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PREPARED BY AND WHEN
RECORDED RETURN TO:

Mary C. Muehlstein
Pedersen & Houpt
161 North Clark Street
Suite 3100
Chicago, Illinois 60601

DEPT-01 RECORDING \$35.50
T#0014 TRAN 4402 04/23/96 10:00:00
44690 + JW # - 96 - 301808
COOK COUNTY RECORDER

AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

THIS AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS dated April 22, 1996 (the "Assignment"), by and among Chicago Title and Trust Company not personally but solely as Trustee (the "Trustee") under Trust Agreement dated January 30, 1978 and known as Trust Number 1071524 (the "Trust"), Richard A. Lane (the "Beneficiary"), owner of 100% of the beneficial interest with sole power of direction in and to the Trust, whose principal residence is at 2239 North Dayton, Chicago, Illinois 60614 (the Trustee and Beneficiary are hereinafter collectively referred to as "Assignors"), and Associated Bank Chicago (the "Assignee"), with principal offices at 200 East Randolph Drive, Chicago, Illinois 60601. Assignors have concurrently executed and delivered to Assignee a mortgage (the "Mortgage") on the real property commonly known as 2103-11 North Sedgwick and 354-58 West Dickens, Chicago, Illinois 60614, and more fully described in the attached Exhibit A (the "Premises"). This Assignment amends and restates in its entirety that certain Assignment of Rents made by the Chicago Title and Trust Company as Trustee under the Trust to Assignee recorded May 6, 1991 as document no. 91-211327.

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To further secure the Mortgage and the underlying debt secured by the Mortgage (the "Debt"), Assignors assign to Assignee all leases now in existence or executed at a later date, either oral or written, and all extensions, renewals, and replacements of the leases, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it. Copies of existing leases and lease amendments have been delivered to Assignee. Assignors will provide copies of any future leases and lease amendments to Assignee.

Assignee shall have complete authority, in case of default in the terms of the Mortgage or the Debt, (a) to demand and collect the rents, (b) to take possession of the Premises without having a receiver appointed, (c) to rent and manage the Premises and (d) to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is either paid in full or title is obtained through foreclosure or otherwise. Assignors consent to the appointment of a receiver if this is believed necessary or desirable by Assignee. Taking possession of the premises or collecting rent shall not constitute a cure or waiver of any existing default.

1st AMERICAN TITLE order # CC93031 Bx3gw

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ASSIGNORS REPRESENT AND COVENANT AS FOLLOWS:

1. Assignors will fulfill and perform their obligations under all leases and give Assignee prompt notice of any default in the performance of the terms and conditions of the leases by either Assignors or tenant, together with copies of notices sent or received by Assignors in connection with any lease.
2. Assignors shall not in any way, without the prior written consent of Assignee, (a) amend, assign, cancel, or terminate any lease, (b) accept a surrender, or (c) accept any payment of rent more than one month in advance, except that Assignors may increase rents without Assignee's consent.
3. Assignors will appear and defend or prosecute any action growing out of any lease at Assignors' cost and expense.
4. Assignee may make any payment, including necessary costs, expenses, and reasonable attorney's fees, or perform any action required of Assignors under any lease, without releasing Assignors from the obligation to do so and without notice to or demand on Assignors. Assignors will reimburse Assignee for all such costs, expenses, and fees, together with interest at the highest rate charged on the Debt, all of which shall be added to the Debt.
5. Assignors have not previously assigned any of their rights under any lease; they have not accepted rent more than thirty (30) days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of their knowledge, no person or entity other than authorized tenants is in possession of the Premises.
6. Assignee shall not be obligated by this assignment to perform or discharge any obligation under any lease, and the Assignors agree to indemnify Assignee and hold it harmless from all liability or damage which it may incur under any lease and from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any terms of any lease. If Assignee incurs any liability, damages, or costs associated with its defense, all such amounts shall be secured by this assignment and the Mortgage, and Assignors shall immediately reimburse Assignee upon demand for all such amounts, together with interest at the highest rate charged on the Debt.
7. Assignors covenant not to execute any other assignment of the leases or rents as security for any debt without the prior written consent of Assignee.

Any notice which either party may give or is required to give under this assignment shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

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If any provision of this assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this assignment. No waiver by Assignee of any right or remedy it may have or failure to insist on strict performance by Assignors shall affect or act as a waiver of any other right or remedy of Assignee, nor affect the subsequent exercise of the same right or remedy by Assignee for any subsequent default by Assignors, and all rights and remedies of Assignee are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns.

This assignment shall be governed by Illinois law except to the extent it is preempted by federal law or regulations.

WAIVER OF JURY TRIAL: ASSIGNEE AND ASSIGNORS AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT OR ANY RELATED INSTRUMENT OR AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN OR ACTIONS OF EITHER OF THEM. NEITHER ASSIGNEE NOR ASSIGNORS SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY EITHER ASSIGNEE OR ASSIGNORS EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY BOTH OF THEM.

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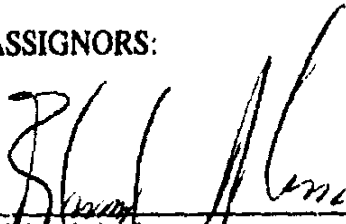
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Executed by Assignors on the date first written above.

WITNESS:

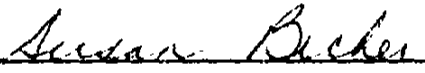
ASSIGNORS:



Richard A. Lane

~~was~~ CHICAGO TITLE COMPANY, formerly
CHICAGO TITLE AND TRUST COMPANY,
not personally but solely as ^{TCMC}
trustee under Trust Agreement
dated January 30, 1978 and
known as Trust Number 1071524

Attached exoneration rider is incorporated herein

By 
Its ASST. VICE PRESIDENT

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EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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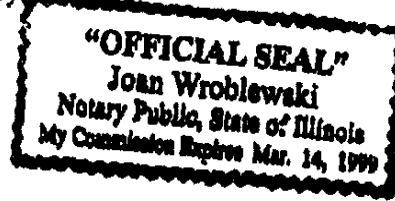
ACKNOWLEDGMENTS

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 Richard A. Lane, 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 that he signed, sealed and delivered the said instrument as its free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22 day of April, 1996.

Joan Wroblewski
Notary Public



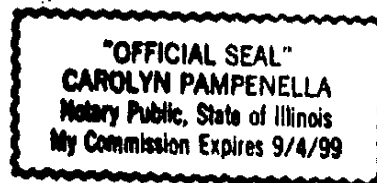
My Commission Expires:

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 SUSAN, as ASST. VICE PRESIDENT of Chicago Title and Trust Company, 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 that he signed, sealed and delivered the said instrument as its free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 22nd day of April, 1996.

Carolyn Pampenella
Notary Public



My Commission Expires:

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CLERK OF COURT
COOK COUNTY
JAN 15 1993

My Commission Expires
January 15, 1993
CANDACE R. BROWN
CLERK OF COURT

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EXHIBIT A

Legal Description

Legal Description attached hereto and made a part hereof.

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Parcel 1

That part of Lots 32, 33 and 34 (taken as one tract) described as follows: Beginning at a point in the West line of Lot 34 aforesaid 30.46 feet North of the Southwest corner thereof; thence East at right angles thereto 9.83 feet; thence North at right angles thereto 4.05 feet; thence East at right angles thereto 10.28 feet; thence South at right angles thereto 6.70 feet; thence East at right angles thereto 7.45 feet; thence North at right angles thereto 3.15 feet; thence East at right angles thereto 3.93 feet; thence South at right angles thereto 3.15 feet; thence East at right angles thereto 4.55 feet; thence North at right angles thereto 6.67 feet; thence East at right angles thereto 2.05 feet; thence North at right angles thereto 1.50 feet; thence East at right angles thereto 5.05 feet; thence South at right angles thereto 1.67 feet; thence East at right angles thereto 4.98 feet to the East line of lot 33 aforesaid; thence North along said East line 14.79 feet; thence West at right angles thereto 1.0 feet; thence North at right angles thereto 9.45 feet; thence East at right angles thereto 25.06 feet to the East line of Lot 32 aforesaid; thence North along said East line 60.72 feet to the Northeast corner thereof; thence West along the North line of Lots 32, 33 and 34 aforesaid 72.18 feet to the Northwest corner of Lot 34 aforesaid; thence South along the West line thereof 89.36 feet to the point of beginning, all in Samuel B. Chase's Subdivision of Block 20 in Canal Trustees Subdivision of North half and North half of Southeast quarter and East half of Southwest quarter of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2

That part of Lots 33 and 34 (taken as one tract) described as follows: beginning at the Southwest corner of Lot 34 aforesaid; thence North along the West line of Lot 34 aforesaid 30.46 feet; thence East at right angles thereto 9.83 feet; thence North at right angles thereto 4.05 feet; thence East at right angles thereto 10.28 feet; thence South at right angles thereto 6.70 feet; thence East at right angles thereto 7.45 feet; thence North at right angles thereto 3.15 feet; thence East at right angles thereto 3.93 feet; thence South at right angles thereto 3.15 feet; thence East at right angles thereto 4.55 feet; thence North at right angles thereto 6.67 feet; thence East at right angles thereto 2.05 feet; thence North at right angles thereto 1.50 feet; thence East at right angles thereto 5.05 feet; thence South at right angles thereto 1.67 feet; thence East at right angles thereto 4.98 feet to the East line of Lot 33 aforesaid; thence South along the East line thereof 34.67 feet to the Southeast corner of Lot 33 aforesaid; thence Westerly along the South line of Lots 33 and 34, 48.12 feet to the point of beginning, all in Samuel B. Chase's Subdivision of Block 20 in Canal Trustees Subdivision of North half and North half of Southeast quarter and East half of Southwest quarter of Section 33, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property Address:

354-58 W. Dickens, Chicago, IL 60614

2103-11 N. Sedgwick Ave., Chicago, IL

60614

PIN's: 14-33-205-059

14-33-205-060

14-33-205-061

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