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COOK COUNTY, ILLINOIS
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THIS DOCUMENT PREPARED BY AND
AFTER RECORDING, MAIL TO:

James M. Teper, Esq.
Shefsky & Froelich Ltd.
Suite 2500
444 North Michigan Avenue
Chicago, Illinois 60611

ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made jointly and severally as of the 27TH day of APRIL, 1993, by and among American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated July 5, 1991 and known as Trust Number 114190-09 (the "Trust Agreement") whose mailing address is 33 North LaSalle Street, Chicago, Illinois 60690 (hereinafter called "Trustee") and Tinley Park Center Partnership, an Illinois general partnership whose mailing address is c/o Chris Verveniotis, 3530 West Peterson Avenue, Chicago, Illinois 60659 (hereinafter called "Beneficiary") to LaSalle Bank Lake View whose mailing address is 3201 North Ashland Avenue, Chicago, Illinois 60657-2107 (hereinafter called "Assignee"). Trustee and Beneficiary are hereinafter collectively called the "Assignor". Beneficiary owns one hundred percent (100%) of the beneficial interest under said Trust Agreement, but has no legal or equitable interest in the real property legally described on Exhibit A, attached hereto and by this reference made a part hereof (the "Premises").

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under all present leases of the Premises including those leases described on the Schedule of Leases ("Schedule of Leases") attached hereto as Exhibit B and made a part hereof, together with all future leases hereinafter entered into affecting the Premises or any portion thereof, and all guarantees, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises or any portion thereof.

This Assignment is made for the purposes of securing:

A. The payment of the Indebtedness, as defined in the Mortgage set forth below (including any extensions and renewals thereof) evidenced by that certain Promissory Note of Assignor of even date herewith in the principal sum of $3,600,000 (the "Note") and secured, inter alia, by that certain Mortgage,

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Security Agreement and Financing Statement (the "Mortgage") of Trustee of even date herewith, encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and all other instruments constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition of Beneficiary and Trustee contained in the Note, Mortgage and in all other instruments constituting security for the Note.

Assignor covenants and agrees with Assignee that:

1. There is no present lease of the Premises not listed on the Schedule of Leases.

2. The sole ownership of the entire landlord's interest in the Leases is vested in the Trustee or Beneficiary. Assignor shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment or pledge securing the Indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the date thereof; or (d) make any lease of the Premises or any portion thereof except for actual occupancy by the tenant thereunder.

3. Each of the Leases listed on the Schedule of Leases is valid and enforceable in accordance with its terms and none has been or will be altered, modified, amended, terminated, cancelled, renewed or surrendered nor has nor will any term or condition thereof be waived in any manner whatsoever, except as heretofore approved in writing by Assignee.

4. There is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (excluding termination of any of the Leases) the performance and observance of each and every covenant and condition of all the Leases by the tenants thereunder to be performed and observed.

5. Assignor shall give prompt notice to Assignee of each notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.

6. Without Assignee's prior written consent in each case, Assignor will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.

7. This Assignment is absolute and is effective immediately; however, until notice, in writing, is sent by Assignee to the Assignor that an event of default has occurred under the Note, Mortgage or under any other instrument at any time constituting security for the Note (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

8. If any event of default occurs at any time under the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option, after service of a Notice, receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings, and, if there is a deficiency, during the redemption period, to the extent that the waiver of such redemption period can not legally be effected.

9. The Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee, in its own name and capacity or in the name and capacity of Assignor, (from and after the service of a Notice), to demand, collect, receive and give complete acquittances for any and all rents, income and profits occurring from the Premises, and, at Assignee's discretion, to file any claim or take any other action or proceeding and make any settlement in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.

10. After service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or

without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor and its agents and servants wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times, after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all Indebtedness and liability of Assignor to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments and all other sums due from Assignor to Assignee on the Note and the Mortgage; all in such order and for such time as Assignee may determine.

11. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor under any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

12. Assignor hereby covenants and agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damages including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases.

13. Assignee may: (a) take or release any party primarily or secondarily liable for any of the Indebtedness; (b) grant extensions, renewals or indulgences with respect to such

Indebtedness; and (c) apply any other security therefor held by Assignee to the satisfaction of such Indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the Indebtedness.

14. Assignee may, at its option, although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor and each of them, and all monies expended in so doing shall be chargeable to the Beneficiary, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the Indebtedness, and shall be immediately due and payable.

15. The waiver of, or acquiescence by Assignee in, any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

16. The rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note and all instruments constituting security for the Note, and at law and in equity.

If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Any notice, demand or other communication which any party hereby may desire or may be required to give to any party hereto shall be in writing, and shall be deemed given (i) when personally delivered, (ii) upon receipt if sent by a nationally recognized overnight courier service (e.g. Federal Express), addressed to a party at its address set forth below, or (iii) on the second business day after being deposited with the United States Postal Service, certified mail, postage prepaid, addressed to a party at its address set forth below, or to such other address as the party to receive such notice may have designated to all other parties by notice in accordance herewith:

If to Assignee: LaSalle Bank Lake View
3201 North Ashland Avenue
Chicago, Illinois 60657-2107
Attn: Mr. David I. Dresdner

With a copy to: Shefsky & Froelich Ltd.
Suite 2500
444 North Michigan Avenue
Chicago, Illinois 60611
Attn: Gary I. Levenstein, Esq.

If to Assignor: Tinley Park Center Partnership
3530 West Peterson Avenue
Chicago, Illinois 60659
Attn: Mr. Chris Verveniotis

With a copy to: Nicholas P. Black, Esq.
2824 West Diversey Avenue
Chicago, Illinois 60647

The term "Assignor," "Assignee," "Trustee" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof to the extent so permitted. The gender and number used in this Agreement are used as a reference term only and shall apply with the same effect whether the parties are of the masculine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

This Assignment is executed and delivered by the undersigned Trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability on said Trustee personally to pay the Indebtedness secured by this Assignment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder.

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IN WITNESS WHEREOF, the said Assignor has caused this Assignment of Rents and Leases to be signed and sealed as of the date first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as aforesaid

By: _____
Name: J. M. WHELAN
Title: VICE PRESIDENT

ATTEST:

By: _____
Name: Anita M. Lutkus
Title: ASSISTANT SECRETARY

TINLEY PARK CENTER PARTNERSHIP, an Illinois general partnership

_____
Demetrios Kozonis

_____
Chrisoula Kozonis

_____
Chris Verveniotis

_____
Athena Verveniotis

_____
Tom Halkias

_____
Hariklia Halkias

_____
George Halkias

_____
Douglas Gannett

Being all of its general partners

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that [redacted] MICHAEL WHELAN personally known to me to be the (Vice) President of American National Bank and Trust Company of Chicago and Anita M. Lutkus, the ASSISTANT SECRETARY of the corporation, personally known to me to be the same persons, whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such (Vice) President and ASSISTANT SECRETARY signed and delivered the said instrument as (Vice) President and Anita M. Lutkus of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his/her free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under may hand and official seal this APR 20 1993 day of _____, 1993.

Laura Kumingo
Notary Public

Commission expires _____

"OFFICIAL SEAL"
LAURA KUMINGO
Notary Public, State of Illinois
My Commission Expires 11/24/96

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Demetrios Kozonis, personally known to me to be a general partner of Tinley Park Center Partnership, an Illinois general partnership, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27TH day of APRIL, 1993.

Notary Public

Commission expires _____.

"OFFICIAL SEAL"
MARY VLAHANDREAS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8/8/96

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Chrisoula Kozonis, personally known to me to be a general partner of Tinley Park Center Partnership, an Illinois general partnership, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of March, 1993.

Notary Public

Commission expires "OFFICIAL SEAL" MARY VLAHANDREAS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/6/96.

JMT/983801-09/Rev.1/041593/mmk

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Chris Verveniotis personally known to me to be a general partner of Tinley Park Center Partnership, an Illinois general partnership, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27TH day of APRIL, 1993.

Notary Public

Commission expires "OFFICIAL SEAL" MARY CLAHANDREAS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/6/96.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Athena Verveniotis, personally known to me to be a general partner of Tinley Park Center Partnership, an Illinois general partnership, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27TH day of APRIL, 1993.

Notary Public

Commission expires

"OFFICIAL SEAL"
MARY VERHANDREAS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8/6/98

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Tom Halkias, personally known to me to be a general partner of Tinley Park Center Partnership, an Illinois general partnership, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of April, 1993.

Notary Public

Commission expires "OFFICIAL SEAL" MARY VLAHANDREAS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/8/96.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Hariklia Halkias, personally known to me to be a general partner of Tinley Park Center Partnership, an Illinois general partnership, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27TH day of APRIL, 1993.

Notary Public

Commission expires _____.

"OFFICIAL SEAL"
MARY VEAHANDREAS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 8/6/96

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that George Halkias, personally known to me to be a general partner of Tinley Park Center Partnership, an Illinois general partnership, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of April, 1993.

Notary Public

Commission expires "OFFICIAL SEAL" MARY VLAHANDREAS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/6/90.

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Douglas Gannett, personally known to me to be a general partner of Tinley Park Center Partnership, an Illinois general partnership, personally known to me to be the same person, whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he/she signed and delivered the foregoing instrument as his/her free and voluntary act on behalf of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of April, 1993.

Notary Public

Commission expires "OFFICIAL SEAL" MARY VLAHANDREAS NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 9/6/96.

JMT/983801-09/Rev.1/041593/mnk

EXHIBIT A

PROPERTY

The West 558.0 feet of the North 375.33 feet of the Northwest 1/4 of the Southwest 1/4 of Section 25, (except the South 20 Acres thereof) in Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Southeast corner of 171st and 80th in Tinley Park, Illinois 60447

27-25-300-011

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EXHIBIT B

Tinley Downes
171st & 80th Sts.
Tinley Park, Ill.

Rent Roll

#	Store/Tenant	S.F.	Rent Per Ft.	Annual Rent	Exp.
7901	Walgreen's	14,824	$10.50	$145,152	6/32
7903	Boxes	2,425	12.00	29,100	9/97
7905	Argyrou Brokers	2,134	13.00	27,742	1/03
7907	Some Like it Hot	2,134	10.00	21,340	6/98
7909	Kitchenware	6,680	11.00	73,524	11/97
7911		1,112			
7913	Unique Cuisines	1,200	15.00	18,000	6/02
7915		1,200			
7917	Dry Cleaners	1,200	18.00	21,600	6/02
7919	Borics	1,200	17.00	20,400	6/02
7921	Bakery	1,200	15.00	18,000	12/95
7923	Orland Video	3,867	12.00	46,404	12/02
7929	Nancy's Pizza	1,200	15.00	18,000	6/02
7931	Whitles Hot Dogs	1,500	16.00	24,000	6/02
7933	Baker's Donuts	2,157	18.00	38,826	12/02
7941		1,180			
7943	Charles Schwab	2,820	20.00	56,400	12/02