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7550297 AS MS
This instrument was prepared by,
and after recording return to:

95343924

Michael R. Wolfe
Berger, Newmark & Penchal, P.C.
222 North LaSalle Street
Suite 1900
Chicago, Illinois 60601
312/762-8050

Permanent Real Estate Tax Index No.:
15-17-304-062-0000

Street 125 Fenc Lane
Hillside, Illinois 60162

DEPT-01 RECORDING 433.00
T40012 TRAN 4310 05/25/95 1423100
45860 + JM * -95-343924
COOK COUNTY RECORDER

ABOVE SPACE FOR RECORDER'S USE ONLY

COLLATERAL ASSIGNMENT OF LEASE

358

This Assignment is made May 23, 1995, between LASALLE NATIONAL TRUST, N.A., as Trustee under the provisions of a Trust Agreement dated March 5, 1985 and known as Trust No. 109523, having its principal business office at 115 South LaSalle Street, Chicago, Illinois 60603, hereinafter collectively referred to as "Assignor" and The First National Bank of Chicago, having an office at 111 East Busse Avenue, Mount Prospect, Illinois 60056 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor is indebted to Assignee in the principal amount of One Million Two Hundred Thirty Seven Thousand Five Hundred and 00/100 (\$1,237,500.00) together with interest thereon from and after the date hereof at the rates provided in that Mortgage Note ("Note"), of even date herewith;

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage, Security Agreement and Assignment of Leases and Rents ("Mortgage") of even date herewith, to secure said Note on certain real estate in the County of Cook, State of Illinois, legally described as:

PARCEL 1:
THAT PART OF LOTS 10 AND 11 AND OF VACATED FENCL LANE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 10, SAID POINT BEING 107.11 FEET SOUTH OF THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WEST LINE OF SAID LOTS, A DISTANCE OF 627.00 FEET; THENCE EAST PERPENDICULARLY TO SAID WEST LINE 268.45 FEET; THENCE NORTH PARALLEL WITH SAID WEST LINE 61.00 FEET; THENCE NORTH

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59 DEGREES, 36 MINUTES, 15 SECONDS EAST 82.95 FEET TO A POINT ON HE LINE DRAWN, 340.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE; THENCE NORTH ALONG SAID PARALLEL LINE 485.93 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT 10; THENCE NORTHWESTERLY 97.00 FEET ON SAID NORTHEASTERLY LINE TO A POINT ON A LINE DRAWN PERPENDICULARLY TO AID WEST LINE THROUGH THE POINT OF BEGINNING; THENCE WEST ALONG SAID PERPENDICULAR LINE 250.79 FEET TO SAID POINT OF BEGINNING, ALL IN HILLSIDE CONGRESS EXECUTIVE PARK, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1966 AS DOCUMENT 20016140, IN COOK COUNTY, ILLINOIS.

PARCEL 2:
EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT DATED AUGUST 22, 1959 AND RECORDED MARCH 26, 1971 AS DOCUMENT 21432862 AS AMENDED BY INSTRUMENT RECORDED DECEMBER 1, 1971 AS DOCUMENT 21729378 FROM WALLACE BUSINESS FORMS, INCORPORATED, A DELAWARE CORPORATION TO CAPAH, INC., AN OHIO CORPORATION TO CONSTRUCT, RECONSTRUCT, MAINTAIN, USE AND OPERATE A RAILROAD SPUR TRACK FOR SWITCHING PURPOSES AND FOR INGRESS AND EGRESS OF RAILROAD CARS AND LOCOMOTIVES OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF LOT 14 IN HILLSIDE CONGRESS EXECUTIVE PARK SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 AFORESAID, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 203.632 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE NORTH ALONG SAID EAST LINE TO SAID NORTHEAST CORNER; THENCE NORTH 66 DEGREES, 52 MINUTES, 25 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF SAID LOT, AND ALONG THE NORTHWESTERLY EXTENSION OF SAID NORTHEASTERLY LINE (SAID NORTHWESTERLY EXTENSION BEING ALSO THE SOUTHWESTERLY LINE OF GOLF LANE, AS DEEDED AS PER DOCUMENT 16733018), A DISTANCE OF 204.724 FEET; THENCE SOUTH 23 DEGREES, 07 MINUTES, 35 SECONDS WEST ALONG A LINE PERPENDICULAR TO SAID SOUTHWESTERLY LINE, A DISTANCE OF 1.00 FOOT; THENCE SOUTH 66 DEGREES, 52 MINUTES, 25 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTHWESTERLY LINE OF SAID GOLF LANE, 104.687 FEET; THENCE SOUTHEASTERLY 256.19 FEET ALONG THE ARC OF A CIRCLE OF 440.7 FEET RADIUS, CONVEX TO THE NORTHEAST (WHOSE CHORD BEARS SOUTH 16 DEGREES; 39 MINUTES, 13.5 SECONDS EAST) TO THE POINT OF INTERSECTION WITH A LINE DRAWN 20 FEET (MEASURED PERPENDICULAR) WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 14; THENCE EAST PERPENDICULARLY TO THE EAST LIEN OF SAID LOT, 20 FEET TO THE HEREIN DESIGNATED POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

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WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessee) under certain written Leases of all or part of the Mortgaged Premises involving the above described real property, including, but not limited to the following described Leases:

<u>DATE</u>	<u>EXPIRATION DATE</u>	<u>LESSEE</u>
March 1, 1995	February 29, 2000	The Mead Corporation
March 1, 1995	June 30, 2005	Creative Automation Company
March 1, 1995	June 30, 2005	Creative Mailing & Bindery Services, Inc.

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said Note, the Mortgage, and any and all amendments, extensions, and renewals thereof, the above described leases and all other leases affecting the Mortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the

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occurrence of an Event of Default under the aforesaid Mortgage or Note, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such Nominee as Assignee may designate in writing delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage and this Assignment at any and all times hereafter, after having given five (5) days advance written notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which is incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which are asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its right hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessees under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for

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any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary to the ordinary course of business or which are not material, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Note, or the aforesaid Mortgage, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall tender such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Note, or the

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aforesaid Mortgage or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Note, the aforesaid Mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

This Assignment is executed by LASALLE NATIONAL TRUST N.A., not personally or individually, but solely as Trustee under Trust Agreement dated March 5, 1985 and known as Trust No. 109523 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 said Trustee are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Assignment.

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