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## ASSIGNMENT OF RENTS AND LEASES

This Indenture made this 26th day of June, 1990, by and between LASALLE NATIONAL TRUST, N.A., as Trustee under Trust Agreement dated May 23, 1990 and known as Trust Number 115571, (hereinafter referred to as "Borrower") and LASALLE NORTHWEST NATIONAL BANK, a National Banking Association, (hereinafter referred to as "Lender").

### W I T N E S S E T H:

WHEREAS, Borrower is justly indebted to Lender and in evidence of such debt, has executed and delivered to Lender an Adjustable Rate Note ("Note") in the principal amount of Five Hundred Eighty-five Thousand Nine Hundred (\$585,900) Dollars secured by a Mortgage of even date herewith covering real estate in Cook County, Illinois and related fixtures, equipment and personal property (hereinafter referred to as "Premises") described in Exhibit "A" attached hereto and by this reference made a part hereof;

NOW, THEREFORE, in consideration of the loan referred to above, Borrower hereby grants, transfers and assigns unto Lender all the right, title and interest of Borrower in and to all of the easements, rents, issues, profits, revenues, royalties, rights and benefits (herein collectively referred to as "Rents") of and from the Premises, and to that end, Borrower hereby transfers and assigns unto Lender all leases of all or part of the Premises now existing or hereafter made, executed or delivered, whether oral or written, together with any and all renewals, extensions and modifications thereof and any guarantees of the Lessee's obligations under any thereof (all of said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as the "Leases") for the purpose of securing the payment of the Note, the Mortgage or this Assignment, however and whenever incurred, whether direct or indirect, absolute or contingent, due or to become due, including any and all extensions, modifications or renewals of the Note, the Mortgage or this Assignment or any debt or liability arising thereunder (herein collectively referred to as the "Debts").

This Assignment shall be in full force and effect until the Debts shall have been fully paid and satisfied.

Borrower hereby authorizes and empowers Lender to collect any and all Rents as they become due and to take such measures, legal or equitable, as may be necessary to enforce collection, and hereby directs each and all of the Lessees of the Premises, or any part thereof, to pay any such Rents as may now be due or shall hereafter become due to Lender upon demand by Lender. It is understood and agreed, however, that no such demand shall be made unless and until there is an event of default under the Note and Mortgage, after the notice therein required. Lessees shall pay the Rents to Lender upon such demand without further inquiry, and payment to Lender

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## EXHIBIT "A"

### LEGAL DESCRIPTION

Parcel 1: That part of Lots 7 and 8 in County Clerks Division of the West 1/2 of the South East 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, described as follows: beginning at the South East corner of Dixie Highway and Hickory Road (formerly Roe Street), said point being 30 feet South of center of Hickory Road and 33 feet East of the West line of the West 1/2 of the South East 1/4 of Section 31 aforesaid, thence South along the East line of Dixie Highway said East line being 33 feet East of and parallel with the West line of the West 1/2 of the South East 1/4 of said Section 31, a distance of 90 feet for a place of beginning, thence East along a line parallel with and 90 feet South of the South line of Hickory Road, a distance of 148 feet, thence South along a line parallel with and 148 feet East of the East line of Dixie Highway, a distance of 154.31 feet to a point in a line which is 903.38 feet North of and parallel with the South line of said South East 1/4, thence East along a line parallel with the South line of said South East 1/4, a distance of 149 feet to a point in a line 297 feet East of and parallel to the East line of the Dixie Highway, thence South along a line parallel with the East line of said Dixie Highway, a distance of 50 feet to a line 853.38 feet North of and parallel to the South line of said South East 1/4, thence West parallel with the South line of said South East 1/4, a distance of 297 feet to the East line of Dixie Highway, thence North 204.31 feet to the place of beginning; also

Parcel 2: The North 31 feet of that part of the West 1/2 of the South East 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, bounded and described as follows: beginning at the North East corner of Lot 1 in the Subdivision of Lot 6 in the County Clerks Division of the West 1/2 of the South East 1/4 of said Section, according to the plat thereof recorded October 21, 1927 as document number 9816722 in Book 253 of Plats Page 2, thence West along the North line of said Lot 1 and the North line extended 297 feet to the East line of Dixie Highway, thence North along said East line of Dixie Highway, 346 feet, thence East parallel with the North line of said Lot 1, a distance of 297 feet, thence South parallel with the West line of the South East 1/4 of said section, 346 feet to the place of beginning, all in Cook County, Illinois.

P.I.N.: 29-31-409-063-0000

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shall be a full defense by any such Lessee to any claim for the Rents by Borrower, regardless of any defense or counterclaim Borrower might have against Lender. Until such demand is made, Borrower is authorized to collect the Rents; provided, however, Borrower shall not collect any Rents more than one month in advance without the written consent of Lender, except for customary deposits as security for the performance of the Lessees thereunder (herein the advanced payment of the final month's Rent under a lease if the same be intended as, or in lieu of, a security deposit shall be considered a security deposit).

This Assignment shall inure to the benefit of Lender as holder of the Note, and to Lender's assigns and successors in interest.

IN WITNESS WHEREOF, LASALLE NATIONAL TRUST, N.A., not personally but as Trustee aforesaid, has caused these presents to be signed by one of its Vice Presidents, or Assistant Vice Presidents, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

LASALLE NATIONAL TRUST not personally, but as Trustee under Trust Dated May 23, 1990 and known as Trust No. 115571

By: [Signature]  
Vice President

Attest:

[Signature]  
Assistant Secretary

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF C O O K    )

I, \_\_\_\_\_, a Notary Public in and for said County, DO HEREBY CERTIFY THAT \_\_\_\_\_, Vice President of LASALLE NATIONAL TRUST, N.A., and \_\_\_\_\_, Assistant Secretary of said Company, who are personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person, and

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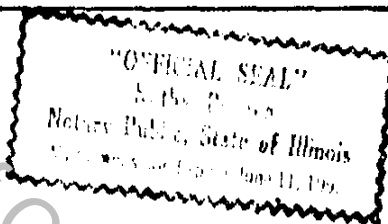
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acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and seal this <sup>26th</sup> day of June, 1990.

Katmy Kacana  
Notary Public

My Commission Expires: \_\_\_\_\_



This Instrument was prepared  
by and mailed to:

Edwin Josephson, Esq.  
Chank & Tecson P.C.  
225 W. Washington St  
Suite 1300  
Chicago IL 60606

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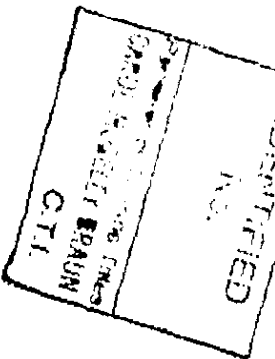
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CHICAGO TITLE INS. CO.

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