

ASSIGNMENT OF LEASES, RENTS AND PROFITS

This Assignment of Leases, Rents and Profits (the "**Assignment**") is made this 24 day of January, 1998, by SALTZMAN PRINTERS, INC. (jointly or singly, the "**Borrower**") and ALLIED CAPITAL SBLC CORPORATION, having an address of 1666 K Street, N.W. #901 Washington, D.C. 20006 (the "**Lender**").

In consideration of a loan in the amount of Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Borrower assigns, transfers and delivers to Lender all right, title and interest of Borrower in and to (a) all leases, subleases, tenancies and any other agreement affecting the use of all or any part of the real property, located in the State of Illinois, and more particularly described as follows:

[See Exhibit "A" attached to and made a part of this Assignment]

(the "**Property**"), whether written or oral, now or hereafter existing, together with any renewals, extensions or substitutions thereof (collectively, the "**Assigned Leases**"); (b) all rents, profits, and other payments of every kind due and payable and to become due or payable to Borrower by virtue of the Assigned Leases, or otherwise due or payable to Borrower as the result of any use, possession or occupancy of all or any part of the Property (collectively, all such rents, profits, issues, rights, revenues, payments and other monies being referred to as the "**Rents**"); (c) all guarantees of the Assigned Leases; (d) all permits, licenses, management agreements, contracts, leasing and rental agreements, maintenance contracts and any other agreement or instrument, the purpose of which is or may be to permit Borrower to use all or any part of the Property; and (e) any award made in any court proceeding involving any of the tenants in any bankruptcy, insolvency or reorganization proceedings in any state or federal court.

This Assignment is made as additional security for the payment of a Note dated today (the "**Note**"), which Note is secured by Borrower's Mortgage dated today (the "**Mortgage**") conveying the Property to certain trustees to secure Borrower's indebtedness to Lender under the Note.

The parties agree as follows:

1. Borrower represents and warrants that: (i) Borrower has title to the Assigned Leases and the right to assign the Rents; (ii) true copies of the Assigned Leases have previously been submitted to Lender for approval; (iii) the Assigned Leases have not been modified since their submission to Lender; (iv) Borrower has made no other assignment of any interest in the Assigned Leases; and (v) there are no uncured defaults under the Assigned Leases.

2. Without the prior written consent of Lender, Borrower shall not: (i) cancel, surrender or terminate any of the Assigned Leases; (ii) alter or modify the Assigned Leases;

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(iii) consent to the release of any party liable on the Assigned Leases; or (iv) enter into new leases affecting the Property.

3. Until such time as a default occurs under the Note or Mortgage, Borrower shall have the privilege of collecting, receiving and applying for Borrower's own account all Rents.

4. Borrower has not collected or accepted, and shall not collect or accept, any installment of Rents more than one (1) month in advance or in advance of the respective dates prescribed in the Assigned Leases for the payment of rent.

5. If Borrower defaults in any of its obligations under the Note or the Mortgage or abandons the Property, Lender, at its option, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon and take possession of the Property. Upon taking possession, Lender may manage and operate the Property, collect and receive all Rents, cancel or modify the Assigned Leases, evict tenants under the Assigned Leases, let or re-let the Property, bring or defend any actions concerning the Property in its own name or in Borrower's name, make repairs to the Property, and perform any other acts concerning the management and operation of the Property as Lender, in its discretion, may deem proper. Lender is hereby appointed Borrower's attorney-in-fact to sign any documents needed in connection with the management and operation of the Property. Lender may require the appointment of a receiver for the Property, either pending a foreclosure sale or otherwise, regardless of whether the Property is adequate security for the indebtedness secured by the Mortgage, and Borrower consents to such appointment and will, upon Lender's request, formally evidence such consent in writing in any proceeding for the appointment of such receiver.

6. Lender or the receiver, as the case may be, shall not be required to account to Borrower for its possession or management and operation of the Property other than for the Rents actually received. In addition, Lender shall not be liable to Borrower for Lender's failure to collect or receive Rents.

7. Lender shall apply any Rents it collects or receives under this Assignment as follows: first, to Lender's expenses in operating and managing the Property and collecting the Rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees; second, to repayment of the indebtedness evidenced by the Note or to performance of Borrower's other obligations under the Mortgage, in such proportions as Lender may elect; and third, to pay the balance, if any, to Borrower.

8. Lender's acceptance of this Assignment and its collection of the Rents assigned by this Assignment shall not constitute a waiver of any of Lender's rights under the Note or Mortgage. Lender's receipt of Rents shall not be deemed to cure any default of Borrower under the Note or Mortgage.

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9. Lender shall not be obligated to perform or discharge any of Borrower's duties or obligations under the Assigned Leases, and Borrower agrees to indemnify Lender for, and to save it harmless from, any and all liability arising from any of the Assigned Leases or from this Assignment. This Assignment shall neither make Lender responsible for the control, care, management or repair of the Property nor make Lender liable to Borrower or to tenants or other third parties for any negligence in the management, operation, upkeep, repair or control of the Property.

10. Borrower authorizes Lender to give notice in writing of this Assignment at any time to any tenant under any of the Assigned Leases.

11. Violation by Borrower of any of the provisions of this Assignment shall be deemed a default under the Note and Mortgage.

12. Borrower covenants to perform all the landlord's obligations under the Assigned Leases. Default by Borrower under any of the terms of the Assigned Leases shall be deemed a default under the terms of the Note and Mortgage.

13. Upon Lender's request, Borrower shall execute assignments of specific existing or future leases affecting the Property.

14. Lender's remedies under this Assignment are intended to be cumulative with Lender's remedies under the Note or the Mortgage, and Lender shall be entitled to exercise such remedies concurrently, independently or consecutively in Lender's sole discretion.

15. Without prejudice to Lender's rights under this Assignment, Lender may: (i) take or release any other security for the indebtedness secured by this Assignment; (ii) grant extensions or indulgences regarding such indebtedness; or (iii) release any party liable for such indebtedness.

16. This Assignment shall terminate upon the full performance of the Mortgage and the proper recordation of the release of the Mortgage.

17. This Assignment applies to the parties and their respective heirs, executors, legal representatives, successors and assigns.

Borrower has caused this instrument to be properly executed as of the date shown above.

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WITNESS/ATTEST:

BORROWER:

SALTZMAN PRINTERS, INC.

[Signature]
Name: Ira S. Saltzman
Title: Secretary

By: [Signature] [SEAL]
Name: Lewis J. Saltzman
Title: President

[CORPORATE SEAL]

STATE OF ILLINOIS)

County of Cook)

) SS:

)

The foregoing instrument was acknowledged before me this 10th day of January, 1998, by Lewis J. Saltzman, President of SALTZMAN PRINTERS, INC., an Illinois corporation, on behalf of the corporation.

[NOTARIAL SEAL]

[Signature]
Notary Public

My Commission Expires: _____

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EXHIBIT A

THAT PART OF THE NORTH 464.90 FEET OF THE NORTH EAST 1/4 OF SECTION 14, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF A LINE 991.0 FEET EAST OF THE CENTER LINE OF FIRST AVENUE AND EAST OF THE EAST LINE OF GREENWOOD AVENUE IN THE VILLAGE OF MAYWOOD, IN COOK COUNTY, ILLINOIS

PA - 15-14-202-003

After Recordation, Please Return To:

Deso, Thomas, Spevack, Weitzman & Post, P.C.
1828 I. Street, N.W., Suite 720
Washington, D.C. 20036
Attn: Alison W. Rind, Esquire



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