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ASSIGNMENT OF RENTS AND OF LESSOR'S INTEREST IN LEASES

HPB

This Assignment of Rents and Lessor's Interest in Leases, made this 23rd day of July, 1999 by the American National Bank and Trust Company of Chicago as Trustee under Trust 125098-08 dated May 28, 1999 (hereinafter referred to as "Trustee"), Exoho Associates Limited Partnership ("Exoho") and Lake Shore 95th Street Properties, Inc. ("Lake Shore") (hereinafter the Trustee, Exoho and Lake Shore are collectively referred to as the "Assignor").

WITNESSETH

WHEREAS, Trustee has executed a promissory note (hereinafter referred to as "Note") of even date herewith, payable to the order of South Chicago Bank (hereinafter referred to as "Assignee") in the principal amount of Five Hundred Thousand (\$500,000.00) Dollars; and

WHEREAS, to secure the payment of the Note, Trustee has executed a mortgage and security agreement (hereinafter referred to as "Mortgage") of even date herewith conveying to Assignee the real estate legally described in Exhibit A attached hereto and made a party hereof (hereinafter referred to as "Premises"); and

WHEREAS, Exoho is the beneficiary of the said Trust and has entered into a lease with Lakeshore Learning Materials, a California general partnership (the "Lakeshore Learning Lease");

WHEREAS, Exoho has assigned its interest under the Lakeshore Learning Lease to Lake Shore (reserving certain rights) as set forth in a Master Lease dated July 23, 1999.

BOX 333-CTI

WHEREAS, Assignor desires to further secure the payment of principal and interest due under the Note, the payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment or the Note or the Mortgage, and the performance and discharge of each and every Obligation, covenant and agreement of Assignor contained herein or in the Note or in the Mortgage (hereinafter collectively referred to as "Assignor's Obligations").

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten (\$10.00) Dollars in hand paid, the receipt whereof is hereby acknowledged, and to secure the payment and performance of Assignor's Obligations, Assignor does hereby sell, assign, transfer and grant unto Assignee (i) all the rents, issues, security deposits and profits now due and which may hereafter become due under or by virtue of any lease whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of the Premises 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 Assignee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements (hereinafter collectively referred to as "Leases") and security deposits, and all the avails thereof, to Assignee; and (ii) without limiting the generality of the foregoing, all and whatever right, title, and interest Assignor has in and to each of the Leases described in Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "Scheduled Leases"), all of the following terms and conditions:

1. Assignor does hereby appoint irrevocably Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises) 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 may hereafter become due under each and all of the Leases, written or verbal, or other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as the Assignee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth. Notwithstanding the foregoing, the powers given the Assignee may only be exercised following a default in the Note and the expiration of any applicable grace period.

2. With respect to the Scheduled Leases, Assignor covenants that Assignor is the sole owner of the entire Lessor's interest in said leases; that said leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as otherwise indicated in said Exhibit B; that the lessees

respectively named therein are not in default under any of the terms, covenants, or conditions thereof, that no rent reserved in said leases has been assigned or anticipated; and that no rent for any period subsequent to the date of this Assignment has been collected more than 30 days in advance of the time when the same became due under the terms of said leases.

3. Assignor, without cost, liability or expense to Assignee, shall (i) at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions, and agreements contained in all Leases of all or any part of the Premises, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions, and agreements of the Leases on the part of the lessee to be kept and performed; (iii) 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 landlord or of the lessees thereunder; (iv) transfer and assign to Assignee upon request of Assignee, any lease or leases of all or any part of the Premises heretofore or hereafter entered into, and make, execute, and deliver to Assignee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Assignee, within 90 days after the close of each fiscal year of operation of the Premises, and at other times during any such year within 10 days after a written request by Assignee so to do, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied, the rentals payable and security deposits, if any, paid thereunder, (vi) exercise within five days of any demand thereof by Assignee any right to request from the lessee under any of the Leases of all or any part of the Premises a certificate with respect to the status thereof, and (vii) not without Assignee's prior written consent (a) execute an assignment or pledge of any rents of the Premises or of any of the Leases of all or any part of the premises, except as security for the indebtedness secured hereby (b) accept any prepayment of any installment of any rents more than 30 days before the due date of such installment, (c) except in the ordinary course of business, agree to any amendment to or change in the terms of any of the Scheduled Leases, or (d) permit or consent to any assignment of any of the Scheduled Leases, or subletting of all or any portion of the Premises demised thereunder by any lessee under any of such Leases.

4. So long as there shall exist no default by Assignee in the payment or in performance of any of Assignor's Obligations, Assignor shall have the right to collect at the time of, but not more than 30 days prior to (except to the extent otherwise specified in the leases described in Exhibit B hereto), the date provided for the payment thereof, all rents, security deposits, income and profits arising under the Leases and to retain, use, and enjoy the same.

5. Upon or at any time after default in the payment or in the performance of any of Assignor's Obligations and without regard to the adequacy of any other security therefor or whether or not the entire principal sum secured hereby is declared to be immediately due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agent or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of Assignor, its agents, or servants, wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage, and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and 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 deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for 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 Assignor, (ii) cancel or terminate any of the Leases or any sublease for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinated to the lien thereof, (iv) extend or modify any of the then existing Leases and make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation, and management thereof, and (vii) receive all avails, rents, issues and profits.

6. Any avails, rents, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the

Premises, including reasonable compensation to Assignee or its agent or agents, if management of the Premises has been delegated to an agent or agents, and shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of this Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing personal property or fixtures necessary to the operation of the Premises, and of placing said property in such condition as will, in the judgment of Assignee, make the Premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any overplus or remaining funds, to the Assignor, its successors, or assigns, as their rights may appear.

7. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises, after default or from any other act or omission of Assignee in managing the Premises after default, unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty, or liability under said Leases or under or by reason of this Assignment and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from any and all liability, loss or damage which may or might be incurred under any of the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants, or agreements contained in the Leases. Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and be immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties or for any dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair, or control of said Premise resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" in the absence of the taking of actual

possession of the Premises by Assignee pursuant to the provisions hereinafter contained.

8. Upon payment in full of the principal sum, interest, and indebtedness secured hereby, this Assignment shall become and be void and of no further effect but the affidavit, certificate, letter or statement of any officer, agent, or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall 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. Assignor hereby authorizes and directs the lessee named in each of the Leases, and any other or future lessee or occupant of the Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and Mortgage and that a default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under said lease and to continue to do so until otherwise notified by Assignee.

10. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

11. The term "Leases" as used herein means each of the Leases hereby assigned any extension or renewal thereof.

12. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the note and the Mortgage, and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and Mortgage. The right of Assignee to collect said principal sum, interest, and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

13. This Assignment and the covenants therein contained shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Premises.

This Assignment is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in the Note contained

shall be construed as creating any liability on Assignor personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security express or implied herein contained, all such personal liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed by their duly authorized officers the day and year first above written.

American National Bank and Trust Company of Chicago not personally but as Trustee as aforesaid

Attest:

By:

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

Its: _____ Secretary

By:

[Handwritten signature]

Its: ~~TRUST OFFICER~~

Lake Shore 95th Street Properties, Inc.

By: [Handwritten signature]

Its: President

Exoho Associates Limited Partnership

By: [Handwritten signature]

Its: ~~General Partner~~ Authorized Signatory

TRUST NOTARY

State of Illinois

County of Cook

I, MARK DEGRAZIA, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that MARK DEGRAZIA, as ~~TRUST OFFICER~~ TRUST OFFICER of American and Trust Company of Chicago, a national banking association, and _____, as _____ Secretary, of such bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~TRUST OFFICER~~ TRUST OFFICER and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the 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 the said _____ then and there acknowledged that (s)he, as custodian of the seal of said bank, did affix the seal of said bank to said instrument as his(her) own free and voluntary act 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 JUL 22 1999 day of _____, 1999

Notary Public

My commission expires: _____, 19__

Lake Shore Notary

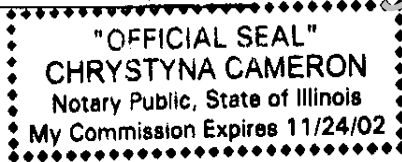
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)



I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that _____ who is _____ of Lake Shore 95th Street Properties, Inc. personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he\she signed and delivered the foregoing instrument as his\her free and voluntary act and as the free and voluntary act of the aforesaid corporation for the uses and purposes therein set forth.

Given under my hand and seal this 22nd day of July, 1999.

Notary Public



Exoho Notary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that _____ who is _____ of Exoho Associates Limited Partnership personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that he\she signed and delivered the foregoing instrument as his\her free and voluntary act and as the free and voluntary act of the aforesaid limited partnership for the uses and purposes therein set forth. Given under my hand and seal this 2nd day of July, 1999.

Notary Public
"OFFICIAL SEAL"
CHRISTINA CAMERON
Notary Public, State of Illinois
My Commission Expires 11/24/02

This Instrument was Prepared by & Mail TO
Lawrence A. Gold, Esquire
GOMBERG, SHARFMAN, GOLD & OSTLER, P.C.
208 South La Salle
Suite 1200
Chicago, Illinois 60604
312/332-6194

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Exhibit A

Legal Description to Assignment of Rents

LOTS 7 TO 10, INCLUSIVE, IN BLOCK 2 IN HIGHLANDS ADDITION TO LONGWOOD, A RESUBDIVISION OF CALUMET HIGHLANDS, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF THE LAND TAKEN FOR WIDENING 95TH STREET), IN COOK COUNTY, ILLINOIS.

Commonly known as 2255 West 95th Street, Chicago, Illinois

PIN: 25-07-102-001-0000
25-07-102-002-0000
25-07-102-003-0000
25-07-102-004-0000

Property of Cook County Clerk's Office

Exhibit B

Schedule of Leases

Lease from Exoho Associates Limited Partnership (sole beneficiary of the title holding land trust) to Lakeshore Learning Materials, a California general partnership dated May 27, 1999.

Master Lease from Exoho Associates Limited Partnership to Lake Shore 95th Street Properties, Inc., an Illinois corporation dated July 23, 1999 relating to the said lease to Lakeshore Learning Materials, a California general partnership.

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