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IN DUPLICATE

ASSIGNMENT OF LEASES AND RENTS

3506931

THIS ASSIGNMENT OF LEASES AND RENTS, is made this ^{30th} day of December, 1985, by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee under Trust Agreement dated April 15, 1985 and known as Trust No. 64179 ("Trust") and GOLF BAR ASSOCIATES LIMITED PARTNERSHIP, an Illinois Limited Partnership, sole beneficiary ("Beneficiary") (Trust and Beneficiary hereinafter collectively referred to as "Assignor"), and FIRST INTERSTATE MORTGAGE COMPANY OF ILLINOIS, a Delaware Corporation, hereinafter referred to as "Assignee";

W I T N E S S E T H:

That Assignor has, concurrently with the execution of this Assignment of Leases and Rents, executed and delivered to Assignee, its Note ("Note") of even date herewith, payable to the order of Assignee, in the principal sum of NINE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$9,100,000.00) ("Loan") and, as security therefor, executed and delivered to Assignee its Mortgage ("Mortgage"), of even date herewith, conveying the land legally described as follows ("Land"):

See Exhibit A attached hereto and made a part hereof, containing the legal description.

THIS ASSIGNMENT OF LEASES AND RENTS IS SUBORDINATE TO LEASE EVIDENCED BY SHORT FORM LEASE REGISTERED AS DOCUMENT 3506928.

Volume 187
I.D. # ~~07-18-100-010-0000~~

SEC Golf and Barrington Roads
Hoffman Estates, Illinois

and the improvements thereon ("Improvements").

That as further security for Note, Assignee has agreed to execute an Assignment of Leases and Rents.

NOW, THEREFORE, in consideration of the disbursement of the proceeds of Loan by Assignee and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor:

1. Sells, assigns and transfers unto Assignee:
 - a) all lease agreements, written or verbal, or any letting of or other agreements for the use or occupancy of Land and Improvements, which may have heretofore been made and, at the option of Assignee, all lease agreements, written or verbal, or any letting of or other agreements for the use and occupancy of Land and Improvements, which may hereafter be made or agreed to by Assignor or which may be made or agreed to by Assignee pursuant to the powers herein granted (collectively "Leases");

Mail To:

This Instrument Was Prepared By:
R. J. WALSCHLAGER
First Interstate Mortgage Company of Illinois
111 W. Washington Street
Chicago, Illinois 60602

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- b) all of the rents, issues and profits now due or which may hereafter become due pursuant to or by virtue of Leases ("Rents");

it being the intention of Assignor hereby to establish an absolute transfer and assignment of Leases and Rents to Assignee.

2. Appoints, irrevocably, Assignee its true and lawful attorney-in-fact, in its name and stead (with or without taking possession of Land and Improvements), said appointment to be effective upon the occurrence of an uncured default, to hereafter execute Leases, at such rentals and upon such terms and conditions as may be satisfactory to it and to collect all Rents now due or arising from or accruing at any time hereafter, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon a taking of possession of Land and Improvements pursuant to the provisions hereof.

3. Represents and covenants that no Rents have been or will be paid by any person or entity in possession of any part of Land and Improvements for more than one (1) installment in advance and that the payment of Rents to accrue has not and will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, except with the prior written consent of Assignee, which will not be unreasonably withheld or delayed.

4. Agrees that nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of Land and Improvements by it pursuant to the provisions hereof. In the exercise of the powers herein granted to Assignee, no personal liability shall be asserted or enforced against it, all such liability being hereby expressly waived and released by Assignor.

5. Agrees to execute and deliver to Assignee, immediately upon its request, all such further assurances and assignments of Leases and Rents as Assignee may, from time to time, reasonably require.

6. Expressly understands and agrees, anything herein contained to the contrary notwithstanding (although it is Assignor's intention that this Assignment be a present Assignment) that Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless a uncured default shall occur in the payment of interest, principal or any other sum due and owing to Assignee pursuant to Note (collectively "Indebtedness") or in the performance or observance of any of the terms, covenants, conditions and agreements required of Assignors pursuant hereto and pursuant to Note and all documents executed and delivered to secure the payment of Indebtedness (Note and all such other documents collectively "Loan Documents"), and nothing herein contained shall be deemed to effect or impair any rights which Assignee may have pursuant to Loan Documents.

7. Agrees, in any instance in which, pursuant to the provisions of Mortgage, Assignee has a right to institute foreclosure proceedings (whether before or after Indebtedness is declared to be immediately due or legal proceedings to foreclose the lien thereof have been instituted), forthwith upon demand of Assignee, to surrender to Assignee and Assignee shall be entitled to take actual possession of Land and Improvements, or any part thereof personally or through its agents or attorneys. Assignee, in its discretion, either personally or through its agents and attorneys, may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of Land and Improvements (together with all documents, books, records, papers and accounts of Assignor or the then owner of Land and Improvements relating thereto) excluding Assignor, its agents or servants, wholly therefrom and, as attorney-in-fact or agent of Assignor, or in its own name as mortgagee and:

- a) hold, operate, manage and control Land and Improvements and conduct the business, if any, thereon;

- b) implement such measures, legal or equitable, as in its discretion, may be deemed proper or necessary to enforce the payment of Rents and the performance of all of the terms, covenants, conditions and agreements contained in Leases, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent;

Assignor hereby granting to Assignee full power and authority to exercise each and every right, privilege and power herein granted at any and all times after the occurrence of an uncured default, and without notice to Assignor and with full power and authority, Assignee may:

- i) cancel or terminate any Lease or sublease thereof, for any cause or reason which would entitle Assignor to cancel the same;
- ii) elect to disaffirm any Lease or sublease executed subsequent to the date of Mortgage or subordinated to the lien thereof, unless Assignee has by separate agreement assured such lessee or sublessee that its possession shall not be disturbed;
- iii) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to Land and Improvements which may seem judicious, in Assignee's discretion;
- iv) insure and re-insure Land and Improvements for all risks incidental to the possession, operation and management thereof; and
- v) collect and receive all Rents.

8. Agrees that unless and until Assignee shall exercise the rights and powers conferred upon it pursuant hereto, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability by reason of Leases. Assignor shall indemnify and hold Assignee harmless of and from any and all liability, loss or damage which it may incur pursuant to Leases 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, conditions and agreements required of Assignor pursuant to Leases (excluding therefrom, however, any liability, loss or damage which may be incurred by Assignee by reason of its acts or deeds following the exercise of Assignee's rights pursuant hereto). In the event that Assignee incurs any such liability, loss or damage, Assignor shall reimburse Assignee for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand.

9. Agrees that Assignee, in the exercise of the rights and powers conferred upon it pursuant hereto, shall have the full power to use and apply Rents to the payment or on account of the following, in such order of priority as it may determine:

- a). operating expenses of Land and Improvements, including the costs of management and leasing thereof (which shall include reasonable compensation to Assignee and its agents or contractors, if management be delegated to such agents or contractors, and leasing commissions and other compensation and expenses in seeking and procuring tenants and entering into Leases), established claims for damages relating to the operation of Land and Improvements, if any, and premiums on insurance coverages hereinabove authorized;

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- b). taxes and special assessments now due or which may hereafter become due on Land and Improvements;
- c). repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements to Land and Improvements, including the costs, from time to time, incurred in placing Land and Improvements in such condition as will, in the judgment of Assignee, make the same readily rentable; and
- d). Indebtedness or any deficiency which may result from any foreclosure sale of Land and Improvements.

10. Authorizes and instructs each and every present and future tenant of any part of Land and Improvements to pay all unpaid Rents agreed upon in any tenancy to Assignee, upon receipt of demand therefor from Assignee, and by its acceptance of this Assignment, Assignee agrees that such demand will only be made upon the occurrence of an uncured default.

11. Agrees that the provisions set forth herein shall not be deemed exclusive of any of the remedies granted to Assignee in Loan Documents but shall be deemed a special and additional remedy granted to Assignee and cumulative with the remedies contained in Loan Documents.

12. Agrees that any notices served pursuant hereto shall be deemed received three (3) days following the postmark dates thereof and shall be sufficient if in writing and mailed, postage prepaid, by United States mail as first class certified mail, return receipt requested, or registered mail, addressed as follows:

If to Assignee: 111 West Washington Street, Chicago, Illinois 60602, Attention: Raymond J. Waischlager, Esq.;

If to Assignor: as Trustee under Trust No. 64179, 33 North LaSalle Street, Chicago, Illinois 60690, with copies to:

Mr. George Rourke, President, Venterra, 643 North Orleans, Chicago, Illinois 60610, and Charles L. Edwards, Esq., Rudnick & Wolfe, 30 North LaSalle Street, Chicago, Illinois 60602, and Ronald H. Galowich, Esq., Pritzker & Pritzker, Two First National Plaza, 30th Floor, Chicago, Illinois 60605.

13. Agrees that this Assignment shall be binding upon Assignor, its successors, assigns, grantees and legal representatives and shall inure to the benefit of Assignee, its successors, assigns, grantees and legal representatives.

14. Agrees that:

- a). until this Assignment is voluntarily released by Assignee, no judgment or decree which may be entered with respect to Indebtedness shall operate to abrogate or lessen the effect hereof but the same shall continue in full force and effect until Indebtedness and all costs and expenses which may be incurred by Assignee by virtue of the power and authority herein contained have been paid in full; and
- b). this Assignment shall remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale and until the issuance of a deed pursuant to a foreclosure decree, unless Indebtedness is paid in full prior to the expiration of any period of redemption.

15. This Assignment of Leases is executed by the undersigned Assignor, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under the terms of the Trust Agreement

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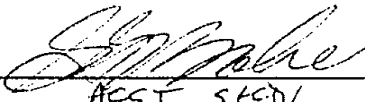
dated April 15, 1985, and known as Trust No. 64179, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the undersigned hereby warrants that it possesses full power and authority to execute this Assignment of Leases), and it is expressly understood and agreed that nothing herein or in the Note additionally secured hereby contained shall be construed as creating any liability on the undersigned personally to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any of the conditions herein contained, all such personal liability being expressly waived by Assignee and its successors and assigns, and that so far as the undersigned and its successors in trust personally are concerned, Assignee and its successors and assigns shall look solely to the premises hereby mortgaged and to the income, proceeds and avails of said mortgaged property or any separate guaranty for the payment of the Note and all sums secured hereby the enforcement of the lien hereby created in the manner herein and by law provided.

By its acceptance of this Assignment of Leases and Rents, Assignee expressly agrees that nothing contained herein or contained in the Note additionally secured hereby or contained in the Mortgage which secures said Note shall be construed as creating any liability on Golf Bar Associates Limited Partnership, or any of its past, present or future partners, personally to pay the Note or any interest that may accrue thereon or any indebtedness accruing hereunder or to perform any of the conditions herein contained, all such personal liability being expressly waived by Assignee and its successors and assigns, and that so far as Golf Bar Associates Limited Partnership is concerned, Assignee and its successors and assigns shall look solely to the premises hereby conveyed and to the income, proceeds and avails of said premises or any separate guaranty for the payment of the Note and all sums secured hereby the enforcement of the lien hereby created in the manner herein and by law provided.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officers, as of the day and year first above written.

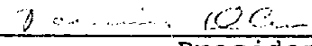
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee as aforesaid

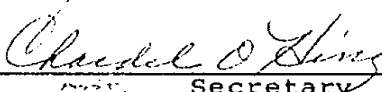
By: 
Title: _____

Attest: 
Title: Asst Secy

GOLF BAR ASSOCIATES LIMITED PARTNERSHIP, an Illinois Limited Partnership

ENVIRO-TECHNICS LIMITED, an Illinois Corporation, its General Partner

By: 
President

Attest: 
Secretary

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ROURKE CORPORATION, an Illinois Corporation its General Partner

By: [Signature] President

Attest: [Signature] Secretary

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, KULA M. MADAKOS, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that ... NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and ... Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ... 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 Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ... Secretary did also then and there acknowledge that (she) (he), as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ... day of December, 1985.

[Signature] Notary Public

My commission expires: _____

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, THE UNDERSIGNED, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that ... CLIFFORD D. DORRIZZO, President of ENVIRO-TECHNICS LIMITED, and CHARDEL O. HINZ, ASSISTANT Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ... President and ASSISTANT 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 Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT Secretary did also then and there acknowledge that (she) ~~that~~, as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

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EXHIBIT ALEGAL DESCRIPTION

The fractional Northwest 1/4 of Section 18, Township 41 North, Range 10 East of the Third Principal Meridian, excepting therefrom that part lying South of a line parallel with the South line of said Northwest 1/4 drawn through a point on the East line of said Northwest 1/4, 1933.07 feet North of the Southeast corner thereof; and also except the North 250 feet, as measured on the West section line of the West 250 feet, also being parallel with the North section line; and also except that part described as follows: beginning at the Northeast corner of fractional Northwest 1/4 of Section 18 aforesaid; thence South along the East line of said Northwest 1/4, a distance of 520.60 feet; thence Westerly on a line parallel with the North line of said Section, a distance of 300 feet; thence Northerly on a line parallel with the East line aforesaid to the North line of said Section 18; thence Easterly along the Northerly line of Section 18 to the point of beginning; and also except the Westerly 50.0 feet thereof; and also except that part lying North of the South line of Golf Road per Document Number 10550563, and

Also except that part described as follows:

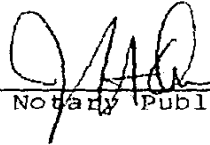
Beginning at the point of intersection of the East line of the West 250 feet of said fractional Northwest 1/4 of Section 18 and the South right of way line of Golf Road as per Document Number 10550563, recorded December 10, 1929; thence East along said South right of way line of Golf Road to a point on the West line of the East 300 feet of the Northwest fractional quarter of said Section 18; thence South on the West line of the East 300 feet of the Northwest fractional quarter of said Section 18 to a point on a line normally distant 20 feet South of said right of way line of Golf Road; thence West along said line distant 20 feet South of and parallel to the said South right of way line of Golf Road to a point on the East line of the West 250 feet of the Northwest fractional quarter of said Section 18; thence North along said East line of the West 250 feet of the Northwest fractional quarter of said Section 18, to the point of beginning, and also excepting therefrom that part taken for highway purposes by Condemnation Case Number 84 L 52747, in Cook County, Illinois.

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Property of Cook County Clerk's Office

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Given under my hand and Notarial Seal this 30th day of December, 1985.



Notary Public

My commission expires: 7/1/87

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, ~~THE UNDERSIGNED~~, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that GEORGE W. ROURKE President of ROURKE CORPORATION, and DENNIS JOHNSTON Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President 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 Corporation, as Trustees as aforesaid, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that ~~(she)~~ (he), as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

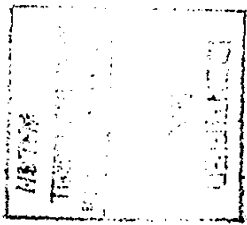
Given under my hand and Notarial Seal this 30th day of December, 1985.



Notary Public

My commission expires: 7/1/87

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