

This instrument was prepared by:

Korea Exchange Bank
Suite 2100
181 West Madison Street
Chicago, Illinois 60602



COOK COUNTY
RECORDER

ROLLING MEADOWS

FORM 14

ASSIGNMENT OF RENTS AND LEASES
(For Use With The Second Mortgage and Security Agreement)

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment"), made as of January 11, 1999, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation, not personally, but as Trustee under Trust Agreement dated 9/4/1987, and known as Trust No. 103457-00 ("Trustee"), and as Trustee under Trust Agreement dated 6/12/1990, and known as Trust No. 112156-05 ("Trustee"), and the beneficiaries thereunder ("Beneficiary") (Trustee and Beneficiary are hereinafter collectively referred to as "Mortgagor") in favor of KOREA EXCHANGE BANK ("Assignee"), whose address is 181 West Madison Street, Suite 2100, Chicago, Illinois 60602;

WITNESSETH:

WHEREAS, pursuant to that certain agreement dated even date herewith between Assignee and O.B. INT'L, INC ("Company"), an entity in which Mortgagor has a direct financial interest (the "Credit Agreement"), Assignee has agreed to make available to Company a revolving line of credit, provided that the Mortgagor delivers and executes this Assignment;

WHEREAS, Company is justly indebted to Assignee in the principal sum of SEVENTY THOUSAND and No/100ths Dollars (\$ 70,000.00) as evidenced by a note dated even date herewith executed by a duly authorized representative of Company, and made payable to the order of and delivered to Assignee in the aforesaid principal amount (the "Note"), and to secure the payment of the Note and other indebtedness of Company to Assignee, Mortgagor has executed a Mortgage and Security Agreement (the "Mortgage") of even date herewith conveying to Assignee the real estate legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Premises");

NOW, THEREFORE, in order to induce Assignee to extend the credit under the Credit Agreement and to secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in the Mortgage, the Credit Agreement, the Note, any and all other mortgages, security agreements, assignment of leases and rents, guaranties, indemnity agreements, letters of credit and any other documents and instruments now or hereafter executed by Mortgagor or

Handwritten initials and marks in the bottom right corner, including 'IX', '9', and 'MS'.

Company, or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Note and any and all renewals, extensions, amendments and replacements of the Mortgage, the Note and any such other documents and instruments, and any and all indebtedness of Company to Assignee incurred under the Credit Agreement, as further evidenced by the Note dated even date with the Credit Agreement from Company to Assignee, as may be outstanding from time to time (the Credit Agreement, the Note, the Mortgage, this Assignment, such other documents and instruments now or hereafter executed and delivered in connection with the loan evidenced by the Note, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes herein referred to collectively as the "Loan Documents" and individually as a "Loan Document", and all indebtedness and liabilities secured hereby and thereby, inter alia, a revolving credit indebtedness, being hereinafter sometimes referred to as "Mortgagor's Liabilities"), Mortgagor hereby assigns to Assignee, all of the right, title and interest of Mortgagor in:

(A) All of the rents which are due or may hereafter become due pursuant to any of the Leases (as defined in paragraph (B) below) and any other payments in addition to rent made by or due from any and all lessees, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments together with any and all rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Premises are herein collectively referred to as the "Rents");

(B) All oral and written leases with, or other agreements for use or occupancy made by, any person or entity, and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Premises, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases"), including, without limitation, (i) each of the Leases described in Exhibit B, attached hereto and made a part hereof, and any other Leases as may be described in any supplement thereto recorded hereafter (collectively, the "Scheduled Leases"), (ii) all guarantees of any lessee obligations under any of the Leases (collectively, "Lease Guarantees"), and (iii) all rights, powers, privileges, options and other benefits (collectively, "Rights") of Mortgagor under the Leases, including, without limitation: (a) the immediate and continuing right to receive and collect all Rents, (b) the right to make all waivers and agreements, including any waivers pertaining to the obligations of lessees, (c) the right to give all notices, permissions, consents and releases, including consents to any instrument which subordinates or makes paramount the interest of a lessee to the Mortgage, (d) the right to take such action upon the happening of a default under any of the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law, (e) the right to do any and all other things whatsoever which Mortgagor is or may become entitled to do under the Leases, including, without limitation, the right to cancel or alter Leases, (f) the right to exercise any option required or permitted under any of the Leases, and (g) the right to exercise any of the powers, privileges and other benefits of Mortgagor under any and all Lease Guarantees (the Rents, Leases, Lease Guarantees, and Rights being sometimes collectively referred to as the "Collateral"), all on and subject to the following described terms and conditions:

1. **Authority Granted to Assignee.** Mortgagor hereby authorizes Assignee to (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 Mortgagor, (ii) cancel or terminate any of the Leases or any sublease for any cause or on any ground which would entitle Mortgagor 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 Mortgagor 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 to Assignee may seem reasonable, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation, and management thereof, (vii) receive all avails, Rents, issues and profits, and (viii) do any and all other things with respect to the Premises and the Collateral which an absolute owner or landlord has the right to do.

2. **Present Assignment.** This Assignment constitutes a present assignment of the Rents, Leases and other Collateral. Notwithstanding such present assignment, Mortgagor may collect the Rents and manage the Premises in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default (as hereinafter defined) has not occurred, and except as hereinafter specified. If Mortgagor shall receive on account of any claim, demand, action, suit or proceeding, including, without limitation, any claim, contested matter or adversary proceeding under the U.S. Bankruptcy Code, any sums relating to the breach or rejection of any of the Leases by any tenant thereunder, or trustee of any such tenant under the U.S. Bankruptcy Code, including, without limitation, all damages arising out of such breach or rejection, all rights to charges payable by such tenant or trustee in respect of the premises demised under such Leases following the entry of an order for relief under the U.S. Bankruptcy Code in respect of such tenant and all rentals and other charges outstanding under the Lease as of the date of entry of such order for relief, such funds shall be dealt with in the manner specified in Section 3 hereof.

3. **Cancellation Payments.** Any cancellation penalties or other consideration paid to the Mortgagor where the settlement is \$10,000.00 or greater as the result of any tenant vacating all or any portion of the Premises before the expiration date of any Lease shall be deposited into an interest bearing account with an escrow agent acceptable to Assignee. Escrowed funds plus accrued interest shall be released to the Mortgagor upon leasing of the vacant space to a tenant acceptable to Assignee who is in occupancy, open for business and paying rent as evidenced by an acceptable estoppel certificate, completion of all tenant improvements, and approval by Assignee of all Lease terms and conditions. In the event a portion of the space is leased and fulfills the above conditions, the amount of funds released shall be the lesser of (i) the actual cost of retenanting the space including leasing commissions and tenant improvements; or (ii) the amount calculated by dividing the total escrowed funds (including accrued interest) by the total space vacated, then multiplying the result by the amount of newly leased space. Any accrued interest will only be released with the final disbursement. Mortgagor shall have the right to post an unconditional letter of credit from an institution reasonably acceptable to Assignee in the amount of the cancellation penalty or other consideration received in lieu of cash and for a term which is acceptable to Assignee.

4. **Power Coupled with Interest.** This Assignment confers upon Assignee a power coupled with an interest and cannot be revoked by Mortgagor.

5. **Mortgagor Warranties.** Mortgagor represents, covenants and warrants as follows: (i) Mortgagor is the sole owner of the lessor's entire interest in the Scheduled Leases and has full right to assign the Collateral, (ii) there has been no previous assignment (which has not been released) and, without Assignee's prior written consent, Mortgagor will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other Collateral (other than pursuant to the other Loan Documents), (iii) the Scheduled Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever except as disclosed to Assignee, (iv) to the best of Mortgagor's knowledge, none of the lessees is in default under any of the Leases or has any defenses, set-offs or counterclaims against the lessor under any of the Leases, or been granted any concessions by the lessor except as set forth in the Leases, and (v) no Rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the time when such Rent becomes or would become due under the terms of the Leases.

6. **Modifications and New Leases.** Mortgagor covenants that it will not (i) modify, change, alter, supplement or amend any of the Leases (any such modification, change, alteration, supplement or amendment,

regardless of its form, being hereinafter referred to as a "Modification") or execute any new Lease without giving Assignee prior written notice of any such proposed Modification or new Lease and without Assignee's prior written consent thereto, except as otherwise hereinafter specified, (ii) surrender or accept surrender of any of the Leases without Assignee's prior written consent or, except in the ordinary course of business following a default by a tenant and provided Mortgagor notifies Assignee in advance in detail of the nature of the default and delivers to Assignee copies of all documents executed with respect to termination, terminate any Lease, (iii) consent to any assignment or subletting of the lessee's interest under any of the Leases without Assignee's prior written consent except with respect to subleases or assignments under any Leases in effect on the date hereof which permit subleasing or assignment without the landlord's consent, in which event Mortgagor shall notify Assignee of any such sublease or assignment, (iv) accept Rents more than thirty (30) days in advance of the due date thereof under any of the Leases, (v) assert any claim or take any action against any lessee under any of the Leases, or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee from any obligation or liability or which would affect, impair or discharge any right of Assignee. Any right of first offer, expansion options or extension options, and the terms thereof, exercised by tenants in accordance with Leases previously approved by Assignee shall not be subject to Assignee's further approval. Copies of all Leases will be delivered to Assignee within ten (10) days of execution. In the event any Modification or new Lease modifies or amends any of the terms and conditions of the Lease form approved by Assignee pursuant to the terms and conditions of the Mortgage in any material respect, Mortgagor shall obtain Assignee's written consent prior to execution of any such Modification or new Lease.

7. **Lease Obligations.** Mortgagor, 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, 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 lessees 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) furnish Assignee, within ten (10) days after a 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, and Lease Guarantees, if any, pertaining thereto, and any such other information pertaining to the Premises and the operation thereof as Assignee may reasonably request, and (v) exercise within ten (10) days of any demand therefor by Assignee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof.

8. **Management of Premises.** Mortgagor shall cause the Premises to be managed at all times in accordance with sound business practice, and, if requested by the Assignee, by a competent and reputable managing agent acceptable to Assignee pursuant to a management agreement approved by Assignee in writing in advance of execution thereof by Mortgagor, or anyone acting on its behalf. Following such approval, Mortgagor shall not permit the management agreement to be terminated (except for good cause after notice to Assignee), modified or amended in any material respect, or extended, or permit a change in the identity of the management agent, without Assignee's prior written consent which will not be unreasonably withheld or delayed, provided, however, that it shall not be deemed unreasonable if Assignee requires as a condition to giving such consent that the proposed property manager fully subordinate to the lien of the Mortgage and this Assignment, or at Assignee's election, waive any lien for past, present or prospective services to which said property manager might otherwise be entitled by reason of Section 1 of the Illinois Mechanics Lien Act (770 ILCS 60/0.01 *et seq.*). Each management agreement shall be subject in all respects to the lien of the Mortgage and this Assignment and the rights of Assignee hereunder, and each management agreement shall so provide.

9. **Books and Records; Financial Statements.** Mortgagor shall keep and maintain at all times complete, true and accurate books of account and records reflecting the results of the operation of the Premises. Mortgagor shall furnish to Assignee prior to April 1 of each year, annual financial statements pertaining to the Premises prepared by an accountant and in a manner which, in each case, is acceptable to Assignee. Such annual statements shall also include a rent roll for the Premises showing all tenants and their Lease terms. The expense of

such statements shall be borne by the Mortgagor. In the event Mortgagor fails to provide the required financial statement by April 1 of any year, Assignee shall have the right to conduct an independent audit of the Premises at Mortgagor's expense. All such financial statements shall be in form reasonably satisfactory to Assignee and prepared in accordance with generally accepted accounting principles consistently applied except those financial statements to be prepared pursuant to a cash basis method of accounting. In the event of a foreclosure of the Mortgage, all of Mortgagor's books and records maintained in connection with the Premises shall be made available to the successful bidder at the foreclosure sale for inspection and copying for a period of not less than three (3) years following such sale.

10. **Further Assurances.** Mortgagor shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall reasonably determine are necessary to effectuate the terms and provisions of this Assignment.

11. **Assignee to be Creditor of Lessees.** Assignee shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such lessee (without any obligation on the part of Assignee to file claims or otherwise to pursue creditor's rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Rents hereunder.

12. **Remedies Upon Event of Default.** Upon or at any time after (i) the occurrence of any Event of Default under, and as defined in the Credit Agreement, the Note, or the Mortgage, or any other Loan Document, or (ii) a failure by Mortgagor to cure a default by Mortgagor under this Assignment within ten (10) days after Assignee gives Mortgagor written notice thereof, or within thirty (30) days, if such default is of the kind or nature that (in Assignee's judgment) it is curable, but is not capable of being cured within ten (10) days, provided that Mortgagor promptly commences such cure after such notice and diligently proceeds with the same thereafter (either of such events being herein referred to as an "Event of Default") and upon demand of Assignee, Mortgagor 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 Mortgagor or the then manager of the Premises relating thereto, and may exclude Mortgagor and its respective agents, or servants, wholly therefrom and may, as attorney in fact or agent of Mortgagor, or in its own name as Assignee exercise any or all of the powers herein granted to Assignee. Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such default. In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Mortgagor such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Mortgagor's Liabilities are paid in full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

13. **Nature of Remedies.** No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Documents. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Mortgagor or the Premises at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

14. **Application of Rents.** Assignee may apply the Rents to which it is entitled to receive under this Assignment, after payment of certain expenses and capital expenditures relating to the Premises, on account of Mortgagor's Liabilities in such order and manner as Assignee may elect. Without limitation of the foregoing, the expenses and capital expenditures relating to the Premises may include taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted

to Assignee hereunder. The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Documents shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

15. **Limitation of Assignee's Obligations.** Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Section 14 hereof. Except in the event of Assignee's gross negligence or willful misconduct, Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any loss sustained by Mortgagor resulting from Assignee's failure to let the Premises, or any portion thereof, or for any claim for damages or set-offs arising out of Assignee's management of the Premises. Assignee shall not be liable to any lessee for the return of any security deposit made under any Lease unless Assignee shall have received such security deposit from the lessor or such lessee. Except in the event Assignee takes fee simple title to the Premises, Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, or shall Assignee be responsible for any act committed by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, or for the carrying out of any of the terms and conditions of any of the Leases, or 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 Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger. Nothing contained herein shall be deemed to have the effect of making Assignee a mortgagee-in-possession of the Premises or any part thereof.

16. **Reimbursement.** Mortgagor shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder except for any such expenses, losses, damages and liabilities which have been incurred directly as the result of gross negligence or willful misconduct on the part of Assignee. Any and all amounts due to Assignee under this Section 16 shall be immediately due and payable, shall be added to Mortgagor's Liabilities, shall bear interest after disbursement by Assignee at a variable rate of ___% per annum above the Prime Rate (as defined in the Note) (the "Default Rate") and shall be secured by this Assignment and the other Loan Documents.

17. **Authorization to Lessees.** Each present and future lessee under any of the Leases is hereby authorized and directed to pay the Rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Assignee is rightfully entitled to such Rent. Following receipt of any such demand, no lessee shall be given credit for any Rent paid other than to Assignee thereafter until Assignee instructs such lessee otherwise in writing.

18. **Modification of Loan Terms.** If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Note is renewed, modified or replaced or if any security for the Note is released, Mortgagor and any other parties now or hereafter liable therefor or interested in the Premises shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Documents shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee.

19. **Successors and Assigns.** This Assignment shall inure to the benefit of Assignee and be binding upon Mortgagor, the heirs, legal representatives, successors and assigns of Mortgagor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Premises.

20. **No Merger.** Notwithstanding the conveyance or transfer of title to any or all of the Premises to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such Lease as assigned by this Assignment.

21. **Notices.** Any notice which Assignee or Mortgagor is required or desires to give to the other

party shall be in writing, shall be effective for all purposes if delivered by hand or by means of a service, including, but not limited to, the United States Postal Service or express package service, which provides proof of delivery (or attempted delivery, as the case may be), and shall conclusively be deemed given on the date of actual receipt by the party to which it is directed, or on the date such a delivery is attempted but cannot be made because of a changed address of which no notice was given, rejection, or other refusal to accept said delivery. Notices to Mortgagor or Assignee shall be directed to their respective addresses specified at the conclusion hereof, or the beginning hereof, as the case may be, subject to the right any party shall have to designate, from time to time, a different address for itself by giving notice to the other party in accordance with this Section 21.

22. **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

23. **Invalid Provisions to Affect No Others.** In the event that any of the covenants, agreements, terms or provisions contained in the Credit Agreement, the Note, this Assignment or in any other Loan Document shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Credit Agreement, the Note or in any other Loan Document (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

24. **Interpretation.** As used in this Assignment, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

25. **Changes.** Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Mortgagor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

26. **Governing Law.** This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

27. **Future Advances.** This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Assignee, or otherwise, as are made by Assignee under the Note, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Note.

28. **Trustee Exculpation from Personal Liability.**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account

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of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its Officers, and its corporate seal to be hereunto affixed the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally,

By: *Dorothy A. Denning*
Its: ASSISTANT VICE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Dorothy A. Denning an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer said of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and seal this (date) 18th day of February, 1999.

Joan Wilson
NOTARY PUBLIC

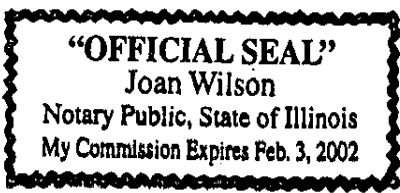


EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

TRUST NO. 103457-00

Lot 287 in Realcoa Subdivision in Arlington Heights Third Addition, being a subdivision in Section 9, Township 41 North, Range 11, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 1703 S. Drige Drive, Arlington Heights, IL 60005

Permanent Real Estate Index Number 08-09-304-016

TRUST NO. 112156-05

Lots 51, 52 and 53 in Block 4 in Brown's Addition to Chicago, a subdivision of the South 45 acres of the East half of the North East quarter of Section 32, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 3440-46 S. Halsted Street, Chicago, Illinois 60608

Permanent Real Estate Index Numbers 17-32-227-033

17-32-227-034

17-32-227-035