PARCEL 3:

THAT PART OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT ON THE NORTH LINE OF THE CHICAGO DISTRICT PIPELINE COMPANY RIGHT OF WAY, 350.0 FEET EAST OF THE EAST LINE OF TONNE ROAD; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF TONNE ROAD 267.02 FEET TO A POINT IN A LINE 40 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE 213.45 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING SOUTHEASTERLY ALONG SAID PARALLEL LINE 615.35 FEET TO THE NORTH LINE OF THE CHICAGO DISTRICT PIPELINE RIGHT OF WAY; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO DISTRICT PIPELINE PIGHT OF WAY 789.01 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, (EXCEPT FROM THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT THAT PART THEREOF LYING WEST OF A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAIC TRACT THROUGH A POINT ON THE SOUTH LINE OF SAID TRACT 385.0 FEET WEST OF THE MOST EASTERLY CORNER OF SAID TRACT), IN COOK COUNTY, ILLINOIS; AND

LOT 404 IN CENTEX INCUSTRIAL PARK UNIT 251, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: SOUTH SIDE LANDMEIER ROAD, ELK GROVE VILLAGE, IL

PERMANENT INDEX NOS.: 08-27-300-029-0000; 08-27-300-042-0000; 08-27-300-043-0000

PARCEL 5:

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MEKIDIA:, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT "A" IN CENTEX INDUSTRIAL PARK UNIT 173, A SUBDIVISION IN THE SOUTHWEST 1/4 OR SECTION 27 AFORESAID, SAID NORTHWEST CORNER OF LOT "A" ALSO BEING ON THE SOUTH LINE OF FARGO AVENUE; THENCE WEST ALONG THE SOUTH LINE OF FARGO AVENUE 405.79 FEET TO THE EAST LINE OF TONNE ROAD; THENCE SOUTH ALONG THE EAST LINE OF TONNE ROAD 815.13 FEET TO THE NORTH WEST CORNER OF LOT 336 IN CENTEX INDUSTRIAL PARK UNIT 206, A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 27 FORESAID; THENCE EAST ALONG THE NORTH LINE OF LOTS 333 TO 336, BOTH INCLUSIVE, OF CENTEX INDUSTRIAL PARK UNIT 216 AFORESAID 420.34 FEET TO THE NORTH EAST CORNER OF LOT 333 AFORESAID; THENCE NORTH ALONG THE WEST LINE OF LOT "A" AND THE SOUTHERLY EXTENSION THEREOF 815.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: SOUTHWEST CORNER TONNE ROAD AND FARGO AVENUE, ELK GROVE VILLAGE, IL

PERMANENT INDEX NOS.: 08-27-300-018-0000; 08-27-303-051-0000

PARCEL 13:

LOT 403 IN CENTEX INDUSTRIAL PARK UNIT 250, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

SOUTHWEST CORNER TOUHY AND ESTES AVENUES, ELK

GROVE VILLAGE, IL.

PERMANENT INDEX NO.: 08-34-100-077-0000

PARCEL 14:

LOT 401 20 CENTEX INDUSTRIAL PARK UNIT 248, BEING A SUBDIVISION IN THE NORTHWEST 2/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS SOUTH SIDE ESTES AVENUE, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO.: 08-34-100-076-0000

PARCEL 27:

LOT 400 IN CENTEX INDUSTRIAL PARK UNIT 247, BEING A SUBDIVISION OF THE WEST 404 FEET OF LOT 18 IN CENTEX INDUSTRIAL PARK UNIT NUMBER 4, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 25300865 AND FILED AS DOCUMENT LR3207040, IN COOK COUNTY, IILINOIS.

COMMONLY KNOWN AS:

NORTHEAST CORNER FOUTE 83 AND LUNT AVENUE, ELK

GROVE VILLAGE, IL

PERMANENT INDEX NO.: 08-35-104-067-0000

PARCEL 30:

LOTS 74 TO 84, BOTH INCLUSIVE (EXCEPT THE NORTHWESTERIX 7 FEET OF SAID LOT 84 CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED MAY 21, 1964 AS DOCUMENT NO. 19133687) IN STEELE'S HIGGINS AND TOUNY HIGHLANDS SUBDIVISION IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MEFIDIAN;

ALSO THAT PART OF LOT 6 (6) IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, (HEREINAFTER DESCRIBED) LYING NORTH OF THE NORTH LINE OF TOUHY AVENUE AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING EAST OF THE FOLLOWING DESCRIBED BEGINNING AT A POINT IN THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF TOUHY AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41

NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2057254; SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOUHY AVENUE, 566.57 FEET, MORE OR LESS, TO THE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT SIX (6) (EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PARCEL OF LAND: - THAT PORTION OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 26, TO THE SOUTHEAST CORNER THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTH VESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHEASTERLY 20 FEET TO THE PLACE OF BEGINNING AND EXCEPTING THEREFROM THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL MANDMEIER ROAD: - BEGINNING AT A POINT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOW LOCATED AND ESTABLISHED, (MAY 5, 1964), DISTANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTHEAST CORNER OF SAID WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TO POINT DISTANT 40.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING).

SUBDIVISION OF THE ESTATE OF HENRY LANDMEIR DEING PART OF SECTION 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT ACKNOWLEDGED ON THE 4TH DAY OF DECEMBER, 1916, BY RICHARD LANDMEIER, ALBERT LANDMEIER, COTO LANDMEIER AND GUSTAV LANDMEIER AND FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, TILINOIS, AS DOCUMENT NUMBER 70396.

AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: THE SOUTHERLY 10 FEET OF NORTHERLY 40 FEET OF THAT PART OF LOT 6 (AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY LINE OF SAID LOT) IN THE SUBDIVISION OF THE ESTATE OF HENRY LANDMEIER, BEING PART OF SECTION 26, AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT FILED ON THE 2ND DAY OF MARCH, 1917, IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 70396, LYING NORTH OF THE NORTH LINE OF TOUHY AVENUE AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 6, A SUBDIVISION IN SECTIONS 26 AND 35, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (ACCORDING TO PLAT REGISTERED AS DOCUMENT NUMBER 2011608), AND LYING

EAST OF THE FOLLOWING DESCRIBED LINE: BEGINING AT A POINT IN .THE NORTH LINE OF SAID TOUHY AVENUE, 651.33 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF TOUHY AVENUE WITH THE EAST LINE OF NICHOLAS BOULEVARD AS DEDICATED IN CENTEX INDUSTRIAL PARK UNIT 9, A SUBDIVISION IN SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (ACCORDING TO PLAT REGISTERED AS DOCUMENT 2057254); SAID LINE RUNNING THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF TOUHY AVENUE, 566.57 FRET, MORE OR LESS, TO THE CENTER LINE OF LANDMEIER ROAD, SAID CENTER LINE BEING THE NORTHERLY LINE OF SAID LOT 6 (EXCEPTING FROM SAID TRACT THAT PART OF LOT 6 INCLUDED IN THE FOLLOWING DESCRIBED PARCEL OF LAND; THAT PORTION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN COMMENCING AT THE INTERSECTION CENTER LIME OF HIGGINS ROAD WITH THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 3/4 OF SAID SECTION 26; RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WIST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26, TO THE SOUTH EAST COUNTRY THEREOF; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT IN THE CENTER LINE OF HIGGINS ROAD, 20 FEET NORTHWESTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY 20 FEET TO THE PLACE OF BUGINNING AND EXCEPTING THEREFROM THAT PART OF THE FOLLOWING DESCRIBED TRACT LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF ORIGINAL LANDMEIER ROAD; BEGINNING AT A POINT ON THE CENTER LINE OF LANDMEIER ROAD, AS THE SAME IS NOW LOCATED AND ESTABLISHED, (MAY 5, 1964), DISTANT 9.22 FEET SOUTHWESTERLY OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 26; THENCE SOUTHEASTERLY ALONG A LINE, WHICH IF EXTENDED WOULD INTERSECT THE SOUTH EAST CORNER OF SAID WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT DISTANT 40.0 FRET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES FROM SAID CENTER LINE OF LANDMEIER ROAD; THENCE SOUTHWESTERLY PARALLEL WITH SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 410.0 FEET TO A POINT; THENCE NORTHERLY PARALLEL WITH EAST LINE OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TO A POINT IN SAID CENTER LINE OF LANDMEIER ROAD; THENCE NORTHEASTERLY ALONG SAID CENTER LINE OF LANDMEIER ROAD, A DISTANCE OF 409.44 FEET TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: LELA STREET AND LUND AVENUE, ELK GROVE VILLAGE, IL

PERMANENT INDEX NOS.: 08-26-403-015-0000; 08-26-405-006-0000; 08-26-405-007-0000; 08-26-405-007-0000; 08-26-405-007-0000; 08-26-405-008-0000; 08-26-405-009-0000; 08-26-405-009-0000; 08-26-405-009-0000; 08-26-405-009-0000; 08-26-405-009-0000; 08-26-405-009-0000; 08-26-405-009-0000;

ALSO



LOTS 1 AND 2 IN GULLO INTERNATIONAL OFFICE AND INDUSTRIAL CENTER SUBDIVISION BEING A SUBDIVISION IN THE WEST ONE HALF OF THE SOUTH WEST QUARTER OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: STANLEY AND OAKTON, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO.: 08-22-302-011-0000

ALSO

LOT 1 IN CULLO INTERNATIONAL CONTEMPORARY PARK, BEING A RESUBDIVISION OF LOT 230 IN HIGGINS INDUSTRIAL PARK UNIT 165, BEING A SUBDIVISION IN THE SOUTHERST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE NORTH 220.0 FEET OF THE EAST 420.0 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS JARVIS AND LANDMEIER, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO.: 08-27-400-087-0000

ALSO

LOTS 2 AND 3 IN GULLO CHASZ AVENUE INDUSTRIAL PARK, BEING A RESUBDIVISION OF LOT 2 IN FRISLY'S RESUBDIVISION OF LOT 318 IN CENTEX I DUSTRIAL PARK UNIT 194, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: CHASE AVENUE, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO.: 08-27-402-058-0000; 08-27-402-059-0000

ALSO

LOTS 2, 3, 5, 6, AND 15 IN O'HARE-THORNDALE CENTER FOR BUSINESS, A RESUBDIVISION OF LOTS 2 AND 3 IN CHARLES BOESCHE'S DIVISION, IN SECTIONS 3 AND 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID O'HARE-THORNDALE CENTER FOR BUSINESS RECORDED NOVEMBER 15, 1984 AS DOCUMENT R84-92708, AND RESUBDIVISION OF PLAT RE-RECORDED OCTOBER 11, 1985 AS DOCUMENT R65-88148, IN DU PAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: DILLON DRIVE, WOOD DALE, IL

PERMANENT INDEX NOS.: 03-03-407-002; 03-03-407-003; 03-03-407-005;

03-03-407-006; 03-03-401-018

ALSO

LOT 159 IN HIGGINS INDUSTRIAL PARK UNIT 112 BEING A SUBDIVSTION IN THE NORTHEAST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: HIGGINS AND OAKTON, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO.: 08-27-201-002-000

LOTS 39 TO 73 INCLUSIVE (EXCEPT THAT PART OF LOTS 39, 40 AND 41 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 39, BEING ALSO THE POINT OF INTERSECTION OF THE SOUTHWESTERLY LINE OF HIGGINS ROAT WITH THE SOUTHEASTERLY LINE OF LANDMEIER ROAD, AS THE SAME ARE NOW COATED AND ESTABLISHED; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF SAID LOTS 39, 40 AND 41, BEING ALSO THE SOUTHWESTERLY LINE OF HIGGINS ROAD, A DISTANCE OF 113.18 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 150.0 FEET AND TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 182.21 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 39, A DISTANCE OF 7.02 FEET SOUTHEASTERLY FROM THE NORTHWESTERLY CORNER OF SAID LOT 39, AS MEASURED ALONG THE WESTERLY LINE THREOF; THENCE NORTHWESTURLY ALONG SAID WESTERLY LINE OF SAID LOT 39, A DISTANCE OF 7.02 FEET TO A NORTHWESTERLY CORNER OF LOT 39; THENCE NORTHEASTERLY ALONG THE MORTHERLY LINE OF SAID LOT 39, A D'STANCE OF 100.96 FEET TO THE POINT OF BEGINNING) IN STEELE'S HIGGINS AND TOUHY HIGHLANDS, BEING A SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 41 NOWTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILITHOIS.

COMMONLY KNOWN AS: LANDMEIER, HIG

LANDMEIER, HIGGINS, AND TOUHY ROADS, ELK GROVE VILLAGE, IL

PERMANENT INDEX NO.:

08-26-405-012-0000; 08-26-405-013-0000; 08-26-405-014-0000; 08-26-405-015-0000; 08-26-405-016-0000; 08-26-405-017-0000; 08-26-407-018-0000; 08-26-406-001-0000; 08-26-406-002-0000; 08-26-406-003-0000; 08-26-406-004-0000; 08-26-406-005-0000; 08-26-406-006-0000; 08-26-406-007-0000: 08-26-406-008-0000; 08-26-406-009-08-26-406-010-0000; 08-26-406-011-0000; 0000; 08-26-406-012-0000; 08-26-406-013-0000; 08-26-406-014-0000; 08-26-406-015-0000; 08-26-406-016-0000; 08-26-406-017-0000; 08-26-406-018-0000; 08-26-406-019-0000; 08-26-406-020-0000; 08-26-406-021-0000; 08-26-406-022-0000; 08-26-406-023-0000; 08-26-406-024-0000; 08-26-406-025-0000; 08-26-406-026-0000; 08-26-406-027-0000; 08-26-406-028-0000;

COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

This Assignment is made July 22, 1988, between NBD TRUST COMPANY OF ILLINOIS, as Trustee under a Trust Agreement dated July 11, 1988 and known as Trust 2637EG (hereinafter raferred to as "Assignor") and NBD ELK GROVE BANK, having an office at 100 E. Higgins Road, Elk Grove Village, IL 60007 (hereinafter referred to as "Assignee").

WITNESS:

WHITEAS, JOHN GULLO and GEORGE GULLO, the beneficiaries of Assignor, and others are indebted to Assignee in the principal amount of \$8,000,000 together with interest thereon from and after the date hereof at the lates provided in that Mortgage Note ("Mortgage Note"), of even date herewith;

WHEREAS, Assignor, at the direction of JOHN GULLO and GEORGE GULLO, to evidence and socure the loan indebtedness, has executed and delivered a Mortgage dated July 22, 1988 to secure said Mortgage Note on certain real estate in the Counties of Cook and DuPage, State of Illinois, legally described on Exhibit "1" attached hereto and made a part hereof, including the improvements now or hereafter thereon and the easement rights and appurtunances thereunto belong, all of which as aid real estate being hereinafter called the "Mortgaged Premises".

WHEREAS, Assignor is or may be the Lessor under certain oral or written Leases of all or part of the Mortgaged Premises; and

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

for anod THEREFORE, Assignor, NOW, valuable and considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described Mortgage Note and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Pranises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its

THIS INSTRUMENT PREPARED BY: + MAIL TO: MR. WILLIAM B. WEIDENAAR

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name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assignee may designate in writing delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage and this Assignment at any and all times hereafter, without notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness of liability of Assignor to Assignee, including, but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys, fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Mortgage Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lesso: under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which pay 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 any of the Leases. It is further understood that this Assignment shall

not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee Without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further cransfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and bower of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Mortgage Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to

enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the Mortgage. Any Lessee of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to bassee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Mortgage Note, the afcresaid Mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Mortgage Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, NBD TRUST COMPANY OF ILLINOIS, not individually, but as Trustee as aforesaid, has caused these presents to be signed, all as and on the day, month, and year first above written.

NBD TRUST COMPANY OF ILLINOIS, not individually, but as Trustee under aforesaid Trust 2637EG

By:

Its

SR_VICE_PRESIDENT

Attest:

Its

ASS'T VICE PRESIDENT

THIS DOC. PREPARED BY AND SHOULD BE MHILED AFTER 13ECON2DING TO:

WILLIAM B. WEIDENMAR

ONE N. LASALLE ST.

CHICAGO, 16 60602

	COUNTY OF C O O K)	
Teux.	I, PATILIAN ANOTARY Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that SIR VICE PRESIDENTIAL COMPANY OF ILLINOIS, and SECRETARY PROPERTY OF Secretary of said NBD TRUST COMPANY OF ILLINOIS, 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 NBD TRUST COMPANY OF ILLINOIS, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as custodian for the corporate seal of said NBD TRUST COMPANY OF ILLINOIS did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said NBD TRUST COMPANY OF ILLINOIS, as Trustee, for the uses and purposes therein set forth. Given under my hand and notarial seal this 25 day of July 1988.	₹ESIDEN
	My commission expires: "OFTICIAL SEAL" PATRICLE & DUNCERVY NOTARY PUBLIC, STATE OF ILLINOIS	
	My Commission Explos 5/15/92	

STATE OF ILLINOIS)

SS

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