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ASSIGNMENT OF LEASES

KNOW ALL MEN BY THESE PRESENTS, THAT:

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a National Banking Association, not personally, but as Trustee under a Trust Agreement dated December 1, 1986, and known as Trust Number 100793-09 (hereinafter called the "Mortgage") has executed a Trust Deed to secure a debt (hereinafter called the "Mortgage") dated December 1, 1986, to CHICAGO TITLE & TRUST COMPANY, an Illinois Corporation, as Trustee, conveying the real estate legally described in Exhibit A hereto attached, and which Trust Deed was executed and delivered to secure an indebtedness to PAN-AMERICAN LIFE INSURANCE COMPANY, a Corporation (hereinafter called the "Mortgagee") evidenced by a Principal Promissory Note dated December 1, 1986, executed by the undersigned as Mortgagor, in the principal sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS (\$1,350,000.00), and the Mortgagee is the legal owner and holder of the Promissory Note evidencing the Mortgage Indebtednes; of the beneficial rights under the Trust Deed above described; and

The Moragagor is desirous of further securing the indebtedness now due and to become due to the Wortgagee secured by the Mortgage or otherwise.

NOW, THEREFORE, the Mortgagor, for and in consideration of these presents, and the mutual agreements herein contained, and as further and additional security to the Mortgagee, and in consideration of the sum of TEN DOLLARS (\$10.00) to the Mortgagor in hand paid, the receipt of which is hereby acknowledged, does hereby:

- LEASES ASSIGNED. Sell, assign and transfer unto the Mortgagee all the rents, issues 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 or occupancy of the premises described in Exhibit "A" hereto attached, or any part thereof, which may be made or agreed to by the Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements, and the avails thereof, to the Mortgagee, specifically including those listed on Exhibit "B" attached hereto.
- 2. AUTHORITY OF MORTGAGEE. The Mortgagor does hereby authorize irrevocably the Mortgagee (with or without taking puscession of the aforesaid premises), to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues 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 and agreements, 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 Mortgagee would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.
- 3. MORTGAGOR'S REPRESENTATIONS. The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the above referred to premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said premises has been or will be waived, released, reduced or discounted or otherwise discharged or compromised by the Mortgagor. The Mortgagor waives any right of set-off against any person in possession of any portion of the above referred to premises. The Mortgagor agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the premises, provided any such assignment to a purchaser or grantee shall be subject and subordinate to rights herein granted to Mortgagee.

THIS INSTRUMENT WAS PREPARED BY:

HENRY W. KENOE, 25 East Washington Street, Chicago, Illinois 60602

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virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the property, or by the Mortgagor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless indebtedness secured by the above described Mortgage is fully satisfied before the expiration of any period of redemption.

- (c) This instrument shall be assignable by Mortgagee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.
- (d) The failure of Mortgagee, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this Assignment of Leases for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of (its, his or their) rights under the terms hereof, but said Mortgagee, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this Assignment, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.
- (e) The payment of the note and release of the Trust Deed securing said Note shall ipso facto operate as a release of this instrument.
- 12. EXCULPATORY CLAUSE. This instrument is executed by the undersigned Mortgagor, not personally but as Trustee under the terms of that certain Trust Agreement dated December 1, 1986, and known as Trust Number 100793-09, and is enforceable only against the trust property held thereunder; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended not as personal covenants, undertakings and agreements of the undersigned, but is executed and delivered by the undersigned, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall a find time be asserted or enforced against the undersigned Mortgagor, on account hereof or an account of any covenant, undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the holder hereof from time to time.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO a national banking association, not personally or individually, but solely as Trustee under a Trust Agreement dated DECEMBER 1, 1986, and known as Trust Number 100793-09, under the provisions of a deed or deeds in trust duly recorded and delivered to it in pursuance of said Trust Agreement, has caused these presents to ac signed by its ________ President, and its corporate seal to be hereunto affixed, and attested to by its _______ Cashier, all as of the __S day of December, 1986.

AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, a National Banking Associatin, not personally but solely as Trustee under a Trust Agreement dated December 1, 1986, and known as Trust Number 100793-09

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By

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EXHIBIT "A"

LEGAL DESCRIPTION

The North 1/2 of Lot 19, all of Lots 20, 21 and 22 in Block 90 in the Original Village of Norwood Park in Section 6, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 6027-41 Northwest Highway, Chicago, Illinois, P.I.N.#13-06-217-003; #13-06-217-004; #13-06-217-023 and #13-06-217-030.

Proposition of Cook County Clark's Office

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STATE OF ILLINOIS)
COUNTY OF COOK)

COUNTY OF COOK)	
I, GWEN L. SPIEF, a Notary Public in and for said DO HEREBY CERTIFY THAT, SUZANNE G. BAKER P and L. MICHAEL WHE Cashier/Secretary, of said Bank, to be the same persons whose names are subscribed such President and Cashier/Sebefore me this day in person, and acknowledged that the instrument as their own free and voluntary act and as the Bank, as Trustee as aforesaid, for the uses and purposaid Cashier/Secretary then and there as custodian of the seal of said Bank, affixed the said sea free and voluntary act and as the free and voluntary aforesaid, for the uses and purposes therein set forth.	who are personally known to me to the foregoing instrument as ecretary, respectively, appeared ey signed and delivered the said e free and voluntary act of said eses therein set forth; and the e acknowledged that 1 to said instrument as's own
GIVEN under my hand and Notarial Seal, this Load	ay of December, 1986.
NOTARY PUBLIC MY COMMISSION	nt Gregory
MY COMMISSION	EXPIRES:
NOTARY PUBLIC MY COMMISSION	"OFFICIAL SEAL" Gwen L. Shepard stary Public, State of Illinois Commission Expires 4/8/89

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PREMISES LOCATED AT: 6027-41 N. Northwest Highway, Chicago, IL. 60631

NAME OF LESSEE	DATE OF LEASE	TERM	MONTHLY RENIAL (BASE RENI)
American District Telegraph Co. (entire 3rd fl. at 6035 N. Northwest Highway)	10/10/79	3/1/80 to 2/28/90	\$2,786.52 per month as increased on 8/22/83.
American District Telegraph Co. (warehouse space)	1/23/86	3/1/86 to 2/28/90	\$500.00 per month.
Colle:, Inc. (Suite #200 at 6035 N. Northwest Highway)	8/1/84	8/1/84 to 7/31/89	\$2,802.00 per month as increased on 8/28/84.
Edward E Ryan (#101 and #102, 1st 11., and #B1 and #B2, lower level, at 6035 N. Northwest Highway)	3/1/86	3/1/86 to 8/31/89	\$2,514.00 per month.
Guardian Plans, Inc (1st fl. New Addition at 6035 N.Northwest Highwav)	2/1/86	2/1/86 to 6/1/89	\$3,483.00 per month.
Investment Security Analyst, Ltd. (3rd fl. North Easc, New Addition at 6035 N. Northwest Highway)	4/1/85	4/1/85 to 2/28/90	\$800.00 per month.
GoGo Tours Inc. (3rd fl., Southwest New Addition at 6035 N. Northwest Highway)	6/1/25	6/1/85 to 5/31/88	\$1,052.00 per month.
Henningson, Durham & Richardson, Inc. (2nd fl., Suite #201 at 6035 N. Northwest Highway)	1/3/93	2/1/83 to 1/31/89	\$2,047.50 as increased on 8/22/83.
Henningson, Durham & Richardson, Inc. (#205 New Building Addition at 6035 N.Northwest Highway)	12/5/85	2/1/83 to 1/31/37	\$779.00 per month.
Henningson, Durham & Richardson, Inc. (#204 New Building Addition at 6035 N. Northwest Highway)	10/1./85	2/1/83 to \$\infty\$ 1/31/89	\$798.00 per month.
D. Migala & Associates, Ltd.; Cavallo Insurance Agency, Inc.; and Rubin Insurance Agency, Inc. (#301 New Building Addition at 6035 N. Northwest Highway	11/1/84	1/1/85 to 12/31/86	\$982.(0 per month.
Jerry Ceramics (ground fl., 6041 N.Northwest Highway)	12/1/86	12/1/86 to 11/30/87	\$853.00 per month
Amsco Consulting Engineers (6039 N. Northwest Highway)	12/1/86	12/1/86 to 11/30/88	\$1,500.00 per month.
Amsco Consulting Engineers* (3rd fl. Northwest Suite, 6027-41 N. Northwest Highw	12/1/86 (ay)	1/1/87 to 12/31/87	\$703.00 per month

*MASTER LEASE.

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