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Cook County Recorder 31.00



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COLLATERAL ASSIGNMENT OF LEASES AND RENTS

This Assignment is made June 29, 2000 by 300 OAKLEY L.L.C., an Illinois limited liability company (hereinafter referred to as "Assignor") to NEW CENTURY BANK, an Illinois banking corporation, having an office at 363 W. Ontario Street, Chicago, IL 60639 (herein referred to as "Assignee").

WITNESS:

WHEREAS, Assignor is indebted to Assignee in the principal amount of \$1,480,000.00 as evidenced by that certain Mortgage Note of even date herewith in the principal amount of \$1,480,000.00 executed and delivered by Assignor to Assignee (the "Mortgage Note"); and

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage and Security Agreement of even date herewith (the "Mortgage") to secure said Mortgage Note on certain real estate in the County of Cook, State of Illinois, legally described as follows:

PARCEL 1:

LOTS 13 TO 16, BOTH INCLUSIVE IN I.R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 17 (EXCEPTING THEREFROM, THAT PART OF THE SOUTH 33 FEET OF SAID LOT LYING WEST OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 22) IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 IN I. R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE NORTH AND SOUTH 18 FOOT VACATED ALLEY LYING SOUTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF LOT 13 IN I.R. DILLER'S

Return to Box 257

SUBDIVISION AFORESAID AND LYING NORTH OF THE WESTERLY EXTENSION OF THE NORTH LINE OF THE SOUTH 33 FEET OF LOT 17 IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 IN I.R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 1 THROUGH 6 AND THE PRIVATE ALLEY LYING NORTH OF AND ADJOINING LOTS 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 19, 20, AND 21, TOGETHER WITH THAT PART OF THE EAST AND WEST 15 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 IN I.R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 22 TOGETHER WITH THAT PART OF THE EAST AND WEST 15 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOT IN THE RESUBDIVISION OF LOTS 17 TO 30 AND LOTS 63 TO 76 IN I.R. DILLER'S SUBDIVISION OF BLOCK 40 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 17-07-301-048; 17-07-301-049; 17-07-301-052

Address: 300 N. Oakley, Chicago, IL

including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belonging, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, Assignor is the Lessor under a certain written lease of the Mortgaged Premises dated June __, 2000 with Riha Design Group, Inc., an Illinois corporation, as Lessee (the "RDG Lease"); and

WHEREAS, Assignor is or may be the Lessor or Landlord (or the assignee of Lessor or Landlord) under certain other oral or written leases of all or part of the Mortgaged Premises involving the above described real property; and

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

NOW, THEREFORE, Assignor, for good and valuable 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 loan conditions of said Mortgage Note, and the payment, performance, and observance of all of the terms, covenants and conditions of said Mortgage, the Mortgage Note, or any of the Loan Documents specified therein, and any and all amendments, extensions, and renewals thereof, the above described RDG Lease, all other leases or contracts of any nature or kind affecting the Mortgaged Premises or the use, operation or occupancy thereof, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases or contracts, and any of them, all of which are hereinafter called the "Leases", and all rents, profits, proceeds, other income and payments of whatever nature or kind 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 Premises (the "Amounts Herein Assigned"), it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the Amounts Herein Assigned 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 Amounts Herein Assigned 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 the Amounts Herein Assigned only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all Amounts Herein Assigned, which may be or become due and payable by the lessees, tenants and other occupants or users of the Mortgaged Premises (the "Lessees"), 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 Amounts Herein Assigned. Upon the occurrence of an Event of Default under the aforesaid Mortgage, Mortgage Note or any of the Loan Documents specified therein, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all 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 Amounts Herein Assigned, 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, landlord or owner of the Mortgaged Premises (the "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

Amounts Herein Assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or 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 Lessor 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 Assignor 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 may 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 Lessees 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 of the Lessees, 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 Lessees thereunder, 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 any of the Lessees without the prior written consent of Assignee (which will not be unreasonably withheld), 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 transfers 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 of the Lessees 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 of the Lessees under any Leases 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 power 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 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, Mortgage Note or any other Loan Documents specified therein, 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 Amounts Herein Assigned, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Mortgage, Mortgage Note, or any other Loan Documents specified therein or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any of the Lessees by mailing same by United States registered mail, postage prepaid, and addressed to such Lessees named in the Lease, all Amounts Herein Assigned thereafter payable and all agreements and covenants thereafter to be performed by any of the Lessees shall be paid and performed by such Lessees 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 of the Lessees of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any Amounts Herein Assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to such Lessee therefor.

Any Lessees of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Mortgage, Mortgage Note, any of the Loan Documents specified therein, 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 Lessees of notice of Assignor's default shall constitute a full acquittance to Lessees therefor.

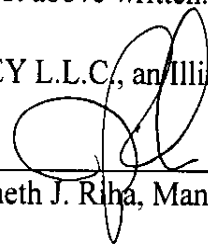
This instrument is being executed and delivered concurrently with the Mortgage Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective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

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IN WITNESS WHEREOF, Assignor has caused these presents to be signed, all as and on the day, month, and year first above written.

300 OAKLEY L.L.C., an Illinois limited liability company,

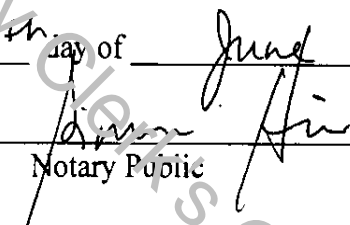
By: 
Kenneth J. Riha, Manager

This document prepared by:
Timothy S. Breems
222 N. LaSalle Street
Chicago, IL 60601

STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that Kenneth J. Riha, Manager of 300 OAKLEY L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of 300 OAKLEY L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said 300 OAKLEY L.L.C., an Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of June, 2000.


Notary Public

