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ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the Chicago Title and Trust Company of Chicago, not personally, but as Trustee under a Deed or Deeds in Trust delivered in pursuance of a Trust Agreement dated September 14, 1988, and known as Trust Number 1091974 (the "Trustee"), and William F. Galioto and Ann J. Galioto (the "Beneficiaries"), (Beneficiaries and Trustee being hereinafter collectively referred to as "Assignors"), in consideration of the sum of ten and No/100 Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer, and set over unto Harris Bank Hinsdale, National Association (hereinafter referred to as "Assignee"), all right, title, and interest of Assignors under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings or possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which Assignors may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Assignee under the power hereinafter granted, including all Amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated in the County of Cook, State of Illinois, described in Exhibit A attached hereto and made a part hereof and the improvements now or hereafter thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title, and interest of Assignors in and to all the rents (whether fixed or contingent), earnings, renewal rents, and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of the Leases and obligors under the Leases. If Exhibit B is attached hereto, Assignors specifically assign all of lessor's interest in those Leases described in Exhibit B to Assignee.

This Assignment is made and given as collateral security for, and shall secure: (i) the payment in full of all principal or and interest on that certain promissory note of Trustee bearing even date herewith, payable to the order of Assignee in the face principal sum of One Hundred Seventy Five Thousand and 00/100 Dollars (\$175,000.00), and any notes issued in extension or renewal thereof or in substitution therefor (the "Note"); (ii) the performance of all obligations, covenants, promises, and agreements contained herein or in that certain Mortgage bearing even date herewith from Trustee to Assignee (the "Mortgage"), conveying and mortgaging the Premises as security for the Note and any and all other indebtedness intended to be secured thereby; (iii) the performance of all obligations, covenants, promises, and agreements of Trustee or Beneficiary contained in any loan or other agreements setting forth terms and conditions applicable to the loan evidenced by the Note or providing collateral security therefor; and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii), and (iii) or any security therefor, including this Assignment (the Note and other indebtedness, obligations, and liabilities referred to in clauses (i), (ii), (iii), and (iv) above are herein collectively called the "indebtedness hereby secured").

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Assignors shall concurrently herewith furnish Assignee with a current rent roll of the Premises together with copies of all Leases and Amendments thereto and shall furnish a current and updated rent roll and copies of all Leases and Amendments thereto executed after copies were last furnished to Assignee at the expiration of each twelve (12) month period commencing with the date hereof until release of this Assignment.

Assignors do hereby irrevocably constitute and appoint Assignee the true and lawful attorney of Assignors with full power of substitution for Assignors and in Assignors' name, place, and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust, or compromise any claim thereunder as fully as Assignors could do, and to endorse the name of Assignors on all commercial paper given in payment or in part payment thereof, and in Assignee's discretion, to file any claim or take any other action or proceeding, either in Assignee's name or in the name of Assignors or otherwise, which Assignee may deem necessary or appropriate to protect and preserve the right, title, and interest of Assignee in and to such sums and the security intended to be afforded hereby.

Beneficiary warrants to Assignee that Assignors have good right to make this Assignment and that Assignors have not heretofore alienated, assigned, pledged, or otherwise disposed of any of the rights, rents, and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

This Assignment includes and establishes a present, absolute, and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, but so long as no event of default shall exist under the Note or the Mortgage and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, Assignors shall have the right and license to collect, use, and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance.

Assignors hereby irrevocably consent to and authorize and direct that the tenant or other obligor under any Lease upon demand and notice from the Assignee of Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents or other sums, notwithstanding any notice from or claim of Assignors to the contrary. Assignors hereby waive any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to Assignee.

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Without limiting any legal rights of Assignee as the absolute assignee of the rents, issues, and profits of the Premises and in furtherance thereof, Assignors agree that in the event of default under the Mortgage, whether before or after the Note is declared due in accordance with its terms or under the terms of the Mortgage and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, Assignee may, at its option, (i) take actual possession of the Premises hereinabove described, or any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts relating thereto, and exclude Assignors, their agents or servants, therefrom and hold, operate, manage, and control the Premises and, at the expense of Assignors, from time to time cause to be made all necessary or proper repairs, renewals, replacements, useful alteration, additions, betterments, and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as Assignee may deem fit, including Leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle Assignors to cancel the same and in every such case have the right to manage and operate the said Premises and to carry on the business thereof as Assignee shall deem proper; or (ii) with or without taking possession of the Premises, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession or to have assumed or become responsible or liable for any obligations of Assignors arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

- (a) to the payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants, and others employed in connection with the operation, management, and control of the Premises and the conduct of business thereof and, if Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss, or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;
- (b) to the payment of any sum secured by a lien or encumbrance upon the Premises;
- (c) to the cost of completing any improvements being constructed on or about the Premises; and

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(d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee, and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect to do so. Assignee shall be subrogated to any lien discharged out of the rents, income, and profits of Premises.

Assignors hereby further covenant that Assignors will upon request of Assignee execute and deliver such further instruments and do and perform such other acts and things as Assignee may reasonably deem necessary or appropriate more effectively to vest in and secure to Assignee the rights and rents which are intended to be assigned to Assignee hereunder. Assignors irrevocably waive any right they now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignors covenant and agree to observe and perform all of the obligations imposed on them under the leases and not to do or permit to be done anything to impair the security thereof, not to execute any lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Premises are located, not to assign further or encumber their rights under the Leases or their rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignors further covenant and agree not to amend, modify, or terminate any of the Leases without the prior written consent of Assignee, provided that unless and until an event of default or any event which with the lapse of time, the giving of notice, or both, would constitute such an event of default has occurred under the terms of the Mortgage or Note, Assignors may enter into Amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrently with such termination, it shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to them than those contained in the terminated Lease and with a lessee of credit-worthiness at least equal to the terminated lessee; provided that, the foregoing to the contrary notwithstanding, no Lease shall be terminated if such termination would reduce the amount which any lender is then obligated to fund under any commitment issued to provide financing for the Premises. Assignors further covenant and agree that they will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

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The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges, and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession or impose any obligation whatsoever upon Assignee, it being understood and agreed that Assignee does not hereby undertake to perform or discharge any obligation, duty, or liability of the landlord under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignors, or anyone, for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should Assignee incur any liability, loss, or damage under or by reason of this Assignment or for any action taken by Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against Assignee arising out of any Lease, the amount thereof, including costs, expenses, and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of incurrence (or if the Note has been paid in full at the time of incurrence, then at the rate applicable to the Note at the time of such payment in full), shall be secured by this Assignment and by the Mortgage; and Assignors shall reimburse Assignee therefor immediately upon demand, Assignors' obligations so to pay to survive payment of the indebtedness hereby secured and the release of this agreement.

The rights and remedies of Assignee hereunder are cumulative and are not secondary to or in lieu of, but are in addition to any rights or remedies which Assignee shall have under the Note, Mortgage, or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Assignee to enforce any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

This Assignment shall be assignable by Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors, and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. If more than one person signs this instrument as Beneficiary, then term "Beneficiary" as used herein shall mean all such persons, jointly and severally.

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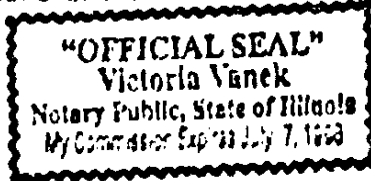
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(STATE OF ILLINOIS)
(COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that William I. Galloto, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 21 day of June, 1994.

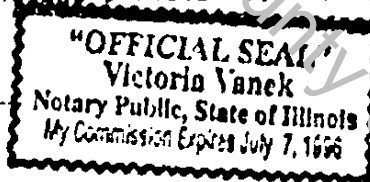
Victoria Vanek
Notary Public



(STATE OF ILLINOIS)
(COUNTY OF DU PAGE)

I, the undersigned, a Notary Public in and for said County and the State of Illinois, hereby certify that Ann J. Galloto, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth. Given under my hand and official seal this 21 day of June, 1994.

Victoria Vanek
Notary Public



Mail to:

PREPARED BY:
Victoria Vanek
Harris Bank Hinsdale
50 South Lincoln Street
Hinsdale, Illinois 60521

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EXHIBIT A (Legal Description)

Lots 7 and 8 in Talbots Subdivision of that part of Block 13 lying West of Green Bay Road (now called Clark Street) in Laflin Smith and Dyers Subdivision on the Northeast 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN #14-20-224-006-0000 and #14-20-224-007-0000

Property Address: 1141-43 W. Waveland, Chicago, IL

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