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*2005 Assignment is being Re-recorded
as per the 1st page of this*

*LAND TIME CAMP
#UP 64875 (6)*

. DEPT-01 RECORDING \$39.50
. T45555 TRAN 4612 07/28/95 16:37:00
. 43637 ÷ BJ *-95-494361
. COOK COUNTY RECORDER

. DEPT-01 RECORDING \$39.50
. T45555 TRAN 4472 07/26/95 16:26:00
. 43362 ÷ LC *-95-488700
. COOK COUNTY RECORDER

ASSIGNMENT OF RENTS AND OF LESSOR'S INTEREST IN LEASES

This Assignment of Rents and of Lessor's Interest in Leases (this "Assignment"), made as of this 25th day of July, 1995, by STERLING BAY L.L.C., an Illinois limited liability company (hereinafter, the "Assignor"),

WITNESSETH:

WHEREAS, Assignor has executed and delivered to PURITAN FINANCE CORPORATION (hereinafter referred to as "Assignee") the following two described promissory notes (singularly a "Note", and collectively, the "Notes"): (a) a Promissory Note of even date herewith in the principal amount of Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, payable to the order of Assignee on July 28, 2000, together with interest payable monthly as therein described, and (b) a Participating Promissory Note of even date herewith, payable to the order of Assignee in installments of appreciation payments, interest and other sums, as therein described; and

WHEREAS, Assignor has executed a mortgage and security agreement of even date herewith (hereinafter referred to as the "Mortgage") conveying to Assignee the real estate legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises"), to secure the payment and performance of the Notes; and

WHEREAS, Assignor desires to further secure the payment of principal, interest and all other sums of every kind and nature due under the Notes (and under any extensions, modifications, amendments, replacements, renewals, or refinancings thereof, in whole or in part), the payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment or the Notes, or the Mortgage, and the performance and discharge of each and every obligation, covenant and agreement of

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2. With respect to the Scheduled Leases, Assignor represents that it is the sole owner of the entire lessor's interest in said leases; that said leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as otherwise indicated in said Exhibit "B"; that the lessees respectively named therein are not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said leases has been assigned; and that no rent for any period subsequent to the date of this Assignment has been collected more

1. Assignor does hereby appoint irrevocably Assignee its true and lawful attorney in the name and stead (with or without taking possession of the premises), to rent, lease, or let all or any portion of said premises to any party or parties at such price and upon such terms, in its discretion as it may determine, and to collect all of said avals, rents, issues, deposits, 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, written or verbal, or other tenancy existing or which may hereafter exist on said premises, with the same rights and powers and subject to the same immunities, exonerations of liability, and rights or recourse and indemnity as the Assignee would have upon taking possession of said premises pursuant to the provisions hereinafter set forth. The foregoing rights shall be exercised only after a default by Assignor that is not cured within any applicable cure period.

(i) without limiting the generality of the foregoing, all and whatever right, title and interest Assignor has in and to each of the leases described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Scheduled Leases"), all on the following terms and conditions:

NOW, THEREFORE, for and in consideration of the foregoing, and other valuable consideration, the receipt whereof is hereby acknowledged, and to secure the payment and performance of the Assignor's obligations, Assignor does hereby assign, transfer and grant unto Assignee: (i) all the rents, issues, security deposits and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of the premises or any part thereof, which may be made or agreed to by Assignee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements (hereinafter collectively referred to as the "Leases") and security deposits, and all the avals thereof, to Assignee, and

Assignor contained herein or in the Notes or in the Mortgage (hereinafter collectively referred to as the "Assignor's Obligations");

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5. Upon or at any time after default in the payment or in the performance of any of the Assignor's obligations and the expiration of any applicable cure period and without regard to the adequacy of any other security therefor or whether or not the entire principal sum secured hereby is declared to be immediately

4. So long as there shall exist no default by Assignor in the payment or in the performance of any of the Assignor's obligations (and if such a default shall occur, provided Assignor shall cure such default within the applicable grace period, if any), Assignor shall have the right to collect at the time of, but not more than thirty (30) days prior to, the date provided for the payment thereof, all rents, security deposits, income and profits arising under the leases and to retain, use and enjoy the same.

3. Assignor, without cost, liability or expense to Assignee, shall: (i) at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions and agreements contained in all leases of all or any of the premises, on the part of the landlord thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the leases on the part of the lessees to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the leases or the obligations, duties or liabilities of landlord or of the lessees thereunder, (iv) transfer and assign to Assignee upon request of Assignee, any lease or leases of all or any part of the premises heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any and all instruments required to effectuate said assignment, (v) furnish Assignee, within ten (10) days after a request by Assignee so to do, a written statement containing the names of all lessees, terms of all leases, including the spaces occupied, the rentals payable and security deposits, if any, paid thereunder, (vi) exercise within ten (10) days of any demand therefor by Assignee any right to request from the lessee under any of the leases of all or any part of the premises a certificate with respect to the status thereof, and (vii) not, without Assignee's prior written consent: (a) execute an assignment or pledge of any rents of the premises or of any of the leases of all or any part of the premises, except as security for the indebtedness secured hereby, (b) accept any prepayment of any installment of any rents more than thirty (30) days before the due date of such installment, (c) agree to any amendment to or change in the terms of any of the scheduled leases, which reduces the rent payable thereunder or increases any risk or liability of the lessor thereunder, except that Assignor may permit or consent to any assignment or subletting of all or a portion of the premises as permitted by a lease approved by Assignee.

than thirty (30) days in advance of the time when the same became due under the terms of said leases.

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6. Any avals, rents, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Premises, including reasonable compensation to Assignee or its agent or agents, its management or the Premises has been delegated

due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of Assignor or the then manager of the Premises relating thereto, and may exclude Assignor and their respective agents, or servants, wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage, and control the Premises and conduct the business, it any, thereof, either personally or by its agents, and 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 or security of the avals, rents, issues and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for 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, without notice to Assignor, (ii) cancel or terminate any of the leases or any sublease for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other leases or any sublease made subsequent to the mortgage or subordinate to the lien thereof, (iv) extend or modify any of the then existing leases and make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to leases to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the advance of a deed or deed to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or advance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (vi) insure and reimburse the Premises and all risks incidental to Assignee's possession, operations, and management thereof, and (vii) receive all avals, rents, issues and profits.

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7. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignor's failure to let the premises after default or from any other act or omission of Assignor in managing the premises after default unless such loss is caused by the willful misconduct and bad faith of Assignor. Nor shall Assignor be obligated to perform or discharge, nor does Assignor hereby undertake to perform or discharge, any obligation, duty, or liability under said lease or under or by reason of this Assignment and Assignor shall and does hereby agree to indemnify Assignor, and to hold Assignor harmless from, any and all liability, loss or damage which may or might be incurred under any of the lease or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the lease. Should Assignor incur any such liability under the lease, or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and be immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Assignor, nor for the carrying out of any of the terms and conditions of any of the lease, nor shall it operate to make Assignor responsible or liable for any waste committed on the premises by the tenants or any other parties or for any dangerous or defective conditions of the premises, or for any negligence in the management, upkeep, repair, or control of the premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Nothing herein contained shall be construed as constituting the Assignor a "mortgagee in possession" in the absence of the taking of actual possession of the premises by Assignor pursuant to the provisions hereinafter contained.

to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases and the payment of premiums on insurance heretofore authorized, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the premises, or which may become a lien prior to the lien of the mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the premises, and of placing said property in such condition as will, in the judgment of Assignor, make the premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Assignor, its successors, or assigns, as their rights may appear.

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IN WITNESS WHEREOF, the Assignor has caused these presents to be executed in its name and on its behalf, at the day and year

14. This document shall be construed and enforced according to the laws of the State of Illinois.

13. This Assignment and the covenants therein contained shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Premises.

12. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Mortgage, and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and Mortgage. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

11. The term "Leases" as used herein means each of the Leases hereby assigned and any extension or renewal thereof.

10. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness; may release any party primarily or secondarily liable therefor; and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

9. Assignor hereby authorizes and directs the lessee named in each of the Leases, and any other or future lessee or occupant of the Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and Mortgage and that a default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under said lease and to continue to do so until otherwise notified by Assignee.

8. Upon payment in full of the principal sum, interest and all indebtedness secured hereby, this Assignment shall be released by Assignee, at the expense of Assignor.

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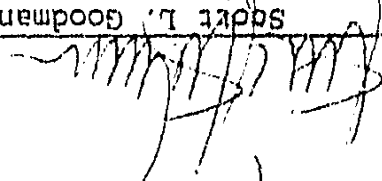
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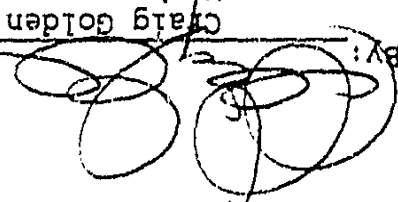
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By:  Scott L. Goodman
Member

By:  Craig Golden
Member

STERLING BAY L.L.C.,
an Illinois limited liability company

First above written.

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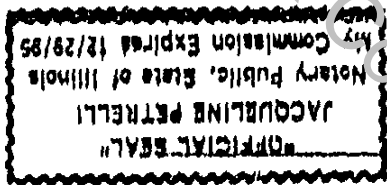
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My Commission Expires:

Jacqueline Petrelli
Notary Public

Given under my hand and notarial seal this 25th day of July, 1995.

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT CRAIG GOLDEN and SCOTT GOODMAN, being the members of Sterling Bay L.L.C., an Illinois limited liability company, personally appeared before me this day and acknowledged that they subscribed their names to the foregoing instrument, as their own free and voluntary acts, and as the free and voluntary act of Sterling Bay L.L.C., for the uses and purposes therein stated.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

ACKNOWLEDGMENTS

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ADDRESS: 1913-1917 West North Avenue, Chicago, Illinois

PIN: 17-06-200-028 and 17-06-200-029

lots 5, 6 and 7 in Block 3 in Picket's 2nd Addition to Chicago, a
subdivision of Lot 4, in Assessor's Division of part of the North
1/2 of Section 6, Township 39 North, Range 14, East of the Third
Principal Meridian, in Cook County, Illinois.

EXHIBIT "A"

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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:
Bennett L. Cohen
COHEN, COHEN & SALK, P.C.
630 Dundee Road
Suite 120
Northbrook, Illinois 60062

MAR 72

Lease dated as of June 23, 1995 between Assignor as landlord and
Northwestern Memorial Management Corporation as tenant.

(Scheduled Leases)

EXHIBIT "B"

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