This Assignment of Rents is made as of October 9, 1997, by and between Bank of Northern Illinois as TUTAD May 1, 1997 aka Trust #3423 (hereinafter referred to as "Assignor"), and Bank of Northern Illinois, N.A., a national banking association (hereinafter referred to as "Mortgagee").

WITNESS.

Whereas, Norman H. Scott and Caryl S. Scott has/have executed a certain Installment Note (hereinafter referred to as "Note") of even dute herewith, payable to Mortgages in the principal amount of One million two hundred thousand dollars 00/100 Dollars (\$1,200,000.00); and

Whereas, to secure the payment of the Note, the Assignor has executed a Mortgage and Security Agreement (hereinafter referred to as "Mortgage") of even date herewith conveying to Mortgagee the real estate legally described in Exhibit "A" attached hereto and made a part hereof thereinafter referred to as "premisee"), and

Whereas, the Assignor is desirous of further securing the Mortgage and the indebtedness now due and to become due to the Mortgages secured by the Mortgages or otherwise.

Now, therefore, the Assignor, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to the Mortgage and the indebtedness described in the Mortgage, and in consideration of the sum of Ten (\$10,00) Dollars to the Assignor in hand paid, the receipt whereof is hereby acknowledged, does hereby assign, and transfer unto the Mortgage all the rents, issues, disposits, and profits now one and which may hereafter become due under or by virtue of any transfer unto the Mortgage all the rents, issues, or of any contract or agreement for the use, sale, or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Mortgagee under the powers herein granted (collectively "Agreement(s)) it height the intention hereby to establish an absolute transfer and assignment of all the Agreements, and all the availation thereof, to the Mortgagee. As gonor does hereby appoint irrevocably the Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of nonemises), to rent, lease, or let all or any portion of said premises to any party or parties at such price and upon such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues, deposits, and profits arising from or accruing at any time hereafter, and all now due, or that new hereafter become due under each and all of the said Agreements, written or verbal, or other tensing and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the said premises pursuant to the provisione hereinafter set forth.

The Assignor represents and agrees that to rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the partition of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor. The Assignor waives any right of set off against any person in possession of any portion of the premises. Assignor agrees that it will not assign any of the rents, profits, or deposits except to the purchaser or grantee of the premises;

Nothing herein contained shall be construed as continuting the Mortgages a "mortgages in possession" in the absence of the taking of actual possession of the premises by the Mortgages pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Mortgages, no liability shall be asserted or enforced against the Mortgages, all such liability being expressly waived and released by the Assignor

The Assignor further agrees to assign and transfer to the Mongrape all future Agreements upon all or any part of the premises and to execute and deliver, immediately upon the request of the Mortgagee, all such orther assurances and assignments in the premises as the Mortgagee shall from time to time require.

Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgriger shall not exercise any of the rights and powers conferred upon it hereby until and unless a default shall occur in the payment of interest or prericipal due under the Note secured by the Mortgage or in the preformance or observance of any of the conditions or agreements of any instrument now or it any time securing said Note or the debt secured or evidenced thereby or by any extension, modification or renewal thereof and nothing here: concerned shall be deemed to affect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument herching nentroned.

In any case in which under the provisions of the Mortgage the Mortgage has a right to may title foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due or, whether befor or after institution of legal proceedings to foreclase the lien thereof, or before or after sale thereunder, forthwith, upon demand of the Mortgagi e. the Assignor agrees to surrender to the Mortgages and the Mortgages shall be entitled to take actual possession of the premises or any part thereof, he sonally, or by its agents or attorneys, and Mortgagee in its discretion may enter upon and take and maintain possession of any part of said promises, together with all the documents, Lionks, records, papers, and accounts of the Assignor or then owner of the premises relating thereto, and may exclude the Assignor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of the Assignor, or in its own name as Mortgage, and under the powers herein granted hold, operate, manage, and control the premises and conduct the business, if any, thereof either personally // t/, its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be desired proper or necessary to enforce the payment of security of the avails, rents, issues, deposits, and profits of the premises, including action, by the recovery of rent, autions in forcible detainer, and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to the Assignor, and with full power to current or terminate any lease, sublease, or Agreement for any cause or on any ground which would entitle Assignor to cancel the same, to elect to disaffirm any lease, sublease, or Agreement made subsequent to the Mortgage or subordinated to the lien thereof, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks, incidental to Mortgagee's possession, operation, and management thereof and to receive all such avails, rents, issues, deposits, and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty, or liability under any Agreements relating to said premises, and the Assignor shall and does hereby agree to indemnify and hold the Mortgagee hamiless of and from any and all liability, loss, or damage which it may or might incur under any Agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or conditions contained in said Agreements. Should the Mortgagee incur any such liability, loss, or damage under said Agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands, the Assignor agrees to reimburse the Mortgagee for the amount thereof, including costs, expenses, and reasonable attorney's fees, immediately upon demand, and as said sums shall be secured hereby

The Mortgages, in the exercise of the rights and powers conferred upon it by this Assignment of Rents, shall have full power to use and apply the avails, rents, issues, deposits, and profits of the premises to the payment of or on account of the following, in such order as the Mortgages may determine:

(a) To the payment of the operating expenses of said premises, including cost of management, sale, and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales); claims for damages, if any; and premiums on insurance hereinabove authorized; (c) To the payment of all repairs, decorating, renewale, replacements, alterations, additions, or betterments and improvements to said premises, including flotures, and of placing said premises in such condition so will, in the judgment of the Mortgages, make it readily restable or selecible; and

(d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any fossolosume sale.

The Assignor does further specifically authorize and instruct each and every present and future lesses or purchaser of the whole or any part of the premises to pay all unpaid rental or deposits agreed upon in any lesse or Agreement to the Mortgages upon receipt of demand from said Mortgages to so pay the same.

It is understood and agreed that the previsions set forth in this Assignment of Rents herein shell be deemed as a special remedy given to the Mortgages, and shell not be deemed exclusive of any of the remedies granted in the Mortgages, but shell be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Assignor" is mantioned herein, it is hereby understood that the same includes and shall be binding upon excessors and assigns (including successors by consolidation) of the Assignor, and any party or parties holding title to the premises by, strough, or under the Assigner. All of the rights, powers, privileges, and immunities herein granted and assigned to the Mortgages shall also inute to its excessors and easigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and desharps of any and all indubtedness secured by said Mortgage, in whatever form the said indubtedness may be and until the indubtedness secured by said Mortgage shall have been paid. All and all tills incorred by virtue of the authority contained have been fully paid out of the rests, issues, deposits, and profits of the previses, or by the Assignor, or until such time as this Assignment of Rents may be voluntarily released. This Assignment of Rents shall also revisin in full force and effect during the pendency of any foredosure proceedings, both before and after sale, until the issuence of a deed pursuant to a judgment of foredosure, unless all indebtedness secured by the Mortgage is fully essisted before the expiration of any period of redemption.

This Assignment of Rents is an and by Benk of Northern Minois as TUTAD May 1, 1997 also Trust #3423 not personally but as Trustee as aforeseld in the exercise of the power (m) authority conferred upon and vested in it as such Trustee (and said Trustee possesses full power and authority to assource this instrument), and it is estimated and agreed that nothing herein or in said lesses or Agreemente contained shall be construed as creating any liability on the set's Trustee personally, and in perticular, without limiting the generality of the foregoing, there shall be no paragnal liability to pay any indebtedness or animal personal liability of Trustee of every sort, if any, is hereby approach to temp, preserve, or sequence any property of set of any, and that all personal liability of Trustee of every sort, if any, is hereby approach weived by said lessesse and by every person now or hereafter (set any any right or security hereunder; and that so far as the said Trustee is conserted the owner of any indebtedness or liability according hereunder yould look solely to the premises hereby lessed or sold for the payment hereof. It is further understood and agreed that the said Trustee merely holds not ad agree that the said Trustee merely holds not ad agree that the said Trustee merely holds not ad agree.

All representations and undertakings of the Assignor i.e.m. are those of its beneficiaries only, including those as to tale.

IN WITHERS WHEREOF, the Bank of Northern Minois as TUTAD May 1, 1997 also Trust #3423 has/have occured this Assignment of Rents to be signed as of October 9, 1997.

dam of Northern Winois as TUTAD May 1, 1997 ake Trust #3423

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STATE OF ILLINOIS)	<i>/L</i> ,
) S S.	
COUNTY OF	,	0,
L		. a Notary Public in and for said County in the State aforesaid, DC HEPERY CENTRY that
	·	of Bank of Northern Minois as TUTAD May 1, 1997 also Trust #3423 ,
		known to see to be the same persons whose names are subscribed to the foregoin, in account as such
and and		ectively, appeared before me this day in person and acknowledged that they signs if red delivered the ary act and as the free and voluntary act of said Trustee, for the uses and purposes if our in use feets
and the said		hen and there acknowledge that he, se custodian of the corporate seal of said Trustee, And stiffs the
mid corporate seel of se	rid Trustee to said in	strument as his own free and voluntary act and as the free and voluntary act of said Trume for the
see and purposes there	in set forth.	
Ohum under m	المتسمعة السماء	Seel this day of , 19 .
Contract in	*	300 URS VOT VI, 13
		NOTARY PUBLIC

This Assignment is consented to and guaranteed by Norman H. Sc	Norman H. Scott. Norman H. Scott. Individually and as beneficiary of Bank of Northern Illinois as TUTAD May 1, 1997 aka Trust #3423
STATE OF ILLINO'S) SS. COUNTY OF Com)	
I, Day, Vicele, a Notary Public in and for said C personally known to me to be the same person whose name is subscribed to acknowledged that he signed, sealed and delivered the said instrument as his/	ounty, in the State aforesaid, do hereby certify that Norman H. Scott, the foregoing instrument, appeared before me this day in person and her free and voluntary act, for the uses and purposes therein set forth.
acknowledged that he signed, sealed and delivered the said instrument as his/ GIVEN under my hand and notarial seal this gradual day of	19 <u>87</u>
	NOTARY PUBLIC
OFFICIAL SEAT DAVID J. FEELT Y NOTARY PUBLIC, STATE OF RLIP'US MY COMMISSION EXPIRES 4-1-207	Caryl S. Scott, individually and as beneficiary of Bank of Northern Illinois as TUTAD May 1, 1997 aka Trust #3423
personally known to me to be the same person whose name is subjectibled to	County, in the State aforesaid, do hereby certify that Caryl S. Scott, the toregoing instrument, appeared before me this day in person and her free and voluntary act, for the uses and purposes therein set forth
auknowledged that he signed, sealed and delivered the said instrument is his GIVEN under my hand and notarial seal this 9 day of 000 of OFFICIAL SEAL	1987
COMMISSION EXPIRES OFFICIAL SEAL DAVID J. FEELEY NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 41-2000 THIS INSTRUMENT PREPARED BY	20
Bank of Northern Illinois, N.A. COMMERCIAL LOAN DEPARTMENT 1313 Delany Road Gurnee, Illinois 60031	0/4/
	COPT OFFICE

Property of Cook County Clerk's Office

EXHIBIT "A"

98076733 Application of

LEGAL DESCRIPTION:

Parcel 1:

That part of the North West 1/4 of the North East 1/4 of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: Beginning at a point in the West line of Waukegan Road, 150 Feet North of the South East corner of Lot 23 in Block 1, in Hood's addition to Glenview being a subdivision of part of the North West 1/4 of the North East 1/4 and the North East 1/4 of the North West 1/4 of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian, Running thence West Parallel to the South line of said lot 160 Feet; thence North Parallel with the West line of Waukegan Road to the South line of Lot 1, in Block I in Hood's addition aforesaid; thence South along said South line to the West line of Waukegan Road, thence South along said West line to the place of beginning, (except the South 25 Feet of said Tract).

Parcel 2

The Easterl (130 Feet of Lot 1 in Block 1 in Hood's addition to Glenview, being a subdivision of part of the North West 1/4 of the North East 1/4 and the North East 1/4 of the North West 1/4 of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

(excepting from Parcels 1 and 2 aforesaid that part conveyed to the State of Illinois for the use of the Department of Public Works and Buildings, pursuant to condemnation action, Case #65L21101 in the Circuit Court of Cook County, Cruinty Department, Law Division, Miscellaneous Section, described as follows:

The East 17.0 Feet measured at right angles from the West line of Waukegan Road, of the Easterly 160 Feet of lot 1 in Block 1 of Hood's addition to Glenview, a subdivision of part of the North West 1/4 of the North East 1/4 and the North East 1/4 of the North West 1/4 of Section 35, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois

Also the East 17.0 Feet measured at right angles from the West line of Waukegan Road, of that part of the North West 1/4 of the North East 1/4 of said Section 35 bounded and described as follows:

Beginning at a point on the West line of Waukegan Road 150 Feet North of the South East corner of Lot 23, in Block 1, in Hood's addition to Glenview subdivision; thence West in a straight line parallel 10 the South line of said Lot 23, a distance of 160 Feet to a point; thence North, parallel with said West line of Waukegan Road, to the South line of said Lot 1 in Block 1 in Hood's addition to Glenview subdivision; thence East along said South line of Lot 1 to said West line of Waukegan Road; thence South along said West line of Waukegan Road to the point of beginning, (excepting therefrom the South 25 Feet of said Tract), in Cook County, Illinois.

PROPERTY ADDRESS: 1240 Waukegan Road, Glenview, IL 60025

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Property of Coot County Clerk's Office

THIS ASSIGNMENT OF RENTS is executed by bank of lookhern living 3.4 formerly known as first National Bank of walkeyar not personally, but soleties Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it's expressly understood and agreed that nothing herein contained or in said Mortgage/Trust Deed or in said Note contained shall be construed as creating any liability on the said Bank of Northern Illinois, N.A. formerly known as First National Bank of Waukegan, personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either expressed or implied herein contained, all such liability, if any, being expressly waived by Trustee and by any person now hereafter claiming any right or security hereunder, and that so far as Bank of Northern Illinois, N.A. formerly known as First National Bank of Waukegan, personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Mortgage/Trust Deed and Note provided.

BANK OF NORTHERN ILLUNOIS, N.A. formerly known as First National Bank of Wakegan, as Trustee under Trust No. 3423 dated 5/1/97 and not individually Trust Officer

STATE OF ILLINOIS)) SS COUNT OF LAKE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above named Trust Officer and Assistant Vice President of BANK OF NORTHERN ILLINOIS, N.A. formerly known as The First National Bank of Waukeyan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Vice President respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and that said Assistant Vice President then and there acknowledged that said Assistant Vice President, as custodian of the corporate seat of said Bank, caused the seal of said Bank to be affixed to said instrument as the free and voluntary act of said Assistant Vice President and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of Aroner, 1957.

Property of Coot County Clert's Office