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EXHIBIT A

LOT 8, LOT 9, LOT 10, LOT 11, LOT 12 AND LOT 13 IN BLOCK 14 IN THE H. M. CORNELL CO.'S CUMBERLAND A SUBDIVISION OF THE SOUTH HALF OF THE SOUTH EAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN. ALSO THAT PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF SEEGER'S ROAD, CALLED ELK GROVE ROAD, AND A RESUBDIVISION OF LOTS 1 AND 8 IN SEEGER'S SUBDIVISION OF PART OF THE SOUTH HALF OF FRACTIONAL SECTION 7, AND PART OF THE NORTH HALF OF FRACTIONAL SECTION 18, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON FEBRUARY 29, 1928, AS DOCUMENT NUMBER 99 40 985, IN BOOK 255 OF PLATS PAGE 36, AND FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID

COUNTY, FEB. 29, 1928 AS DOCUMENT NUMBER 39 49 67 AND ACCORDING TO THE SURVEYOR'S CERTIFICATE OF CORRECTION THEREOF RECORDED IN SAID RECORDER'S OFFICE SEPT. 28, 1929 AS DOCUMENT NUMBER 10 492 548 AND FILED IN SAID REGISTRAR'S OFFICE SEPT. 16, 1932, AS DOCUMENT NUMBER 59 26 10.

Permanent Tax Index No. 09-07-418-036

Common Address: 581 Golf Road
Des Plaines, IL 60016

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ASSIGNMENT OF RENTS

The New Golf Corporation (hereinafter called the "undersigned"), in order to further secure the Liabilities of the undersigned and Fahey Medical Center S.C. ("Medical") does hereby sell, assign and transfer unto The First National Bank of Des Plaines ("Assignee") 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 located in Cook County, State of Illinois, described on Exhibit A (the "Premises") attached hereto, 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 is the intention of the parties to this Assignment of Rents to establish an absolute transfer and assignment of all the said leases and agreements and all avails thereof, to Assignee, and the undersigned does hereby irrevocably appoint Assignee as the undersigned's true and lawful attorney in the undersigned's name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties, at such rental and upon such terms, in Assignee's discretion as Assignee may determine, and for Assignee 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 the Premises, 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 taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portions of the Premises for more than one installment in advance and that the payment of rents has not been or will not be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the Premises except with the prior written consent of Assignee.

Nothing herein contained shall be construed as constituting 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. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to assign and transfer to Assignee all existing and future leases upon all or any part of the Premises and to execute and deliver, immediately upon the request of Assignee, all such further assurances and assignments as Assignee shall from time to time require.

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Although it is the intention of the parties that this Assignment of Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon Assignee herein until and unless a default shall occur in the payment of the Liabilities or in the performance or observance of any of the representations, warranties, promises, terms, conditions or agreements of any instrument now or at any time securing the Liabilities and any applicable cure period shall have expired and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under any other instrument which secures or is delivered in connection with the Liabilities.

In any case in which under the provisions of the Mortgage made by the undersigned in favor of Assignee, Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due and after any applicable cure period shall have expired, if any, whether before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, immediately upon demand of Assignee, the undersigned agrees to surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises or any part thereof personally, or by Assignee's agents or attorneys, and Assignee in Assignee's discretion 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 the Premises, together with all the documents, books, records, papers and accounts of the undersigned, or then owner of the Premises relating thereto, and may exclude the undersigned, the undersigned's agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undersigned or in Assignee's own name and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in Assignee's discretion or in the discretion of Assignee's successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. The undersigned grants Assignee 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 the undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the aforesaid Mortgage or subordinated to the lien thereof. The undersigned hereby grants Assignee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to Assignee, in Assignee's discretion. The undersigned hereby grants Assignee the full power and authority to insure and reinsure the Premises for all risks, incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

When used herein the term "applicable cure period" shall mean the applicable cure period as defined in the Promissory Note dated October 20, 1988 in the principal amount of \$800,000.00 executed by the undersigned and payable to 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 any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur under any such leases or agreements or under or by reason of the

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assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements or in the defense of any claims or demands arising prior to Assignee taking possession of the Premises. The undersigned hereby agrees to immediately reimburse Assignee upon demand for any amount due Assignee by reason of this paragraph, including costs, expenses and legal fees incurred by Assignee.

Assignee, in the exercise of the rights and powers conferred upon Assignee by this Assignment of Rents, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

(a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and Assignee's agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), to establish reserves for claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, including the cost from time to time of installing, replacing refrigeration, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

(d) To the payment of any Liabilities (first to interest and then to principal).

The undersigned does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to so pay the same.

This Assignment of Rents is granted by the undersigned in consideration of all loans or extensions of credit granted to the undersigned or granted to Medical by the Assignee.

"Liabilities" means any and all liabilities, obligations and indebtedness of the undersigned and/or Medical to Assignee and any indebtedness or contractual duty of every kind and nature of the undersigned and/or Medical to Assignee howsoever created, arising or evidenced whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also

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includes all costs of collection, legal expenses, and attorneys' and paralegals' fees, incurred or paid by Assignee in attempting the collection or enforcement of any of the Liabilities of the undersigned and/or Medical or any guarantor of the undersigned and/or Medical. Liabilities includes all of the indebtedness or contractual duties of partnerships to Assignee created or arising while the undersigned and/or Medical or any guarantor of the undersigned and/or Medical may have been or may be a member of those partnerships.

It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the above described Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to Assignee's successors and assigns, including all holders, from time to time, of the aforesaid Note.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the above described Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all of the Liabilities and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, or until such time as this instrument may be voluntarily released by Assignee. 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 the Liabilities are fully satisfied before the expiration of any applicable period of redemption.

This Assignment of Rents has been made, executed and delivered to Assignee in Des Plaines, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision of this Assignment of Rents shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment of Rents are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective to the extent of such prohibitions or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Assignment of Rents.

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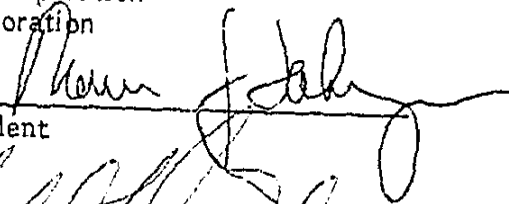
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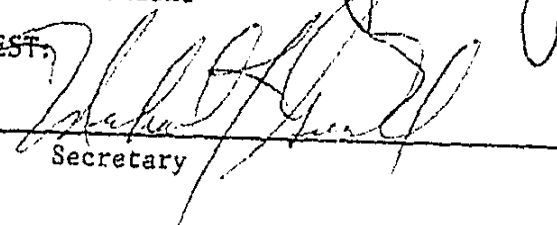
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IN WITNESS WHEREOF, the undersigned has caused this Assignment of Rents to be signed as of the 20th day of October, 1988.

The New Golf Corporation
An Illinois Corporation

By: 
Its: President

ATTEST: 
Its: Secretary

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This Instrument
Prepared By:

Paul J. Richter
DeHaan & Richter, P.C.
55 West Monroe St.
Suite 1000
Chicago, Illinois 60603
(312) 726-2660

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STATE OF ILLINOIS

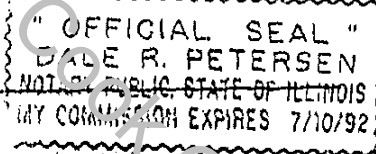
COUNTY OF COOK

DALE R. PETERSEN, a Notary Public in and for the County and State aforesaid, do hereby certify that THOMAS J. PANG, M.D. and MICHAEL J. GREAR, M.D., personally known to me to be the same persons whose names are as President and Secretary, respectively, of THE NEW GOLD CORPORATION, an ILLINOIS corporation, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of October, 1988.

Dale R. Petersen
NOTARY PUBLIC

My Commission Expires: _____



COOK COUNTY CLERK'S OFFICE
1500 N. LAKE ST.
CHICAGO, ILL. 60610

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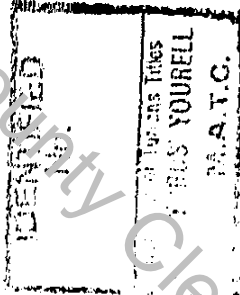
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1988 OCT 20 PM 1:32
HARRY (GUS) YOUPELL
REGISTRAR OF TITLES

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MID AMERICA TITLE COMPANY
123 W. Madison Street
Chicago, Illinois 60602

#312225

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IN DUPLICATE