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ASSIGNMENT OF RENTS AND OF LESSOR'S INTEREST IN LEASES

This Assignment of Rents and of Lessor's Interest in Leases, made as of the 27th day of March, 1986, by Northern States Trust Company, formerly known as Antioch Trust Company, an Illinois corporation, not personally, but as trustee (hereinafter referred to as the "Trustee") under the provisions of a Trust Agreement dated SEPTEMBER 10, 1980, as known as Trust No. 10-70 (hereinafter referred to as the "Trustee") and R.K.W. Development Corporation, a Illinois corporation (hereinafter referred to as "Beneficiary") who own one hundred percent (100%) of the beneficial interest in, to and under the Trust (Trustee and Beneficiary being collectively herein referred to as "Assignor"),

W I T N E S S E T H:

WHEREAS, Trustee has executed a mortgage note (hereinafter referred to as "Note") of even date herewith, payable to the order of Berkshire Life Insurance Company, having an office at 700 South Street, Pittsfield, Massachusetts 01201 (hereinafter referred to as "Assignee") in the principal amount of SEVEN HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$775,000.00);

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 part hereof (hereinafter referred to as "Premises"); and

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Memorandum to Trustee only
8-31-86

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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, the Note, the Mortgage, and any of the Loan Documents (as that term is defined in the Note) and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in any of the Loan Documents (hereinafter collectively referred to as "Assignor's Obligations").

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which 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 oral, 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, specifically including, without limitation, the Scheduled Leases (as hereinafter defined) (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

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Leases described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Scheduled Leases"), all on the following terms and conditions:

1. Assignor does hereby irrevocably appoint Assignee as its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to rent, lease, let, or sell all or any portion of said Premises to any party or parties at such price and upon such term, 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.

2. With respect to the Scheduled Leases, Assignor covenants as follows: (i) that Assignor is the sole owner of the entire Lessor's interest in said leases; (ii) that said leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever; (iii) that the lessees respectively named therein are not in default under any of the terms, covenants or conditions thereof; (iv) that no rent reserved in said leases has been assigned or anticipated; and (v) that no rent for any period subsequent to the date of this Assignment has been collected more than thirty

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(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 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) 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 ninety (90) days after the close of each fiscal year of operation of the Premises, and at other times during any such year within ten (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 space occupied, the rentals payable and security deposits, if any, paid thereunder, (vi) exercise within five (5) days of any demand therefor 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

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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 thirty (30) days before the due date of such installment, (c) 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 Scheduled Leases.

4. So long as there shall exist no default by Assignor in the payment or in the performance of any of Assignor's Obligations, Assignor shall have the right to collect at the time of, but no more than thirty (30) days prior to 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, subject to existing leases, 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 or the then manager of the Premises relating thereto, and may exclude Assignor, its agents, or servants, wholly therefrom and Assignee may,

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as attorney-in-fact or agent or 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 date of 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 interest 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

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purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacement, alterations, additions, betterments, and improvements to the Premises as to 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, 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

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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. Assignee shall not 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 (including reasonable attorneys' fees) 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, such liability 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 Premises by the tenants or any other parties or for any dangerous or defective

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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 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 terminate and be 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

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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 and any extension, renewal or amendment thereof.

12. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage or the other Loan Documents, and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note, the Mortgage and the other Loan Documents. 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, the Mortgage and the other Loan Documents, and shall be binding upon Assignor, its successors and assigns and any subsequent owner of the Premises.

This Assignment is executed by Northern States Trust Company, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and

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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.

IN WITNESS WHEREOF, the Assignor has executed this instrument the day and year first above written.

TRUSTEE:

Northern States Trust Company,
formerly known as Antioch
Trust Company, not personally,
but as Trustee aforesaid

By: *Ernest Harlow* V.P.
Its: *Ernest Harlow*

ATTEST:

By: *John W. Basswell*
Its: *Trust Officer*

BENEFICIARY:

R.K.W. Development Corporation,
an Illinois corporation

By: *[Signature]*
Its: *[Signature]*

ATTEST:

By: *[Signature]*
Its: *Assistant Secretary*

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This instrument was prepared by and after recording return to: Permanent Index No:
~~07-33-201-066-0000~~
07-33-203-038-0000

Paul D. Monson
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

Address:
501 Morse Avenue and
642 Lunt Avenue
Schaumburg, Illinois

Property of Cook County Clerk's Office

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Exhibit B

Scheduled Leases:

<u>Date -</u>	<u>Term</u>	<u>Tenant</u>
1) July 1, 1985	July 1, 1985 to June 30, 1986	Parsons Sport Center 501 Morse Ave Schaumburg, Ill Unit E
2) Nov 1, 1985	Nov 1, 1986 to Nov 1, 1986	D L Kreis 501 Morse Ave Unit F Schaumburg, Ill
3) June 1, 1985	June 1, 1985 to May 31, 1986	Northland Wildlife Inc 501 Morse Avenue Unit G Schaumburg, Ill
4) April 1, 1985	April 1, 1985 to May 31, 1986	Arthur Dexter 501 Morse Avenue Schaumburg, Ill Unit D
5) July 1, 1985 Nov 1, 1985	July 1, 1985 to June 30, 1986 Nov 15, 1985 to Nov 15, 1986	Parsons Diamond Auto Rebuildlers 501 Morse Ave Unit H Schaumburg, Ill
6) Aug 1, 1985	August 1, 1985 to July 31, 1986	Ed Bender 501 Morse Avenue Unit A Schaumburg, Ill
7) June 1, 1985	June 1, 1985 to May 31, 1986	Russ Miller/ K.G.M. Corp 501 Morse Ave, Unit C Schaumburg, Ill

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EXHIBIT A

Legal Description:

PARCEL 1:

LOT 1 IN R.K.W. RESUBDIVISION BEING A RESUBDIVISION OF PART OF LOT 2 IN BLOCK 4 IN CENTEX SCHAUMBURG INDUSTRIAL PARK UNIT 17 BEING A SUBDIVISION IN THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS)
)
COUNTY OF ~~COOK~~)
LAKE)

MARTHA KUSSAROFF
I, _____ the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT GEORGE HARLOW, VICE PRESIDENT of Northern States Trust Company and JON W. BOSWELL, Trust Officer of such association who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and Trust Officer 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 company for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that he is custodian of the seal of said company, did affix the seal of said company to said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of March, 1986.

Martha Kussaroff
Notary Public

My commission expires:

REGISTRATION OF THE STATE OF ILLINOIS
MARTHA KUSSAROFF
NOTARY PUBLIC
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MARTHA KUSSAROFF