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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made and entered into as of this 1st day of May, 1994, by CARL V. WIEGAND and DENNIS E. WIEGAND (being herein jointly and severally called "Borrower") to and for the benefit of TCF BANK ILLINOIS fsb, a federal savings bank (herein called "Lender").

WITNESSETH:

WHEREAS, the Borrower has executed and delivered to the Lender a Promissory Note, dated of even date herewith, in the principal amount of \$400,000.00 (hereinafter called the "Note");

WHEREAS, to secure payment of the Note, the Borrower has executed and delivered to the Lender a Combination Mortgage and Security Agreement of even date herewith (herein called the "Mortgage"), covering, inter alia, real estate situated in Cook County, Illinois legally described on Exhibit A attached hereto and hereby made a part hereof, and the buildings and improvements and certain furniture, fixtures, furnishing, equipment, machinery and personal property owned by the Borrower now or hereafter located thereon (hereinafter collectively called the "Mortgaged Premises"); and

WHEREAS, the Lender, as a condition to making the loan evidenced by the Note, has required the execution of this Assignment.

NOW THEREFORE, in consideration of the premises, and in further consideration of the sum of One Dollar (\$1.00) paid by the Lender to the Borrower, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby grant, transfer, assign, set over and deliver to the Lender all of the Borrower's right, title and interest in, to and under all leases, subleases, licenses, concessions, tenancies and any other agreements creating the right of possession or the right of use without a transfer of title, whether written or oral, now or hereafter existing, and covering all or any part of the Mortgaged Premises, together with any and all security deposits made thereunder, all extensions, amendments, modifications, renewals and replacements of any thereof, and any guaranties of the lessee's, sublessee's, licensee's, concessionaire's, tenant's or user's (hereinafter collectively called "Lessees") obligations under any thereof, each of said leases, subleases, licenses, concessions, tenancies and agreements now existing and hereafter executed or entered, together with all such deposits, extensions, amendments, modifications, renewals, replacements and guaranties, being herein collectively referred to as the "Leases". In addition to the foregoing, the Borrower does further hereby grant, transfer, set over and assign to the Lender all of the rents, income, revenues, royalties, issues and profits, including, without limitation, all amounts payable to the Borrower on account of maintenance, repairs, taxes, insurance

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and common area or other charges by any other party to any Lease, and all amounts paid in compromise or in cancellation of Leases by any party thereto other than the Borrower, now or hereafter accruing or owing under or from Leases or otherwise from the Mortgaged Premises or any part thereof, whether accruing before or after foreclosure of the Mortgage or during any period of redemption therefrom (hereinafter collectively called "Rentals"). All of said Leases and Rentals are being hereby granted, transferred, set over and assigned for the purpose of securing:

(1) Payment of all indebtedness evidenced by the Note (including any amendments, extensions or renewals thereof) and all other sums secured by the Mortgage (herein called the "Indebtedness Hereby Secured"); and

(2) Performance and discharge of each and every obligation, covenant and agreement (herein called the "Secured Agreements") of the Borrower contained herein, in the Note, in the Mortgage, and in any other instrument which secures or refers to the Note.

A. To protect the security of this Assignment, the Borrower agrees as follows:

1. To promptly, faithfully and diligently observe, perform and discharge each and every term, condition, obligation, covenant and agreement which the Borrower is now, or hereafter becomes, liable to observe, perform or discharge under the Note, the Mortgage and the Leases; to give prompt written notice to the Lender of any notice of default under any Lease on the part of the Borrower received from a Lessee thereunder, or on the part of any Lessee given by the Borrower thereunder, together with an accurate, complete copy of any such notice; and, at the sole cost and expense of the Borrower, to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the Lessees under the Leases.

2. At the Borrower's sole cost and expense, to appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or affecting any of the Leases or the obligations, duties or liabilities of the Borrower or any Lessee thereunder, and to pay all costs and expenses of the Lender, including reasonable attorneys' fees (prior to trial, at trial and on appeal), incurred in connection with any such dispute, action or proceeding in which the Lender may appear or with respect to which it may otherwise incur costs or expenses, whether or not the Lender prevails therein.

3. Should the Borrower fail to make any payment or to do any act as herein provided, then the Lender may, but without obligation to do so, without notice or demand to or upon the Borrower, and without releasing the Borrower from any obligation

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hereof, make or do the same in such manner and to such extent as the Lender may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Lender, and observing, performing and discharging each and every obligation, covenant and agreement of the Borrower in the Leases contained. In exercising any such powers, the Lender may pay its costs and expenses, employ counsel and incur and pay reasonable attorney's fees (prior to trial, at trial and on appeal). The Borrower hereby grants to the Lender an irrevocable power of attorney to perform all of the acts and things provided for in this section and in section C.2 hereof as the Borrower's agent and in the Borrower's name.

4. To reimburse the Lender, upon demand, for all the sums expended by the Lender under the authority hereof, together with interest thereon at the Default Rate specified in the Note from the date expended, and the same shall be added to the indebtedness evidenced by the Note and shall be secured hereby and by the Mortgage.

5. Until the Indebtedness Hereby Secured hereby shall have been paid in full, the Borrower covenants and agrees to provide the Lender with executed copies of all Leases, to assign to the Lender any and all subsequent Leases upon all or any part of the Mortgaged Premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Lender, upon demand, any and all instruments that may be necessary or desirable therefor or to otherwise effectuate the terms of this Assignment. The terms and conditions of this Assignment shall, however, apply to any such subsequent Leases, whether or not such instruments are executed or delivered by the Borrower.

6. The Borrower agrees not to modify, amend, extend, waive or in any manner alter the terms of any Lease or reduce the Rental payable thereunder; not to waive, excuse or condone any default by a Lessee under a Lease; not to in any manner release or discharge any Lessee of or from any obligation, covenant, condition or agreement by said Lessee to be performed under a lease, including the obligation to pay the Rental called for thereunder in the manner and at the places and times specified therein; not to cancel or terminate the term of any Lease or accept a surrender thereof and not to enter into any new Lease. The Borrower does by these presents expressly release, relinquish and surrender unto the Lender all of the Borrower's right, power and authority to modify, amend, extend, waive or in any manner alter the terms and provisions of the Leases, to reduce Rentals, to waive, excuse or condone a default by a Lessee, to release or discharge any Lessee, to cancel or terminate the term of a Lease or to accept a surrender thereof, and to enter into any new Lease. Any attempt on the part

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of the Borrower to exercise any such right, power or authority, without the prior written consent of the Lender, shall be a nullity and shall be a default hereunder.

7. The Borrower agrees not to consent to any assignment or sublease by a Lessee of any of its rights, title or interest in, to or under any Lease, unless such assignment or sublease is specifically authorized by the Lender in writing.

B. Borrower hereby covenants, represents and warrants to the Lender that:

1. The Borrower has good right and lawful authority to assign, and has not executed any prior assignment or alienation of, its rights, title and interest in, to and under the Leases and to and in the Rentals, or otherwise encumbered the same, except by the Mortgage.

2. The Borrower has not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulation, order, mortgage, indenture, contract or agreement, which might prevent the Lender from operating under any of the terms and provisions hereof, or which would limit the Lender in such operation.

3. No Rental has been or will be paid by any Lessee, nor has been or will be collected or accepted by the Borrower, for more than one (1) month in advance, and the payment of none of the Rentals to accrue for any portion of the Mortgaged Premises have been or will be in any other manner anticipated, waived, released, excused, reduced, discounted, or otherwise discharged or compromised by the Borrower. The Borrower hereby waives any right of set off against any person in possession of any portion of the Mortgaged Premises. The Borrower has not incurred and shall not incur any indebtedness to any Lessee.

4. The Borrower shall not execute or agree to any other assignment, pledge, encumbrance or transfer of any of the Leases or Rentals.

5. The Leases in existence as of the date of this Assignment, as described in the Rent Roll which is attached hereto as Exhibit B, are in full force and effect and have not been amended or modified; and there is no default now existing under the Leases, nor has any event occurred which, with the passage of time and/or the giving of notice, would constitute a default thereunder, which have not been cured.

6. The Borrower shall not permit any of the Leases to become subordinate to any lien other than the liens hereof and of the Mortgage.

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C. It is mutually agreed that:

1. This is a present, absolute, effective and completed assignment by the Borrower to the Lender of the Leases and Rentals. However, so long as there exists no default or event of default under the Note or the Mortgage, and no default exists in the performance of any obligation, covenant or agreement herein contained, the Borrower shall have a conditional license to collect, but not more than one (1) month in advance, all Rentals from the Mortgaged Premises, in trust for the Lender, and to use the same for payment of Impositions (as that term is defined in the Mortgage), insurance premiums which the Borrower is required to pay under section 1.8 of the Mortgage, all other costs and expenses which the Borrower is required to pay under and pursuant to the Mortgage and to this Assignment, and the Indebtedness Hereby Secured, as and when due, before using said Rentals for any other purpose.

2. Upon or at any time after the occurrence of a default or an event of default under the Note or the Mortgage, or a default in the performance of any obligation, covenant or agreement herein contained, or if any representation or warranty made by the Borrower to the Lender in connection with the loan evidenced by the Note is untrue in any material respect, the Lender may, at its option, without notice, either in person or by agent, without regard for the adequacy of the security for the Indebtedness Hereby Secured or the solvency of the Borrower, with or without bringing any action or proceeding, or by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Mortgaged Premises, make, enforce, modify and accept the surrender of Leases, obtain or evict tenants, fix or modify Rentals, refund and collect security deposits, make tenant improvements, and do any acts which the Lender deems proper to protect the security hereof, and either with or without taking possession of the Mortgaged Premises, in its own name or in the Borrower's name, sue for or otherwise demand, collect and receive all Rentals, and apply the same upon the costs of collection thereof, including the reasonable fees and costs of agents and attorneys employed by the Lender; upon the costs of managing and operating the Mortgaged Premises, including taxes, insurance, maintenance, repairs and the fees of a professional managing agent; and upon any indebtedness secured hereby, in such order as the Lender may determine, subject to applicable statutory requirements, if any, and to the requirements of Section 1.13 of the Mortgage. The Lender or such a receiver shall be entitled to remain in possession of the Mortgaged Premises and to collect the Rentals throughout any statutory period of redemption from a foreclosure sale. The entering upon and taking possession of the Mortgaged Premises, the collection of such Rentals and the application thereof as aforesaid shall not cure or waive any default or event of default or waive, modify or affect any notice of default under the Note or the Mortgage, or hereunder, or invalidate any act done

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pursuant to such default, event of default or notice of default. The Lender may, without entering into possession or pursuing any other remedy as provided in this section or at law or in equity, or in conjunction with such possession or pursuit of other remedy, give notice to any or all Lessees authorizing and directing said Lessees to pay Rentals directly to the Lender. If a Lessee receives such a notice, the Borrower hereby directs such Lessee to make payment pursuant thereto, and it shall be conclusively presumed, as between the Borrower and such Lessee, that the Lessee is obligated and entitled to make such payment to the Lender, and that such payment constitutes payment of Rentals under the Lease in question. Such notice may be given either in the Lender's or in the Borrower's name. The Borrower shall in every way facilitate the payment of Rentals to the Lender, when the Lender has the right to receive the same hereunder. The Lender shall be accountable only for Rentals actually collected hereunder and not for the rental value of the Mortgaged Premises. The Lender's failure to collect, or discontinuance from collecting, at any time, and from time to time, any Rentals shall not in any manner effect the rights of the Lender to thereafter collect the same.

3. The Lender shall not be deemed to be a partner of, or a joint venturer with the Borrower with respect to the Mortgaged Premises, or to be a participant of any kind in the management or operation of the Mortgaged Premises. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease, or with respect to the Mortgaged Premises or the inspection, maintenance or repair thereof, under or by reason of the Assignment. The Lender shall have no liability to any person, party or entity as the result of any death, bodily or personal injury, or property damage occurring in, on or about the Mortgaged Premises, and the Borrower shall and does hereby agree to defend and indemnify the Lender against, and to hold it harmless from, any and all liability, loss or damage which the Lender may or might incur under the Leases, by reason of any death, bodily or personal injury or property damage occurring on or about the Mortgaged Premises, or otherwise under or by reason of this Assignment, and against and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, or by reason of any such death, personal injury or property damage. Should the Lender incur any such liability, loss or damage under any Lease, by reason of any such death, bodily or personal injury or property damage, or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees (including such costs, expenses and fees on appeal), whether or not the Lender prevails therein, together with interest thereon at the Default Rate specified in the Note from the date paid, shall be secured hereby and by the Mortgage, and the

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Borrower shall reimburse the Lender therefor immediately upon demand. Neither this Assignment, nor the exercise by the Lender of its rights hereunder, shall be deemed to constitute the Lender a mortgagee in possession of the Mortgaged Premises, unless the Lender elects in writing to be so constituted.

4. If any default or event of default by the Borrower shall occur under the Note or under the Mortgage, or if default shall occur in the performance of any of the covenants, obligations or agreements of the Borrower under this Assignment, or if any representation made by the Borrower to the Lender in connection with the Loan evidenced by the Note is untrue in any material respect, then the Lender may, at its option, declare all sums secured hereby immediately due and payable, and, in addition to making available to the Lender any remedies for default herein set forth, such default, event of default or breach of representation or warranty shall, at the Lender's sole option, constitute and be deemed to be an event of default under the Mortgage, entitling the Lender to every and all rights and remedies therein contained, in addition to those rights and remedies herein set forth, without regard to the adequacy of security for the indebtedness secured hereby, the commission of waste or the insolvency of the Borrower.

5. Upon the payment in full of all Indebtedness Hereby Secured, as evidenced by the recording or filing of any instrument of satisfaction or full release of the Mortgage, unless there shall have been recorded another mortgage in favor of the Lender covering all or any portion of the Mortgaged Premises, this Assignment shall become and be void and of no further effect. Notwithstanding the foregoing, this Assignment shall not be terminated or become null and void as a result of a foreclosure of the Mortgage or a conveyance of title to the Mortgaged Premises, or any portion thereof, to the Lender in lieu of foreclosure, and this Assignment shall continue in full force and effect during any statutory period of redemption from such a foreclosure and notwithstanding the transfer of title to the Mortgaged Premises, or any portion thereof, as a result of completion of such a foreclosure or such a conveyance.

6. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The Lender shall be entitled to all rights and remedies available at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written.

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7. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Borrower and the Lender; provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of the Lender under Section 1.12 of the Mortgage.

8. This Assignment is given as security in addition to the security of the Mortgage, and not as part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage and during any statutory period of redemption. The Lender shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Lender may exercise the security hereof and of the Mortgage concurrently or independently and in any order of preference, all rights and remedies of the Lender set forth herein, in the Mortgage, at law, in equity, under statute and by contract being cumulative.

9. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Borrower or either of them:

Carl V. Wiegand
and/or:
Dennis E. Wiegand
c/o Wiegand Builders
15056 S. Landings Lane
Oak Forest, IL 60452

If to the Lender:

TCF Bank Illinois fsb
1420 Kensington Road Suite 320
Oak Brook, Illinois 60521
Attn: Manager
Commercial Loan Department

with copy to:

Anthony J. Nasharr, Esq.
Gregorio & Nasharr
2 N. LaSalle St. Suite 1610
Chicago, Illinois 60602


Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party

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hereto as above provided at least ten (10) days prior to the effective date of said change.

10. This Assignment and the interpretation and enforcement thereof shall be governed by the laws of the state of Illinois.

IN WITNESS WHEREOF, Carl V. Wiegand and Dennis E. Wiegand have executed these presents, all on and as of the day, month and year first above written.



Carl V. Wiegand



Dennis E. Wiegand

THIS INSTRUMENT WAS PREPARED BY:
Anthony J. Nasharr III
Gregorio & Nasharr
2 N. LaSalle St., Suite 1610
Chicago, IL 60602

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Exhibit A

Legal Description

PARCEL 1:

LOT 95 IN LANDINGS SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 485.95 FEET AND ALSO EXCEPT THE EAST 160 FEET OF THE WEST 645.95 FEET OF THE NORTH 312.25 FEET OF THE SAID WEST 1/2 OF THE SOUTH WEST 1/4 AND EXCEPT THE SOUTH 50 FEET THEREOF OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 97 IN LANDINGS SUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 485.95 FEET AND ALSO EXCEPT THE EAST 160 FEET OF THE WEST 645.95 FEET OF THE NORTH 312.25 FEET OF THE SAID WEST 1/2 OF THE SOUTH WEST 1/4 AND EXCEPT THE SOUTH 50 FEET THEREOF OF SAID SECTION) IN COOK COUNTY, ILLINOIS.

Permanent Tax Number(s): 28-08-304-016 (PARCEL 1)
28-08-304-018 (PARCEL 2)

Address(es): (Parcel 1) 15056 Landings Lane
Oak Forest, IL 60452

(Parcel 2) 15044 Landings Lane
Oak Forest, IL 60452

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Exhibit B

Rent Roll

A) Parcel 1:

B) Parcel 2:

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Anthony Naskar
211 La Salle
Suite 1610
Chicago, IL 60602