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ABI - Duplicate  
For Recording

COOK COUNTY  
RECORDER  
JESSE WHITE  
SKOKIE OFFICE

WHEN RECORDED MAIL TO:

Parkway Bank & Trust Company  
4800 North Harlem Avenue  
Harwood Heights, IL 60656

SEND TAX NOTICES TO:

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST  
for purposes of recording

Date: July 25, 1994

FOR VALUE RECEIVED, the assignor(s) hereby sell, assign, transfer, and set over unto assignee(s), all of the assignor's rights, power, privilege, and beneficial interest in and to that certain trust agreement dated June 29, 1994, and known as Parkway Bank Trust No. 10859, including all interest in the property held subject to said trust agreement.

The real property constituting the corpus of the trust is located in the municipality of Chicago in the county of Cook, Illinois.

Exempt under the provisions of paragraph \_\_\_\_\_, Section 4, Land Trust Recordation and Transfer Tax Act.

By: Jacqueline Suchara  
~~Deputy~~ Agent

Not Exempt - Affix transfer tax stamps below.

\*\*0001\*\*  
RECORDING # 25.00  
94675214  
CHECK 25.00  
PURC  
07/27/94 0025 MO 14:07

This instrument was prepared by

JACQUELINE SUCHARA

This document should be mailed to:

PARKWAY BANK & TRUST CO.  
4800 N. HARLEM AVENUE  
HARWOOD HEIGHTS, IL 60656

Filing instructions:

- 1) This document must be recorded with the recorder of the county in which the real estate held by this trust is located.
- 2) The recorded original or a stamped copy must be delivered to the trustee with the original assignment to be lodged.

94675214

25.00  
JW

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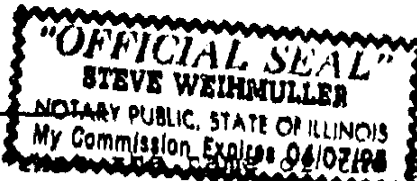
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## STATEMENT BY GRANTOR AND GRANTEE

The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated July 25, 19 94 Signature: [Signature]  
~~XXXXXX~~ Agent

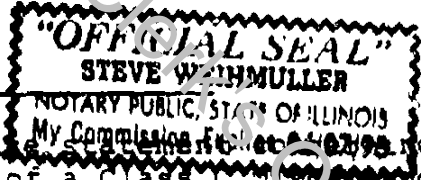
Subscribed and sworn to before me by the said [Signature] this 25 day of July, 19 94.  
Notary Public [Signature]



The grantee or his agent affirms and verifies that the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated July 25, 19 94 Signature: [Signature]  
~~XXXXXX~~ Agent

Subscribed and sworn to before me by the said [Signature] this 25 day of July, 19 94.  
Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement regarding the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to deed or ABI to be recorded in Cook County, Illinois, is exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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therefor shall arise, it being agreed by Assignor that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse; and (d) are intended to be, and shall be, non-exclusive.

8. **Authority to Cure Default.** Assignee shall have the right and option at any time or from time to time, in its sole discretion (but under no circumstances shall it be required or obligated), to take in its name or in the name of Assignor such action as Assignee may determine to be necessary to cure any default of Assignor under any of the Leases, whether or not any applicable cure or grace period has expired. Assignor agrees to protect, defend, indemnify and hold Assignee harmless from and against any and all loss, cost, liability or expense (including, but not limited to, attorneys' fees and expenses) in connection with Assignee's exercise of its rights hereunder, with interest thereon at the Default Rate set forth in the Note.

9. **Appointment of Attorney.** Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest of Assignor, so that in the name, place and stead of Assignor, the Assignee may subordinate, at any time and from time to time, any Leases affecting the Premises or any part thereof to the lien of the Mortgage, any other mortgage or deed of trust encumbering the Premises, or any ground lease of the Premises, and request or require such subordination where such option or authority was reserved to Assignor under any such Leases, or in any case where Assignor otherwise would have the right, power or privilege so to do. This appointment is to be irrevocable and continuing, and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns as long as any part of the indebtedness secured hereby shall remain unpaid.

10. **Indemnification.** Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any and all liability, loss, damage or expense that Assignee may incur under, or by reason or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but not limited to, any claims by any tenants of credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including attorneys' fees, with interest thereon at the Default Rate set forth in the Note, shall be payable by Assignor immediately without demand, and shall be secured as a lien hereby and by the Mortgage.

11. **Records.** Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all Leases and all future Leases upon all or any part of the Premises, and will, if Assignee requests, specifically transfer and assign such Leases upon the same terms and conditions as herein contained, but Assignor acknowledges and agrees that such specific assignment and transfer shall not be required to make this Assignment operative with respect to such future Leases. Assignor hereby covenants and agrees to make, execute and deliver to Assignee upon demand and at any time any and all further or additional assignments, documents and other records and instruments, including, but not limited to, rent rolls and books of account sufficient for the purpose, that Assignee may deem to be necessary or advisable for carrying out the purposes and intent of, or otherwise to effectuate, this Assignment.

12. **No Waiver.** The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or other Loan Documents, or the laws of the state in which the said Premises are situated. The rights of Assignee to collect the indebtedness secured hereby, to enforce any other security thereon, or to enforce any other right or remedy hereunder may be exercised by Assignee either prior to, simultaneously with, or subsequent to, any other action taken hereunder and shall not be deemed an election of remedies.

13. **Primary Security.** Assignor agrees this Assignment is primary in nature to the obligation evidenced and secured by the Note, Mortgage and other Loan Documents, and any other document given to secure and collateralize the indebtedness secured hereby. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; however, nothing herein contained shall prevent Assignee from successively or concurrently suing on the Note, foreclosing the Mortgage, or exercising any other right under any other document collateralizing the Note.

14. **Merger.** (i) The fact that the Leases or the leasehold estates created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises, (ii) the operation of law, or (iii) any other event shall not merge any Leases or the leasehold estates created thereby with the fee estate in the Premises as long as any of the indebtedness secured hereby and by the Note, Mortgage and other Loan Documents shall remain unpaid, unless Assignee shall consent in writing to such merger.

15. **Termination of Assignment.** Upon payment in full of all of the indebtedness secured by the Note, Mortgage and other Loan Documents and all sums payable hereunder, Assignee shall execute and deliver a release of this Assignment. No judgment or decree entered as to said indebtedness shall operate to abrogate or lessen the effect of this Assignment until the indebtedness has actually been paid. The affidavit, certificate, letter or statement of any officer of Assignee showing that any part of said indebtedness has remained unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment. Any person, firm or corporation may, and is hereby authorized to, rely on such affidavit, certificate, letter or statement. A demand by Assignee to any tenant for payment of rents by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of Rents to Assignee without the necessity for further consent by, or notice to, Assignor.

16. **Notice.** All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States Mail, postage prepaid, certified or registered with return receipt requested, or by delivering same in person to the intended address, as follows:

If to Assignor: LaSalle National Trust, N.A.  
135 S. LaSalle, Suite 311  
Chicago, Illinois 60690

With a Copy to:

If to Assignee: Comerica Bank - Illinois  
8700 Waukegan Rd., Suite 110  
Morton Grove, Illinois 60053

With a Copy to:

or at such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective upon the date of its deposit. Notice given by personal delivery shall be effective upon delivery.

17. **Successors.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land and shall inure to the benefit of, and bind, all parties hereto and their respective heirs, successors and assigns, all tenants and their subtenants and assigns, and all subsequent owners of the Premises and all successors, transferees, and assignees of Assignee and all subsequent holders of the Note and Mortgage.

18. **Additional Rights and Remedies.** In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the

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observance of the agreements, covenants, terms and conditions contained herein, as well as the right to ordinary and punitive damages occasioned by any breach or default by Assignor.

19. **Severability.** If any provision of this Assignment or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

20. **Third Party Beneficiaries.** It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

21. **Entire Agreement.** This document contains the entire agreement concerning the Assignment of Leases and Rents between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of such party.

22. **Construction.** Whenever used herein, and the context requires it, the singular shall include the plural, and the plural the singular, and any gender shall include all genders. All obligations of each Assignor hereunder shall be joint and several.

23. **Governing Law.** The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment except that if the Premises are located in a state other than the State of Illinois, proceedings relating to the enforcement of remedies shall be determined in accordance with the laws where the Premises are located.

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

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## EXHIBIT A

### LEGAL DESCRIPTION

PERMANENT INDEX NUMBER: 04-27-201-020, 023

COMMON ADDRESS: 1816 LEHIGH AVENUE  
GLENVIEW, ILLINOIS 60025

#### PARCEL 1:

THE EAST 50.50 FEET OF THE WEST 119 FEET (EXCEPT THE NORTH 125 FEET THEREOF AND EXCEPT THOSE PARTS THEREOF LYING IN STREETS) OF LOT 8 IN THE SUBDIVISION OF LOT 8 BEING THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, OF RUGEN'S SUBDIVISION OF PARTS OF SECTION 26, 27 AND 34, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

#### PARCEL 2:

THE SOUTH 70 FEET OF THE NORTH 195 FEET (EXCEPT THE WEST 119 FEET OF LOT 8 OF THE SUBDIVISION OF LOT 8, BEING IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 27, OR RUGEN'S SUBDIVISION OF PARTS OF SECTION 26, 27 AND 34, IN TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE 30 FEET OF THE NORTHEASTERLY SIDE DEDICATED FOR STREET, SITUATED IN THE TOWN OF NORTHFIELD.)

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LAND TRUST  
EXCULPATION

This instrument is executed by the undersigned, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by the undersigned are undertaken by its solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document whether or not executed by said undersigned either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

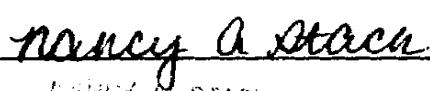
IN WITNESS WHEREOF, this instrument has been duly executed the day and year first above written.

This instrument is executed by the undersigned, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the Trust estate which in part is securing the payment hereof and through the enforcement of the provisions of any other collateral from time to time securing payment hereof. No personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this instrument or the making, issue or transfer thereof, all such liability of said Trustee, if any, being expressly waived in any manner.

LaSalle National Trust, N.A.  
as Trustee under Trust Agreement dated, March 31, 1994  
and known as Trust No. 118642  
and not personally

By   
Its JOSEPH M. PERRY  
VICE PRESIDENT

ATTESTS: (SEAL)

By:   
Name: NANCY A. STACK  
Title: Registrar Secretary

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Trustee's Beneficiaries Acknowledgement

TRUSTEE'S SECTION

STATE OF ILLINOIS

COUNTY OF COOK

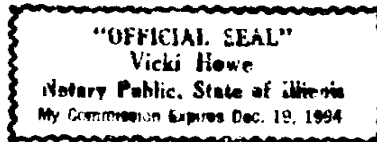
I, VICKI HOWE, a Notary Public in and for the County and State aforesaid, do hereby certify that JOSEPH W. LANG and NANCY A. STACK the SR VICE PRESIDENT and ASSISTANT SECRETARY respectively of LaSalle National Trust, N.A., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee under Trust No. 118642, datyed March 31, 1994 for the uses and purposes therein set forth, and that the said did then affix the seal of said bank as his/her own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of July, 1994.

Vicki Howe
NOTARY PUBLIC

My Commission Expires:

12/19/94



BENEFICIARIES' SECTION

STATE OF ILLINOIS

COUNTY OF COOK

I, Helen Bammesberger, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Helen Bammesberger, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the beneficiary of LaSalle National Trust, N.A., not individually, but as Trustee as aforesaid, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_ day of \_\_\_, 1994.

NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

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ASSG701E