

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that USAMERIBANC/WOODFIELD, not personally, but as Trustee under that certain Trust Agreement dated January 12, 1987 and known as Trust Number 302 ("Borrower") located at Higgins and Meacham Roads, Schaumburg, Illinois and N. D. NELSON FABRICATORS, INC., an Illinois corporation ("Beneficiary") located at 926 Lunt Avenue, Schaumburg, Illinois (Borrower and Beneficiary are collectively called the "Assignor"), in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto USAMERIBANC/WOODFIELD, Higgins and Meacham Roads, Schaumburg, Illinois 60196, (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated in Schaumburg, State of Illinois, legally described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Project Site"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents, royalties, contract rights, security deposits, minimum rents, additional rents, percentage rents, storage space facilities rents, late fees, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Project Site together with any and all rights and claims of any kind which Assignor may have against any obligor under any of the Leases or any subtenants or assignees thereof, or any occupants of the Project Site and all other sums due or which may hereafter become due under or by virtue of the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of that certain Demand Promissory Note in the original principal amount of \$250,000.00, made by Beneficiary, dated of even date herewith and payable to the order of the Assignee, (ii) the payment in full of all principal of and interest under that certain Installment Note of Borrower in the original principal amount of \$255,600.00 dated of even date herewith payable to Assignee (collectively the Borrower's and Beneficiary's Notes are referred to as the "Notes")

This Instrument Prepared By
and Mail To:

Street Address:

Kathleen Finefrock
SCHWARTZ & FREEMAN
401 North Michigan Avenue
Suite 3400
Chicago, Illinois 60611

926 Lunt Avenue
Schaumburg, Illinois

Permanent Property Tax Number:

DBO 07-33-101-021-0000 TT

70-97-724-05

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(iii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage and Security Agreement dated of even date herewith from the Assignor to the the Assignee (the "Mortgage"), conveying and mortgaging the Project Site as security for the Notes, (iii) the performance of all obligations, covenants, promises and agreements contained herein, and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security therefor or any rights of the Assignee in connection therewith, including this Assignment (the Notes and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii) and (iv) above being hereinafter collectively referred to as the "indebtedness hereby secured").

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby. Assignee's power under this Assignment shall be coupled with an interest and shall be irrevocable until all the indebtedness hereby secured is paid in full.

The Assignor warrants to the Assignee that the Assignor has good right to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder other than that certain Assignment of Rents dated December 31, 1986 from Beneficiary to Leonora Kramer, Lawrence Kramer, Mary Ann Kramer and Gloria Benzin (collectively the "Creditors") on the Project Site subordinated hereto pursuant to that certain Subordination and Intercreditor Agreement among the Creditors, Beneficiary, Borrower and Assignee (the "Subordination and Intercreditor Agreement").

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Project Site, but so long as no Event of Default shall exist under the Notes or the Mortgage and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the

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Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the Project Site and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage, whether before or after the Notes are declared due in accordance with its terms or under the terms of said Mortgage and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Project Site hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Project Site together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and hold, operate, manage and control the Project Site, and at the expense of the Project Site, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Project Site as may seem judicious, and pay taxes, assessments and prior or proper charges on the Project Site, or any part thereof, and insure and reinsure the same, and lease the Project Site in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in such case have the right to manage and operate the said Project Site and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the Project Site, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof. In addition, Assignor's rights to use the Rents shall terminate and any Rents then or thereafter coming into Assignor's possession are to be held in trust by Assignor for the benefit of Assignee and immediately delivered to Assignee, thereafter, Assignor shall have no rights to use the Rents without written consent of Assignee. Immediately upon demand by Assignee, Assignor shall deliver to Assignee the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Assignee, which endorsement and/or assignment shall be in form and substance acceptable to Assignee. Assignee, then or at any time or times thereafter, at its sole election, without notice thereof to Assignor, and without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Assignee, and Assignee (in its name, in the name of Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Assignee and Assignor, immediately upon demand by Assignee, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Assignee.

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Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the payment of all proper charges and expenses including the just and reasonable costs of Assignee and the Issuer, their respective attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Project Site and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, expense, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the Project Site;

(c) to the cost of completing any improvements being constructed on or about the Project Site; and

(d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the Project Site.

Within fifteen (15) days after written demand therefor by Assignee or as required by the terms of the Mortgage, Assignor shall deliver to Assignee, in form and substance acceptable to Assignee, a detailed rent roll of all the Leases and such other matters and information relating thereto as Assignee may reasonably request, certified by the chief financial officer (or general partner) of Assignor.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease. Assignor has not and shall not receive or collect any of the Rents for a period of more than one month in advance (whether in cash or by promissory note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents, except as expressly disclosed herein; and Assignor shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any material obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or

permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Project Site is located, not to further assign or encumber its rights under the Leases to be subordinated to any other liens or encumbrances whatsoever, except as otherwise expressly disclosed herein, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

Anything contained elsewhere in this Assignment to the contrary notwithstanding, Assignor covenants and agrees that it will not, without the prior written consent of Assignee, terminate any Lease or amend or modify same in any respect and that any of such done without the prior written consent of Assignee shall be null and void.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Project Site by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. The Assignee shall not have any liability to Assignor or any one for any action taken or omitted to be taken by it hereunder, except for its gross negligence or willful misconduct. Should the Assignee incur any expense, liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Notes at the time of incurrence shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

Assignor hereby agrees to indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense which Assignee may or might incur by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any of the Leases more than one month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including attorneys' and paralegals' fees and expenses) shall be payable by Assignor immediately without demand, shall bear interest at the Default Rate set forth in the Notes from the date of Assignee's payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

Until the indebtedness secured hereby shall have been paid in full, Assignor will, upon Assignee's request, deliver to Assignee executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Assignee

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upon demand and at any time or times, any and all specific assignments thereof that the Assignee may reasonably deem to be advisable for carrying out the true purposes and intent of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Notes, Mortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suits to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Project Site after any foreclosure sale.

Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed or sent by a recognized nationwide commercial courier, to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth previously or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the fifth (5th) day following posting as aforesaid. If sent by commercial courier, such notice, demand or request shall be deemed to have been made on the first (1st) business day after delivery to the courier.

This Assignment shall be assignable by the Assignee in conjunction with an assignment of the Notes 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. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. This Assignment shall be governed by the law of Illinois.

This Assignment is executed and delivered by USAMERIBANC/WOODFIELD, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee. No personal liability shall be asserted or be enforceable against the USAMERIBANC/WOODFIELD, because or in respect of this Assignment or the making, issuance or transfer

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hereof, all such liability, if any, being expressly waived by each taker and holder hereof.

Dated as of this 18 day of March, 1987.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

USAMERIBANC/WOODFIELD, not personally, but solely as Trustee under a Trust Agreement dated January 12, 1987 and known as Trust Number 302

(SEAL)

By: Patricia Jensen

Its: TRUST OFFICER

ATTEST:

Richard Nelson
Its: President

N. D. NELSON FABRICATORS, INC.

By: Richard Nelson

Its: President

ATTEST:

Richard Nelson
Its: Secy.

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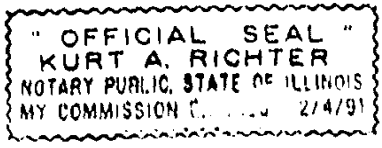
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kurt A. Richter, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerhard G. Landrowski, President, of N. D. NELSON FABRICATORS, INC., and Brunhilde Landrowski, Secretary, of said Company, 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 Company as aforesaid for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that she, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as her own free and voluntary act and as the free and voluntary act of said Company as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of March, 1987.

Kurt A. Richter
Notary Public



My Commission Expires:
Feb 4, 1987

COOK COUNTY Clerk's Office

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SCHEDULE I

LEGAL DESCRIPTION

LOT 28 IN BLOCK 8 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 159,
BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 33,
TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT
NO. 25272701 AND REGISTERED AS DOCUMENT NO. LR3135316 IN COOK
COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Patricia K. Azus, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that PATRICIA JENSEN TRUST OFFICER of USAMERIBANC/WOODFIELD, and MARY ANN HELGGER ASST. VICE PRESIDENT of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and ASST. VICE PRESIDENT, 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.

GIVEN under my hand and Notarial Seal this 18th day of March, 1987.

Patricia K. Azus
Notary Public

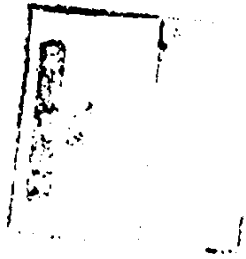
My Commission Expires:
May 3, 1987

Property of Cook County Clerk's Office

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