94002307

LASALLE NORTHWEST NATIONAL BANK
ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 29th day of December, 1993, from **ROY EDWARD GREENLEES**, ("Borrower"), to **LaSALLE NORTHWEST NATIONAL BANK** (the "Lender");

WHEREAS, Borrower together with TDC Filter, Manufacturing, Inc., has given to Lender its promissory notes in the aggregate principal sum of $2,391,000.00 each dated December 29, 1993 (collectively, the "Note"); and,

WHEREAS, Borrower has delivered its mortgage (the "Mortgage") to secure the Note, which Mortgage conveys to Lender the premises (the "Premises") legally described in Exhibit A hereto and commonly known as 1331 South 55th Court, Cicero, Illinois; and,

WHEREAS, Borrower (hereinafter sometimes collectively called the "undersigned") is desirous of further securing the Note.

NOW, THEREFORE, the undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Lender, and in consideration of the sum of ONE DOLLAR ($1.00) to the undersigned in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign and transfer unto the Lender all current and future leases of the Premises (the "Leases"), or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of the Leases, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Lender under the powers herein granted, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the said Leases and agreements, and all the avails thereof, to the Lender, and Borrower does hereby appoint irrevocably the Lender as its true and lawful attorney in its name and stead. Borrower hereby authorizes Lender (with or without taking possession of the Premises) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that no payment of rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the

Premises. The undersigned agrees not to make any other or further assignment of the rents or profits or Leases prior to the release of this Assignment.

The undersigned agrees, represents and warrants unto Lender, its successors and assigns as follows:

(i) attached as Exhibit "B" is a schedule of any Leases existing as of the present date with respect to the Premises or part thereof (the "Current Lease(s)"); all amendments to any Current Lease(s) are designated on the aforesaid schedule; the undersigned are the sole owners of the entire lessor's interest in any Current Lease(s);

(ii) no default exists on the part of lessor or lessee named in any Current Leases, or their successors and assigns, under the terms, covenants, provisions or agreements therein contained and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Current Lease(s);

(iii) any Current Lease(s) are and any future Lease(s) will be valid and enforceable in accordance with their terms; and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

(iv) if any Current Lease(s) or future Lease(s) provide for the abatement of rent during repair of the demised Premises by reason of fire or other casualty, the undersigned shall furnish rental insurance to Lender in amount and form and written by insurance companies as shall be satisfactory to Lender;

(v) the undersigned shall not hereafter terminate, modify or amend any Current Lease(s) or future Lease(s) or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or amendment of said Current Lease(s) or future Lease(s), or any one of them, without such written consent shall be null and void;

(vi) the undersigned shall perform all of the undersigned's covenants and agreements as lessor under any Current Lease(s) and any future Lease(s) and shall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein to withhold payment of rent;

(vii) if so requested by the Lender after default under any Current Lease(s) or any future Lease(s), the undersigned shall enforce any one or several of the

Current Lease(s) and all remedies available to the undersigned against the lessee therein named.

Nothing herein contained shall be construed as constituting the Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to execute and deliver immediately upon the request of the Lender, all such further assurances and assignments in the Premises as the Lender shall from time to time reasonably require.

Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Lender shall not exercise any of the rights and powers conferred upon it herein until and unless one or more of the following events shall occur, which shall constitute "Events of Default" hereunder: (i) default shall be made in the payment of interest or principal due under the Note, or (ii) default shall occur in performance or observance of any of the agreements or conditions in the Mortgage, or (iii) default shall be made in the performance or observance of any of the conditions or agreements hereunder; or (iv) a default in any agreement or instrument now or at any time securing the Note or the debt evidenced thereby or by any extension thereof, and in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under said Note and Mortgage or any other instrument herein mentioned.

In any case in which under the provisions of the Mortgage the Lender has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Lender, the undersigned agree to surrender to the Lender and the Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or then owner of the Premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney in fact or agent of the mortgagor, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and

authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any Lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to disaffirm any Lease or sublease made subsequent to the mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

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 Leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any Current Lease(s) or future Lease or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Lender incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands the undersigned agrees to reimburse the Lender for the amount thereof, including direct costs, direct expenses and reasonable attorneys' and paralegals' fees, immediately upon demand.

The Lender in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Lender may determine:

(a) To the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Lender and its agent or agents, if management be delegated to an agent or agents, and it shall also include Lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establish claim for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgment of the Lender, make it readily rentable;

(c) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to the Lender upon receipt of demand from said Lender to pay the same.

It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed a special remedy given to the Lender, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Note(s), all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to the Lender shall also inure to its successors and assigns, including all holders, from time to time, of the Note(s).

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first above written.

BORROWER:

Name: Roy Edward Greenlees

Address: 9421 Hamlin
Evanston, IL.

94092307

STATE OF ILLINOIS)
) **SS**
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Roy Edward Greenlees, 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 before me that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal, this 29th day of December, 1993.

Michael O'Rourke

Notary Public
My Commission expires:_____

" OFFICIAL SEAL "
MICHAEL G. O'ROURKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/3/96

ASSIGNMENT OF LEASES AND RENTS

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF BLOCK 3 LYING NORTHERLY OF THE NORTH LINE OF THE SOUTH 152.0 FEET OF THAT PART OF BLOCK 3 LYING NORTHERLY OF THE SOUTH LINE OF 14TH STREET EXTENDED EASTERLY AND LYING EASTERLY OF THE EASTERLY LINE OF 55TH COURT AND LYING SOUTHERLY OF THE SOUTH LINE OF THE NORTH 594.93 FEET OF SAID BLOCK 3, IN GRANT LAND ASSOCIATION RESUBDIVISION LYING EAST OF THE EAST LINE OF SOUTH 55TH COURT AND NORTH OF THE SOUTH LINE OF WEST 14TH STREET EXTENDED EAST IN SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART CONVEYED TO CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, BY DEED JULY 1, 1910 AND RECORDED AUGUST 12, 1910 AS DOCUMENT NUMBER 4609421), IN COOK COUNTY, ILLINOIS.

AND

LOTS 19 THROUGH 28 (BOTH INCLUSIVE), IN BLOCK 1 IN THE RESUBDIVISION OF THE WEST PART OF BLOCKS 3 AND 6 IN GRANT LAND ASSOCIATION RESUBDIVISION IN NORTHWEST QUARTER AND SOUTH HALF OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

P.I.N.: 16-21-100-054-0000
16-21-100-055-0000
16-21-100-056-0000
16-21-100-057-0000
16-21-100-058-0000
16-21-100-059-0000
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16-21-100-061-0000
16-21-100-062-0000
16-21-100-063-0000
16-21-102-018-0000
16-21-102-019-0000

Prepared by and after recording return to:

Thomas P. Egan, Esq.
Smith, Williams & Lodge, Chartered
55 West Monroe Street
Suite 1800
Chicago, Illinois 60603

ASSIGNMENT OF LEASES AND RENTS

EXHIBIT B

CURRENT LEASES

NAME OF LESSEE	DATE OF LEASE	TERM OF LEASE
(1) TDC Filter Manufacturing, Inc., a Delaware corporation	April 1, 1992	3 years
(2) Book Covers, Inc.	October 1, 1993	Until August 31, 1994