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COOK COUNTY RECORDER

Loan Number 285

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made as of October 15, 1996, by American National Bank and Trust of Chicago, not personally but as Trustee under Trust Agreement dated September 24, 1996 and known as Trust No. 122138-07, (the "Trustee"), and The Magnolia-Thorndale Limited Partnership, (the "Beneficiary", and together with Trustee, the "Assignor"), for the benefit of LASALLE BANK FSB, having an office c/o LaSalle Bank FSB, 8303 West Higgins Road, 6th Floor, Chicago, Illinois 60631-2941 (the "Assignee").

WITNESSETH:

ATGF, INC

WHEREAS, Trustee is the record owner of the fee simple estate in and to the real estate described in Exhibit "A" attached hereto and by this reference incorporated herein (the "Property"); and

WHEREAS, Beneficiary is the owner of 100 percent of the beneficial interest in Trustee; and WHEREAS, Assignor has concurrently herewith executed and delivered to Assignee a certain Installment Note of even date herewith in the principal amount of Four Hundred Eighty-Seven Thousand Five Hundred and No/100 DOLLARS (\$487,500.00) (such note and any and all notes issued in renewal thereof or in substitution or replacement therefor are hereinafter referred to as the "Note"), which Note is secured by a Mortgage, Security Agreement and Financing Statement of even date herewith executed by Assignor in favor of Assignee (the "Mortgage") encumbering the Property and by other collateral documents in favor of Assignee (the Note, Mortgage and all other documents executed in connection therewith are hereinafter referred to as the "Loan Documents").

**THIS DOCUMENT WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

Mary F. Welter
LaSalle Bank FSB
8303 West Higgins Road, 6th Floor
Chicago, Illinois 60631-2941

**PERMANENT REAL ESTATE TAX
IDENTIFICATION NO.:**
14-05-308-046

PROPERTY ADDRESS:
5922-24 N. Magnolia
1243-45 W. Thorndale
Chicago, Illinois 60660

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NOW, THEREFORE, for the purpose of securing payment of the indebtedness evidenced by the Note and the Loan Documents, and the payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Note and the Loan Documents, and any sums secured by said instruments, and the performance and discharge of each and every obligation, covenant and agreement of Assignor herein or arising under the Note and Loan Documents, and also in consideration of TEN DOLLARS (\$10.00), the receipt whereof is hereby acknowledged, the parties hereby agree as follows:

1. Assignment Clause. Assignor does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all leases, licenses, or other agreements granting possession, use, or occupancy of all or any portion of the Property, whether now existing or hereinafter entered into, and any and all extensions and renewals thereof, and all rents, issues (including income and receipts from the use and occupancy of any hotel rooms), revenues, proceeds and profits therefrom (collectively, the "Leases"). Assignor further does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to any security deposits or other deposits now or hereafter held by Assignor in connection with any of the Leases, and the benefit of any guarantees executed in connection with any of the Leases. This Assignment is absolute and is effective immediately.

2. Representations. Assignor represents and warrants that: (i) it has made no prior assignment or pledge of Assignor's interest in any of the Leases; (ii) no default exists in any of the Leases and there exists no state of fact which with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; (iii) Assignor shall fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed; (iv) as of the date hereof, none of the Leases have been modified or extended except as disclosed to Assignee in writing; (v) Assignor is the sole owner of the landlord's interest in the Leases; (vi) the Leases are valid and enforceable in accordance with their terms; and (vii) no prepayment of any installment of rent for more than one (1) month due under any of the Leases has been received by Assignor.

3. Negative Covenants of Assignor. Assignor shall not without Assignee's prior written consent, (i) execute an assignment or pledge of Assignor's interest in any of the Leases, except to Assignee; (ii) modify, extend or otherwise alter the terms of any of the existing Leases except in the ordinary course of Assignor's business and upon commercially reasonable terms; (iii) accept prepayments of any installments of rents to become due under any of the Leases for more than one (1) month; (iv) execute any new Lease except a Lease on a form of Lease approved in writing by Assignee, in the ordinary course of Assignor's business and upon commercially reasonable terms; (v) in any manner impair the value of the Property; or (vi) permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for general real estate taxes not delinquent.

4. Affirmative Covenants of Assignor. Assignor shall at its sole cost and expense (i) provide Assignee, within fifteen (15) days after the end of each calendar year and, if Assignee so requests, within fifteen (15) days of Assignee's request, with a rent roll for the Property containing

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the names of all occupants of the Property or any part thereof, the terms of their respective Leases, the space occupied and the rentals payable thereunder and such other information as Assignee shall reasonably require and, upon Assignee's request, a copy of each Lease affecting the Property whether now existing or hereafter arising; (ii) enter into any new Leases only upon a form of Lease previously approved by Assignee in writing; (iii) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in the Leases; (iv) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the occupants to be kept and performed; (v) 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 Assignor, as Lessor, and of the occupants thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (vi) make, execute and deliver to Assignee upon demand any and all instruments required to further evidence the assignment to Assignee hereunder of any and all Leases subsequently entered into; (vii) exercise within five (5) days of the demand therefor by Assignee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof; (viii) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any lessee of the Property or any part thereof or receive from any lessee of the Property or any part thereof; and (ix) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the Default Rate provided in the Note.

5. Agreement of Assignor. (a) Should Assignor fail to make any payment or to do any act as herein provided for, then Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor contained in the Leases, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

(b) This Assignment shall not operate to place responsibility for the control, management, care and/or repair of the Property upon Assignee and Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except any such claims or demands resulting from the acts or actions of Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor, with interest thereon from the date incurred at the Default Rate provided in the Note, immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to

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the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(d) A demand on any lessee by Assignee for the payment of the rent upon any Event of Default claimed by Assignee hereunder shall be sufficient warrant to the lessee to make future payment of rents to Assignee without the necessity for further consent by Assignor.

(e) Assignor does further specifically authorize and instruct each and every present and future lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment. Assignor hereby acknowledges that the foregoing waiver is made for the benefit of any such lessee.

(f) Assignor hereby irrevocably appoints Assignee as his true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after any Event of Default hereunder, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Occupants of the Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such occupants, and are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

(g) In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease shall be made payable both to Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it shall duly endorse to the order of Assignee any such check, the proceeds of which shall be applied to whatever portion of the indebtedness secured by this Assignment Assignee may elect.

6. Events of Default. The occurrence of any one or more of the following events or conditions shall be an Event of Default hereunder:

(a) non-payment of any of the indebtedness evidenced by the Note or secured by the Mortgage when due, whether by acceleration or otherwise;

(b) the occurrence of an Event of Default under the terms of the Note; or

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(c) the occurrence of an Event of Default under the terms of the Mortgage; or

(d) a default in the performance of any obligation, covenant, or agreement contained herein and the expiration of any applicable grace period, or the breach or any warranty or representation contained herein; or

(e) the occurrence of an Event of Default under the terms of any other Loan Document.

Upon, or at any time after, the occurrence of an Event of Default, Assignee may, at its option, without regard to the adequacy of the security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by receiver to be appointed by a court, enter upon, take possession of, manage and operate the Property or any part thereof; and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profits, and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of said Property or the collection of such rents, issues, profits and advances and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents or the Note. Assignor agrees that it shall facilitate in all reasonable ways Assignee's collection of said rents, and shall, upon request by Assignee, promptly execute a written notice to each lessee directing the lessee to pay rent to Assignee.

7. Assignee's Right to Exercise Remedies. No remedy conferred upon or reserved to Assignee herein or in the Loan Documents or the Note or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations, herein, in the Note or in the Loan Documents shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Assignor and/or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power or remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

8. Defeasance. As long as Assignor shall not have committed an Event of Default hereunder, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and the Loan Documents, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms of conditions shall

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be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

9. Miscellaneous. (a) This Assignment may be modified, amended, discharged or waived only by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) The covenants of this Assignment shall bind the Assignor, the successors and assigns of Assignor, and all present and subsequent occupants and sub-occupants of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns.

(c) As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several.

(d) The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

(e) In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(f) This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

(g) All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) three business days after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service or by facsimile transmission, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service and (b) addressed as follows:

If to Assignor:

Robert L. Bernstein
1733 Christopher Drive
Deerfield, Illinois 60015

If to Assignee:

LaSalle Bank FSB
8303 W. Higgins
Chicago, Illinois 60631

or at such other place as any party hereto may by notice in writing designate as a place for service of notice, shall constitute service of notice hereunder.

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(h) The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

(i) This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

10. Exculpation of Trustee. This Assignment of Rents and Leases is executed by Trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Trustee personally to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Trustee personally is concerned, the legal holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the collateral hereby conveyed for the payment thereof, by the enforcement of the lien created by the Mortgage or any other Loan Document, or by action to enforce the personal liability of any comaker of the Note or any guarantor thereof.

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IN WITNESS WHEREOF, the undersigned have caused these presents to be signed by the day and year first above written.

TRUSTEE:

X

American National Bank,
as Trustee and not personally *UTA DATED*
24 SEPT 96 AKA TR No. 122138-07

ATTEST:

Attestation not required by American National
Bank and Trust Company of Chicago by Laws

By: _____
Its: _____

By: *David Rosenfeld*
Its: _____

BENEFICIARY:

The Magnolia-Thorndale Limited Partnership,
an Illinois Limited Partnership

BY: *Robert L. Bernstein*

Robert L. Bernstein

ITS: Sole General Partner

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TRUSTEE'S ACKNOWLEDGEMENT

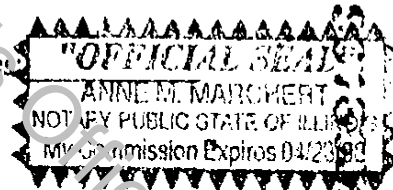
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Anne M. Marchert, a Notary Public in and for said
County in the State aforesaid, DO HEREBY CERTIFY THAT
DAVIDS ROSENFELD and
the AV personally known to me and known by me to be
Secretary President and
American National Bank and Trust Company of Chicago respectively of
as trustee as aforesaid, in
whose name the above and foregoing instrument is executed, appeared before me this day in person
and acknowledged that they signed and delivered the said instrument as their free and voluntary act
and as the free and voluntary act of said corporation, as trustee as aforesaid, for the uses and
purposes therein set forth, and the said Secretary then and there
acknowledged that he/she, as custodian of the corporate seal of said corporation did affix the said
corporate seal to said instrument as his/her free and voluntary act and as the free and voluntary act of
said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15 day of
Oct, 1996.

Anne M. Marchert
Notary Public

My Commission Expires



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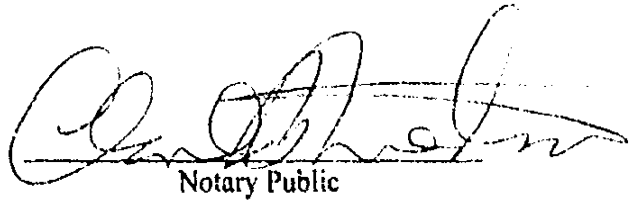
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BENEFICIARY'S ACKNOWLEDGEMENT

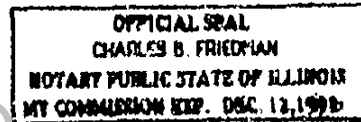
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I HEREBY CERTIFY that on this 18th day of OCTOBER, 1996 before me personally appeared ROBERT L. BERNSTE to me known to be the same person who signed the foregoing instrument as his free act and deed for the use and purpose therein mentioned.

WITNESS my signature and official seal at CHICAGO in the County of Cook and State of Illinois, the day and year last aforesaid.


Notary Public

My Commission Expires: 12-12-96



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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 1 IN BLOCK 4 IN ROSEDALE ADDITION TO EDGEWATER IN THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 5 TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P.L.N. #14--05-308-046

COMMON ADDRESS: 5922-24 N. MAGNOLIA & 1243-45 W. THORNDALE
CHICAGO, IL 60660

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