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Version 4 3/15/96

ASSIGNMENT OF LEASES
AND RENTS

DEPT-01 RECORDING \$41.00
T#0012 TRAN 9854 03/28/96 10:37:00
#9387 # ER *-76-237146
COOK COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS, that whereas DODI NORTHFIELD L.L.C., an Illinois limited liability company (hereinafter, together with its heirs, executors, administrators, successors, and assigns,

"Assignor"), is the owner of the premises known as 1832 Willow Road, Northfield, Illinois as legally described on Exhibit A attached hereto and made a part hereof (together with all improvements thereon and appurtenances thereto, "the Premises"), which are to be conveyed by and are more particularly described in that certain mortgage, trust deed, deed of trust, or loan deed (as it may be extended or amended, ("the Mortgage"), executed by Assignor and recorded herewith in the office of the Recorder of Deeds, for the County of Cook, State of Illinois ("the Registry of Deeds"), which said Mortgage, together with the note (as it may be extended or amended, "the Note"), and the debt secured thereby ("the Loan"), is owned and held by JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, having its principal place of business at John Hancock Place, P.O. Box 111, Boston, Suffolk County, Massachusetts 02117 (hereinafter, together with its successors and assigns, "Assignee"); and

4/1/96

WHEREAS Assignor wishes to further secure Assignee in the indebtedness, now due and to become due to Assignee, secured by the Mortgage or otherwise;

NOW, THEREFORE, in consideration of these presents, the mutual agreements herein contained, and Assignee's making of the Loan to Assignor, and as security for the payment of all sums to be paid pursuant to the Note and the performance of all other obligations set forth in the Note, the Mortgage, and any related loan documents, including without limitation this Assignment (the Note, the Mortgage, and such other related documents, as they may be extended or amended, being "the Loan Documents"),

A. Present and Absolute Assignment. Assignor does hereby presently and absolutely SELL, ASSIGN, TRANSFER, SET OVER, and GRANT to Assignee:

1. All leases, license agreements, and other occupancy and use agreements, oral or written, now or hereafter existing, for the Premises or any part thereof, together with all options therefor, options and other rights contained therein, amendments thereto, and renewals, modifications, and guarantees thereof including without limitation those leases set forth on Exhibit B attached

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BOX 326

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hereto and made a part hereof (in the singular, a "Lease"; together, "the Leases");

2. All the rents, income, profits, issues, revenues, royalties, earnings, avails, damages; insurance loss proceeds or refunds or rebates of premiums; proceeds from the taking of the whole or any part of the Premises for public purposes by eminent domain or otherwise; proceeds from the termination, surrender, or rejection of any Lease or from the buyout of any such right; accounts receivable; abatements, refunds, or rebates of taxes or assessments, security and other types of deposits; settlement payments or payments made by or on behalf of any tenant or any other party in lieu of rent; and any other payment or benefit now due and which may hereafter become due under and by virtue of any of the Leases or otherwise in connection with the use, leasing, licensing, possession, or operation of the Premises (together, "the Rents");
3. The right to the use and possession of the Premises; and
4. The right to the use and possession of and the right to rent, let and/or lease any or all of the furniture, furnishing, fittings, attachments, appliances, and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the Premises in or to which Assignor has any right, title, or interest (together, "the Personal Property").

B. Appointment of Assignee as Attorney for Assignor. Assignor hereby irrevocably constitutes and appoints the Assignee its true and lawful attorney in its name and stead to:

1. collect any and all Rents and endorse, in the name of either Assignee or Assignor, any check representing Rents;
2. use such measures, legal or equitable, as in its discretion it may deem necessary or appropriate to enforce the payment of the Rents;
3. secure and maintain the use and/or possession of the Premises, the Personal Property, or any part of either; and
4. fill any and all vacancies and rent, lease and/or let the Premises, the Personal Property, or any part thereof, at its discretion.

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Assignor further hereby grants to Assignee full power and authority to make contracts for the care and management of the whole or any part of the Premises and/or the Personal Property in such form and providing for such compensation as may be deemed advisable by Assignee, and, for the performance or execution of any or all of these presents, to constitute, appoint, authorize and, in Assignor's place and stead, put and substitute one attorney or more for Assignor; and as Assignor's attorney or attorneys, in Assignee's discretion, to revoke, and to do, execute, perform and finish for Assignor and in Assignor's name all and singular those things which shall be necessary or advisable, or which said attorney or its substitute or substitutes shall deem necessary or advisable, in and about, for, touching or concerning these presents, the Premises, or the Personal Property, or any of them, as thoroughly, amply, and fully as Assignor, being personally present, could do concerning the same; and whatsoever said attorney or its substitute or substitutes shall do or cause to be done in, about, or concerning these presents, the Premises, or the Personal Property, or any part of any of them, Assignor hereby ratifies and confirms; and also hereby granting to Assignee full power and authority to exercise at any and all times each and every right, privilege, and power herein granted, without notice to Assignor. The foregoing appointment of Assignee as Assignor's attorney is coupled with an interest, and is irrevocable and continuing, and the rights, powers, and privileges described herein shall be exclusive in Assignee, its successors and assigns, until the recording in the Registry of Deeds of a discharge of the Mortgage.

C. Actions of Assignor as Landlord. Assignor hereby covenants and agrees as follows:

1. That the terms of any of the Leases listed on Exhibit B hereto ("the Specified Leases") will not be altered, modified, or amended, nor will the surrender or cancellation of any Specific Lease be accepted, nor will any Specified Lease be terminated or any tenant under a Specified Lease be released from liability, nor will any assignment or sublease of any Specified Lease be allowed or consented to (except to the extent the terms of the Specified Lease permit an assignment or sublease without the prior written approval of the landlord thereunder), nor will any proceedings for the dispossession or eviction of any tenant under any Specified Lease be instituted, without the prior written consent of Assignee;
2. To observe and perform all of the obligations imposed upon the landlord under the Leases;
3. Not to collect any Rents more than 30 days in advance of the time when the same become due, except security

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deposits and last month's rent to the extent expressly provided for in the Leases;

4. Not to enter into any new Leases or to renew or extend any existing Leases without the prior written consent of Assignee, which consent may be upon such conditions as Assignee in its sole discretion may require, including without limitation (i) that the tenant execute a subordination, non-disturbance, and attornment agreement on a form acceptable to Assignee and/or (ii) that any such Lease be designated a Specified Lease pursuant to section C.1., above; and
5. Not to sell, assign, transfer, set over, mortgage, pledge, or encumber any of the Rents or the Leases, at any time during the life of these presents.
6. That notwithstanding the license granted to Assignor in section H hereof, if any Lease is terminated (including without limitation a voluntary termination of the Lease approved by Assignee and a termination or rejection of a Lease in a bankruptcy or other similar proceeding) and in connection with such termination or rejection there is the payment of (i) a lump sum settlement, (ii) a termination fee, premium, or penalty, or (iii) any other amount or amounts paid in conjunction with such termination (collectively and singly, "the Termination Amount"), then in such event, whether or not Assignor is in default under the Note, the Mortgage, any other Loan Document, or any Lease, the Termination Amount shall at Assignee's option be payable directly to Assignee, and at Assignee's option may be (x) applied to outstanding amounts due under the Loan, or (y) held by Assignee as additional collateral securing the Note until a new Lease or other collateral acceptable to Assignee in its reasonable discretion is substituted for the terminated Lease. Nothing herein shall be deemed approval by Assignee of the termination of any Lease or the payment of any Termination Amount.

Any agreement or action which violates any part of this section C shall be null and void and of no force whatever.

D. Further Agreements Regarding Assignee. Assignor further hereby expressly covenants and agrees as follows:

1. that Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power, and/or authority are herein granted it and shall be liable only for such cash as it actually receives under the terms hereof, provided, however, that failure of Assignee to do any of the things or exercise

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any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers, or authorities hereby assigned and granted to Assignee;

2. that Assignee shall not be responsible for the control, care, or management of the Premises or the Personal Property, or for carrying out any of the terms and conditions of the Leases, or for any waste committed or permitted on the Premises or damage to Personal Property by any tenant or third party, and Assignee shall not be liable by reason of any dangerous or defective condition of the Premises;
3. that Assignor will execute, acknowledge, deliver, and record and/or file, upon the request of Assignee, any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purpose deemed by Assignee to be necessary or appropriate in connection with this Assignment, the Premises, or the Personal Property;
4. that during the term of this Assignment and any proceedings brought to enforce the Mortgage, Assignor will not remove or cause or allow to be removed from the Premises any of the Personal Property, except in the ordinary course of business and after replacing what has been removed with personal property of the same or greater value and usefulness;
5. that neither this Assignment nor any collection of Rents or other exercise of any rights by Assignee pursuant hereto shall in any way operate to waive or cure any default by Assignor under the Note, the Mortgage, or any other Loan Document, or to prevent Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Note, the Mortgage, or any other Loan Document;
6. that Assignee's acceptance of this Assignment shall not constitute Assignee's consent to any Lease, nor its agreement to subordinate the Mortgage to any Lease, nor its agreement that any Lease shall survive foreclosure of the Mortgage; and
7. that notwithstanding any provision in the Note, the Mortgage, or any other Loan Document limiting the liability of Assignor, Assignor shall (i) reimburse to Assignee (a) all Rents received more than 30 days in advance, (b) all security deposits made in connection with any Leases, and (c) all Termination Amounts not either paid to Assignee or otherwise applied in

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accordance with Assignee's express written consent, and (ii) indemnify Assignee and its officers, employees, and agents, with counsel of Assignee's choice, from all claims, demand, liabilities, losses, damages, and judgments, arising out of tortious or other acts or omissions of Assignor or its agents or employees giving rise to claims against Assignee, including claims by tenants for damages or offsets, and including all unpaid leasing commissions, uncompleted tenant finish work, or similar unfulfilled affirmative landlord obligations, including, in all such instances, all costs, including attorneys' fees, incurred by Assignee in prosecuting or defending such claims.

E. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee as follows:

1. That the rent roll or occupancy schedule attached as an exhibit to the Mortgage Commitment Application given by Assignor to Assignee in connection with its application for the Loan ("the Rent Roll") is a true, accurate, and complete list of all Leases or options to lease now in effect at the Premises; that each of the Leases is valid and enforceable; that none of the Leases has been amended or extended except as expressly set forth on Exhibit "B" attached hereto; that no tenant has any right or option to renew, modify, or extend its Lease, or to acquire the Premises or any portion thereof or any interest therein, except as expressly set forth in the Rent Roll or the Specified Lease; that there exist no uncured defaults by Assignor under any of the Leases, nor, to Assignor's knowledge, any uncured defaults by any tenant thereunder; that there are no claims by tenants, or obligations on the part of the landlord, in connection with any of the Leases except as expressly set forth in the Rent Roll; that no rental concessions or periods of free rent have been given for any period after the date of this Assignment except as expressly set forth in the Rent Roll; and that Assignor has given to Assignee true, correct, and complete copies of all of the Leases; and
2. that none of the Rents or the Leases have heretofore been sold, assigned, transferred, or set over by any instrument now in force, and that Assignor has good right to sell, assign, transfer, and set over the same and grant to and confer upon Assignee the rights, interests, powers, and/or authorities herein granted and conferred.

F. Payment of Rents by Tenants to Assignee. Assignor hereby expressly authorizes and instructs each and every present and future tenant of the whole or any part of the Premises to pay all unpaid Rents agreed upon in each Lease to Assignee upon receipt of

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demand from Assignee to so pay the same. No tenant shall have any duty to investigate the validity or accuracy of any such demand by Assignee. Each such tenant shall be relieved of any liability to Assignor for payment of Rents under its Lease to the extent that it has paid Rents to Assignee pursuant to this section F, even if it is later determined that Assignee's demand for payment of Rents was invalid.

All Rents received by Assignee pursuant to this Assignment may be applied as Assignee sees fit, either to principal, interest, or other sums due under the Note or Mortgage; to taxes, insurance, or other sums for the Premises; or for any expenses for the repair, operation, maintenance, or improvement of the Premises. Any Rents applied to sums due under the Note or Mortgage shall be treated as a pro tanto reduction or repayment of the Loan, it being expressly agreed that the existence of this absolute Assignment shall not be treated as a pro tanto discharge of the Mortgage. No receipt of Rents and no expenditure of sums in accordance with this paragraph shall make Assignee a mortgagee-in-possession of the Premises.

G. Miscellaneous. This Assignment may not be amended or revoked except by a written amendment or by a discharge of the Mortgage, in either case executed by Assignee and recorded in the Registry of Deeds.

Assignor, for the consideration aforesaid, hereby approves, ratifies and confirms all that Assignee may have done under any previous assignment of rents, or in connection with the Premises, the Personal Property, the Loan, and/or the Mortgage.

Assignor agrees, for itself and for all tenants, present and future, under any of the Leases, that no affirmative landlord obligation under or related to any Lease shall be binding upon any purchaser at foreclosure or upon the recipient of a deed in lieu of foreclosure, in both cases including without limitation Assignee.

If Assignee brings an action to enforce the provisions of this Assignment, Assignor shall be liable for Assignee's attorneys' fees and related costs and expenses.

H. Rights of the Parties. Unless and until there is an Event of Default in the performance or observance of any of the terms of the Note, the Mortgage, or any other Loan Document, and subject to the provisions of all other Loan Documents, Assignor is hereby granted a limited license, as hereinafter set forth, to possess and use the Premises and the Personal Property, to collect and receive the Rents, and to enforce the collection of Rents by any appropriate action or proceeding (subject to section C.1. hereof) brought in the name of Assignor. Rents received by Assignor or its agent shall be applied to payments on the Note as and when the same become due and to performance of any other then outstanding obligations under the Loan Documents.

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Upon default under any of the terms or provisions of the Note, the Mortgage, or any other Loan Document after expiration of any applicable notice and cure periods, and without prior notice being given to Assignor or any subsequent owner of the Premises by Assignee in the exercise upon default of its rights hereunder or under any other Loan Document, and without any requirement that a receiver be appointed or that Assignee have taken control of the Premises, said limited license shall automatically be revoked and become null and void, and Assignor shall, upon receipt of demand from Assignee, promptly pay over to Assignee all Rents then in Assignor's possession or control and all Rents received after Assignor's receipt of such demand. Assignee, at its option and without further consent thereto by Assignor, may thereupon collect the Rents, may enter in and upon the Premises and take possession thereof and of the Personal Property, and may do every act and thing that Assignor or any subsequent owner of the Premises might or could do. Upon curing all such defaults within applicable cure periods, subject to section D.5. hereof, Assignor shall then again be entitled under said limited license to collect and receive the Rents payable by tenants after such defaults have been cured.

Without limiting the provisions of the preceding paragraph, upon default under any of the terms or provisions of the Note, the Mortgage, or any other Loan Document after expiration of any applicable notice and cure periods, Assignee may enforce this Assignment by any legal or equitable remedy, including an action for damages or for specific performance of this Assignment, and Assignor agrees to the appointment of a receiver in connection with any such action or remedy, and agrees that its failure to pay over any Rents to Assignee, as set forth in the preceding paragraph, shall constitute conversion of the funds of Assignee.

Any notices which either party may be required or may desire to give to the other shall be given as set forth in the Mortgage.

Upon the recording in the Registry of Deeds of a discharge of the Mortgage, this Assignment shall terminate (provided that sections D.1., D.2., and D.7. hereof shall survive such termination); and the Leases shall automatically be reassigned to the then owner in fee of the Premises; or if said owner so directs by written notice, the Leases shall be assigned to such other person or persons legally entitled thereto as said owner designates, without representation or warranty of any kind, express or implied.

If any one or more of the provisions of this Assignment are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

This Assignment shall be interpreted in accordance with the laws of the State in which the Premises are located.

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EXECUTED AT Chicago, Cook County, Illinois, as of this 1st day of March, A.D. 1996.

DODI NORTHFIELD L.L.C., an Illinois limited liability company

By: James J. DiMatteo
Its: Manager

ATTEST:

Donna DeAngelis
Its: SA VICE PRESIDENT

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 1st day of March, 1996 by James J. DiMatteo and David Houch, the Manager and S.V.P. respectively of Dodi Northfield L.L.C., an Illinois limited liability company, on behalf of said limited liability company.

"OFFICIAL SEAL"
DONNA DEANGELES
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-17-99

Donna DeAngelis
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: 3/17, 1999

This instrument was prepared by, and after recording, registration or filing please return to:

WILSON & McILVAINE
500 West Madison Street
Suite 3700
Chicago, Illinois 50661
Attention: Peter A. Sarasek, Esq.
(312) 715-5000

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EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Dominick's Finer Foods Resubdivision according to the Plat thereof recorded February 29, 1996 as Document 96154979, being a resubdivision of part of the East 1/2 of the Southeasterly 1/4 of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian and part of the West 1/2 of the Southwesterly 1/4 of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PERMANENT TAX NUMBER:

PROPERTY ADDRESS

04-24-413-023
04-24-413-030
04-24-413-031
04-24-413-032
04-24-413-057

1832 Willow Road
Northfield, Illinois

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EXHIBIT B

SPECIFIED LEASES

<u>UNIT NO.</u>	<u>TENANT</u>	<u>DATE OF LEASE</u>
1832 Willow Road	Dominick's Finer Foods	3/21/95

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WILSON & McILVANE
Box 326