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SECOND ASSIGNMENT OF LEASE AND RENTS

This Assignment of Lease and Rents is made by Kerler Corporation, to further secure an indebtedness in the principal amount of \$79,000,00 evidenced by a promissory note dated May 11, 1994, made by K & L On Main, Inc., secured by a mortgage of even date herewith, mortgaging to Cole Taylor Bank (the "Bank") the real estate legally described in Exhibit A attached hereto and made a part hereof and located in Cook County, Illinois.

In order to further secure the aforementioned indebtedness, and as part of the consideration of said transaction, the undersigned hereby assign, transfer, and set over unto said Bank, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank under the power herein granted it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

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The undersigned hereby irrevocati, appoint the said Bank the agent of the undersigned for the management of trid property, and do hereby authorize the Bank to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any sults in connection with said premises in its own name or in the name of any of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about and premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Bank may do.

It is understood and agreed that the said Bank shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a toal estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Bank will not exercise its rights under this Assignment until after default (including the expiration of any applicable grace period) in any payment secured by the mortgage or after a breach of any of its covenants.

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Cole Taylor Bank Page 2

This Assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of any of the undersigned to the said Bank shall have been fully paid, at which time this Assignment and power of attorney shall terminate.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise thereafter.

GIVEN under our hand and seal this 11th day of May, 1994.

KERLER CORPORATION

Lawrence E. Rad er

Its President

Katherine E. Radler

Its Vice President/Secretary

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County of County of County of the state aforesaid, do hereby certify that Lawrence E. Radler and Katherine E. Radler of said 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 they signed and delivered the said instrument as their own free and voluntary acts of said corporation for the uses and purposes therein set forth

Notary Public

My commission expires

1994.

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ROTATE PUBLIC STATE OF THUROUS MY COMMISSION EXPUSES TROOPS

This document prepared by and to be returned to:

GIVEN under my hand and notarial weel this lith

Donna L. Dahlke Cole Taylor Bank 4400 W. Oakton Skokie, IL 60076 944333996

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EXHIBIT A

LOTS 15, 16 AND 17 IN KRENN AND DATO'S MAIN KOSTNER DUBDIVISION OF THE HORTHWEST 1/4 OF THE SOUTH EAST 1/4 AND WEST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Permanent Index Number of the Premises is: 10-22-402-004-0000 10-22-402-005-0000 10-22-402-006-0000

The common address of the Premises: 4249 W. Main Street, Skokie, IL 60076

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