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ASSIGNMENT OF RENTS AND LEASES

Northbrook, Illinois

January 18, 1989

KNOW ALL MEN BY THESE PRESENTS, That Robert M. Roth and Sylvia Roth in consideration of the premises and of One Doller (\$1.60) in hand paid, receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto the FIRST NATIONAL BANK OF NORTHBROOK, a National Banking Association, of the Village of Northbrook, County of Cook and State of Illinois, any and all leases and 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 any agreement for the use or occupancy of any part of the premises hereinafter described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the grantee herein under the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder mate the grantee herein, upon the following described real estate, to with

UNIT 2405-E TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN ELIOT HOUSE CONDOMINIUM AS DELINEATED ON A SURVEY OF LOT 15 (EXCEPT THE NORTH 48.50 FEET OF THE WEST 180.00 FEET THEREOF AND ALSO EXCEPT THAT PART OF THE SOUTH 92.27 FEET OF THE WEST 137.805 FEET OF SAID LOT LYING ABOVE F. EVATION +18.50 FEET, CITY DATUM, IN CHICAGO LAND CLEARANCE COMMISSION NUMBER THREE, BEING A CONSOLIDATION OF LOTS AND PARTS OF LOTS AND VALATED ALLEYS IN BRONSON'S ADDITION TO CHICAGO AND CERTAIN RESUBDIVISIONS, ALL IN THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25267212, AS AMENDED, AND REGISTERED ON DECEMBER 4 1979 AS DOCUMENT NO. LR3134592 AND AS AMENDED BY FIRST AMENDMENT RECISTERED ON JANUARY 8, 1980 AS DOCUMENT NO. LR3139700, IN COOK COUNTY, ILLINOIS

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and they do hereby appoint irrevocably FIRST NATIONAL RANK OF NORTHBROOK, their true and lawful attorney-in-fact in their name and stead, to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in the discretion of said Bank as Assignee may be deemed proper or necessary to enforce the payment of the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof, and to rill any and all vacancies, and to rent, lease or let any portion of said premises to any part; or parties at said Assignee's discretion, and to manage and control the same hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter, without notice to the Assignors herein, their successors and assigns, provided however that all such income shall be used and applied to the payment of any indebtedness or liability due or to become due under the note dated January 18, 1989 for \$33,200.00 secured by a mortgage of even date between Robert M. Roth and Sylvin Roth and FIRST NATIONAL BANK OF NORTHBROOK, including taxes and assessments and any expenditures which it may be necessary to make in the operation of the property in accordance with the terms of said mortgage. This assignment is given as additional security for the payment of the note described above dated January 18, 1989 and the mortgage securing same, and shall not be exercised so long as the terms of said note and mortgage are complied with.

It is further understood that this assignment shall not operate to place responsibility for the centrol, care, management or repair of said premises upon the assignee, nor for the carrying out of any of the terms and conditions of said lease; nor shall it operate to make the assignee responsible or liable for any waste committed on the property by the tenant or any other party, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee destranger.

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This assignment shall terminate when all interest, principal and other charges, as aforesaid, then due under said note and mortgage, shall be paid in full, and all defaults thereunder shall have been remedied and made good.

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State of Illinois

County of ork

Notary Public in and for said County, in the State aforesaid, do hereby cerully that Robert M. Roth and Sylvia Roth personally known to me to be the same persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their force and voluntary act, for the uses and purposes herein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

Given under by hard and Notarial Scal this 18th day of January A.D. 1989

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