

FIRST AMENDED AND RESTATED

ASSIGNMENT OF RENTS

WHEREAS, Assignor, FIRST UNITED TRUST COMPANY, not personally, but as TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 23, 1989 AND KNOWN AS TRUST #10284, hereunder has previously executed and delivered to Assignee, FIRST CHICAGO BANK OF MOUNT PROSPECT, hereunder that certain assignment of rents in favor of Assignee dated March 8, 1989, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 89123323, and the Registrar of Titles under Document No. 3799711, covering certain real estate legally described therein:

WHEREAS, Assignor desires to execute this Assignment of Rents and to reaffirm and restate the prior Assignment of Rents in its entirety.

KNOW ALL MEN BY THESE PRESENTS, that FIRST UNITED TRUST COMPANY, not personally but as Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to it in pursuance of a Trust Agreement dated February 23, 1989, and known as Trust No. 10284 (herein referred to as "Assignor"), in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over unto FIRST CHICAGO BANK OF MOUNT PROSPECT, its successors and assigns (herein referred to as "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 oral, 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 or assignee hereunder of 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 profits thereunder unto the grantee herein and especially those certain

Legal follow-up only

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leases and agreements now existing upon the property legally described on Exhibit "A" attached hereto and made a part hereof, and does authorize irrevocably the above-mentioned FIRST CHICAGO BANK OF MOUNT PROSPECT, in its own name 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 oral, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease, or let any portion of said premises to any party or parties, at its discretion, 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 grantor herein, its successors and assigns, and further, with power to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said FIRST CHICAGO BANK OF MOUNT PROSPECT, or its agents, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may be in its judgment deemed proper and advisable.

This instrument is given to secure payment of the principal and interest due pursuant to (a) a certain note of Assignor for SIX HUNDRED THOUSAND and 00/100 (\$600,000.00) DOLLARS dated, as amended and restated, of even date herewith, payable to the order of Assignee (the "Revolving Note" or "Note"), which Note is secured by a Mortgage dated, as amended and restated, of even date herewith, conveying and mortgaging the real estate and premises here above described to Assignee. Said Note evidenced

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... and ...
... described on Exhibit "A" attached hereto and made a part hereof
... and does hereby irrevocably ...
... NAME OF BANK PROJECT, in its own name and for all of said
... available, funds, income and profits arising or accruing to it
... hereafter, and all one or more of them may hereafter become due
... each and every case of agreement, whether or not, existing or
... to hereafter exist, for said premises, and in the event of
... that of said premises, as in its discretion and the best interest
... necessary to protect the investment of the property of said
... terms, issues and profits, or to secure and maintain the
... of said premises and any portion thereof, and in the event
... vacancies, and to rent, lease, and otherwise dispose of said
... premises to any party or parties, or in the discretion, to
... granting full power and authority to exercise such and every
... right, privilege and power herein granted, as if all said
... hereafter without notice to the grantor herein, its successors
... and assigns, and further, with power to use and enjoy said
... available, terms, issues and profits, to the extent of the
... indebtedness or liability of the undersigned in the said
... CHICAGO BANK OF MOUNTAIN PROJECT, or its assigns, does or it becomes
... due, or that any hereafter to be contracted, and also to the payment
... of all expenses and the care and maintenance of said premises,
... including taxes and assessments, and the interest on
... encumbrances, if any, which may be in the future or
... proper and advisable.
... This instrument is to be given in full satisfaction of the
... and interest thereon to (a) a certain amount of money to be
... SIX HUNDRED THOUSAND AND NO/100 (\$600,000.00) DOLLARS, being
... amount and interest, if any, which may be in the future or
... of a signed (the "Mortgage Note" or "Note") which is to be
... secured by a mortgage deed, as amended and assigned, of said
... date heretofore, covering and including the real estate and
... premises hereinafter described as being the said premises.

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advances of loan proceeds made pursuant to a Mortgage dated, as amended and restated, of even date herewith, entered into by Assignor, Assignor's beneficiary, and Assignee. This instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Note and Mortgage as amended and restated have fully been paid.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until and during the existence of an Event of Default under and as defined in any one or more of the Notes, each and all of the foregoing sometimes being referred to as an Event of Default hereunder.

This Assignment of Rents is an amendment and restatement of the Prior Assignment of Rents in its entirety.

This Assignment of Rents is executed by FIRST UNITED TRUST COMPANY, as Trustee as aforesaid, in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note or Mortgage contained, either expressed or implied; all such liability, if any, being expressly waived and released by the Assignee or holder or holders of said Note and by all persons claiming by, through or under said Assignee or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder, and that so far as Assignor and its successors personally are concerned, the legal holder or holders of said Note and the Owner and Owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises the subject hereof and the rents, issues, income and

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Advances of loan proceeds made pursuant to a "Letter of Intent" shall be made and received by the Bank. The Bank shall assign a Special Agent to monitor the loan and shall maintain full control over the loan and the interest thereon and all other items and proceeds which may be advanced after said date and thereafter as provided in the "Letter of Intent" which has been fully paid.

Although it is the intent of the Bank that the assignment shall be a general assignment, it is expressly understood and agreed, and it is hereby acknowledged, that the Assignor shall not be deemed to have assigned or to have any right or power herein contained to assign or to have any right or power of an agent of the Bank and on behalf of the Bank or more of the Bank, each and all of the foregoing assignments being referred to as an Agent of the Bank hereunder.

This Assignment of Bank is an assignment and shall be referred to as the "Assignment of Bank" in this document.

The Assignment of Bank is made pursuant to the "Letter of Intent" and shall be referred to as the "Assignment of Bank" in this document.

Authority conferred upon the Assignor, and no personal liability of responsibility shall be assumed by the Assignor in the event of any loss or damage to the property of the Assignor or any other person or entity.

Secondly, in the event of any loss or damage to the property of the Assignor or any other person or entity, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

Thirdly, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

Fourthly, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

Fifthly, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

Sixthly, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

Seventhly, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

Eighthly, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

Ninthly, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

Tenthly, the Assignor shall be held harmless and the Assignor shall not be held liable for any loss or damage to the property of the Assignor or any other person or entity.

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profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; and/or (2) any one or more of said Note, Mortgage and/or any other security given to secure said indebtedness; and/or (3) the liability of any guarantor or guarantors of the Note. It is understood and agreed that FIRST UNITED TRUST COMPANY, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

DATED at ^{MT. PROSPECT} Chicago, Illinois, on the 9th day of May, 1989.

FIRST UNITED TRUST COMPANY, NOT
PERSONALLY BUT AS TRUSTEE UNDER
TRUST AGREEMENT DATED FEBRUARY
23, 1989 AND KNOWN AS TRUST #10284

By: 
Assistant Vice President

ATTEST:


Assistant Secretary
THIS INSTRUMENT WAS PREPARED BY AND RETURN
RECORDED INSTRUMENT NO:
RONALD T. SLEWITZKE
2 North La Salle Street #1808
Chicago, Illinois 60602
(312) 346-3055

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profits thereof, for the payment thereof of the expenses of
the firm hereby created, in the manner herein set forth
provided; and/or (2) any one or more of said firm, for the
and/or any other security which may be required in the
and/or (2) the liability of the partners of the
firm. It is understood and agreed that this INSTRUMENT
COMPLY, individually or as a firm, shall not be construed to
see to the performance of any obligation of the firm
or promote herein contained, and shall not be in violation of
action or non-action taken in violation of any of the
herein contained. In the furtherance of the purposes of the
Trustee is not entitled to the use of the name of the firm or
profits of or from any business, and the firm's agreement shall
not be construed as an admission of the liability.
DATED at Chicago, Illinois, on this 14th day of May, 1944.

FIRST OF THE FIRST COMPANY, INC.
PARTNERS: BUT NOT LIMITED TO:
THE FIRST COMPANY, INC.
SAY, WHO AND KNOW AS TRUST PARTNER

ATTEST:

THIS INSTRUMENT WAS PREPARED BY AND FOR THE
RECORDED INSTRUMENT NO:
RONALD T. O'NEILL
S NORTH LAKE AVENUE, CHICAGO, ILLINOIS 60601
CHICAGO, ILLINOIS 60601
(312) 342-2022

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STATE OF ILLINOIS)

) 88.

COUNTY OF COOK)

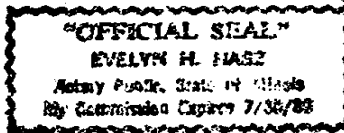
I, EVELYN H. HAZZ, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT PAUL M. PEREVE, Assistant Vice President of FIRST UNITED TRUST COMPANY and ERLA J. SCHWARZ, Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that she, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and as the free and voluntary act of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12th day of MAY, 1989.

Evelyn H. Hazz
Notary Public

My Commission Expires:

7-30-89



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STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE, January 11, 1933.
REPORT OF THE COMMISSIONERS OF THE STATE LAND OFFICE
RESPECTING THE SALE OF THE PUBLIC LANDS IN THE
COUNTY OF COOK, ILLINOIS, FOR THE YEAR 1932.
The following is a summary of the land sold during the year 1932:
The total area of land sold was 1,234.56 acres, valued at \$1,234,560.
The land was sold to various individuals and corporations, including
the following names: [illegible names]
The proceeds from the sale of the land were \$1,234,560, which were
deposited in the State Treasury. The following is a list of the
land sold during the year 1932: [illegible list of land parcels]

[Illegible text in a rectangular box]

My Commission Expires [illegible]

[Illegible signature or name]

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UNIT 39C as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 1st day of July 19 77 as Document Number 279428
PI 7-23-103-010-1065 324 Bayshore

An Undivided 1.128% Interest (except the Units delineated and described in said survey) in and to the following Described Premises:

LOT SEVEN (except that part thereof described as follows: Beginning at the Northeast corner of Lot 7 aforesaid thence South 88 degrees 49 minutes 38 seconds West along the North line of Lot 7 aforesaid 813.91 feet to a point thence South 03 degrees 10 minutes 22 seconds East from the Northeast corner thereof thence South 03 degrees 10 minutes 22 seconds East at right angles thereon 120.00 feet thence North 88 degrees 49 minutes 38 seconds East 33.00 feet thence South 27 degrees 00 minutes 00 seconds East being an arc of a circle, convex Northerly and having a radius of 365.0 feet for a distance of 122.81 feet to a point of tangency thence South 77 degrees 00 minutes East along said Southerly line 33.22 feet to a point of tangency thence Southeasterly along said curve convex Northeasterly and having a radius of 667.00 feet for a distance of 162.93 feet to a point of tangency thence South 64 degrees 38 minutes 13 seconds East along said Southerly line of Lot 7 for a distance of 40.52 feet to a point of tangency thence Southeasterly along said curve, convex Northeasterly and having a radius of 174.66 feet for a distance of 39.88 feet to the corner of Lot 7 aforesaid thence North 83 degrees 11 minutes 39 seconds East along the North line of Lot 7 aforesaid 271.36 feet to the Southeast corner thereof thence North 00 degrees 41 minutes 18 seconds East along the East line of Lot 7 aforesaid 129.68 feet to the place of beginning) in Dumbo Lakes, being a subdivision in the North Half (1/2) of Section 23, Township 41 North, Range 16, East of the Third Principal Meridian, according to Plat thereof registered in the Office of the Register of Titles of Cook County, Illinois, on August 18, 1973, as Document Number 271123.

UNIT 1C as described in survey delineated on and attached to and a part of a Declaration of Condominium Ownership registered on the 18th day of February 19 75 as Document Number 279428

An Undivided 1.610% Interest (except the Units delineated and described in said survey) in and to the following Described Premises:

LOT FIVE (5) in Dumbo Lakes being a subdivision in the North Half (1/2) of Section 23, Township 41 North, Range 16, East of the Third Principal Meridian, except that part described as follows: Beginning at the most Northerly corner of Lot Five (5) aforesaid thence South 37 degrees 22 minutes 18 seconds West along the Northerly line of said Lot Five (5) for a distance of 21.00 feet thence South 66 degrees 42 minutes 28 seconds West 273.31 feet thence North 38 degrees 35 minutes 10 seconds East 107.18 feet to a corner point of Lot Five (5) aforesaid thence North 01 degree 30 minutes 20 seconds East along the Easterly line of said Lot Five (5) for a distance of 168.00 feet thence North 69 degrees 35 minutes 07 seconds West 108.00 feet to the point of beginning, in Cook County, Illinois, according to the Plat thereof registered in the Office of the Register of Titles of Cook County, Illinois, on August 18, 1973, as Document Number 271123.

UNIT 138C as described in survey delineated on and attached to and a part of Declaration of Condominium Ownership registered on the 19th day of December 19 77 as Document Number 284453

An Undivided 2.750% Interest (except the Units delineated and described in said survey) in and to the following Described Premises:

That part of Lot 4 in Dumbo Lakes, being a subdivision in the North Half (1/2) of Section 23, Township 41 North, Range 16, East of the Third Principal Meridian, beginning at the Northeast corner of Lot 4 aforesaid, thence South 00°41'18" West along the East line of Lot 4 aforesaid, 706.32 feet to a point thence North 29°15'42" East 200.30 feet thence North 26°41'18" East 213.67 feet to a point hereinafter referred to as Point "A" thence North 39°18'42" West 92.00 feet to a point of curvature thence Westerly along an arc convex Northerly and having a radius of 200.00 feet for a distance of 91.92 feet to a point of tangency thence South 64°7'21" West along the tangent to last described arc for a distance of 88.51 feet to a point of curvature thence Easterly along an arc convex Southerly and having a radius of 178.00 feet for a distance of 53.00 feet to a point of tangency thence South 27°41'21" West along the tangent to last described arc for a distance of 32.11 feet thence North 00°07'28" East 20.00 feet thence North 09°07'50" West 277.92 feet to a point in the Northerly line of Lot 4 aforesaid thence Easterly along the Northerly line of said Lot 4 (being an arc convex Southerly and having a radius of 1000.00 feet) for a distance of 311.00 feet to a point of tangency thence East along said Northerly line of Lot 4 for a distance of 82.15 feet to a point of curvature thence Easterly along an arc convex Northerly and having a radius of 183.39 feet for a distance of 178.00 feet to a point of tangency thence South 89°15'42" East along the tangent to last described arc for a distance of 161.87 feet to the Northeast corner of Lot 4 and the point of beginning, except therefrom that part described as follows: Beginning at the Northeast corner of Lot 4 aforesaid thence South 00°41'18" West along the East line of Lot 4 aforesaid 706.32 feet thence North 29°15'42" East 200.30 feet thence North 26°41'18" East 213.67 feet to a point hereinafter referred to as Point "A" thence North 39°18'42" West 92.00 feet to a point of curvature thence Westerly along an arc convex Northerly and having a radius of 200.00 feet for a distance of 91.92 feet to a point of tangency thence South 64°7'21" West along the tangent to last described arc for a distance of 88.51 feet to a point of curvature thence Easterly along an arc convex Southerly and having a radius of 178.00 feet for a distance of 53.00 feet to a point of tangency thence South 27°41'21" West along the tangent to last described arc for a distance of 32.11 feet thence North 00°07'28" East 20.00 feet thence North 09°07'50" West 277.92 feet to a point in the Northerly line of Lot 4 aforesaid thence Easterly along the Northerly line of said Lot 4 (being an arc convex Southerly and having a radius of 1000.00 feet) for a distance of 311.00 feet to a point of tangency thence East along said Northerly line of Lot 4 for a distance of 82.15 feet to a point of curvature thence Easterly along an arc convex Northerly and having a radius of 183.39 feet for a distance of 178.00 feet to a point of tangency thence South 89°15'42" East along the tangent to last described arc for a distance of 161.87 feet to the Northeast corner of Lot 4 and the point of beginning of exception.

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GWS

DEPT. OF REVENUE
REGISTRAR OF TITLES
STATE OF ILLINOIS

IDENTIFIED NO.	Department of Revenue STATE OF ILLINOIS REGISTRAR OF TITLES
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ILLINOIS STATE OF ILLINOIS
110 WEST MADISON
CHICAGO, ILLINOIS 60601

BOOK 42
7/20/19

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