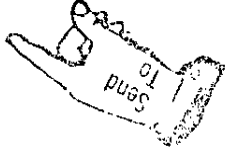


Document prepared by and after recording to be returned to:

Beth S. Rubin
Schiff Hardin & Waite
6600 Sears Tower
Chicago, IL 60606-6473



00390991



6

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of May 26, 2000 by **M.C. 919 LLC**, a Delaware limited liability company, with a mailing address of c/o Mark Goodman & Associates, Inc., Olympia Centre, 737 North Michigan Avenue, Suite 2350, Chicago, Illinois 60611, Attention: Mark Goodman ("Assignor"), to **FIRST BANK AND TRUST COMPANY OF ILLINOIS** ("Lender"), at its office at 300 East Northwest Highway, Palatine, Illinois 60067, Attention: Michael C. Winter.

I
RECITALS

WHEREAS, Assignor has executed and delivered to Lender a Mortgage Note of even date herewith (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "Note"), wherein Assignor promises to pay to the order of Lender the principal amount of up to Three Million Seven Hundred Thousand and No/100 Dollars (\$3,700,000.00) in repayment of a loan in like amount (the "Loan"), together with interest thereon, at variable rates of interest and otherwise as set forth in the Note, which Note is due and payable on or before the Maturity Date (as defined in the Note); and

WHEREAS, as security for the repayment of the Loan, in addition to this Assignment, there have been executed and delivered to Lender a Leasehold Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (the "Mortgage") of even date herewith from Assignor to Lender, granting to Lender a first lien on Borrower's leasehold interest in the real estate described in **Exhibit A** attached hereto and hereby made a part hereof (the "Premises"), as well as certain other loan documents (the Note, the Mortgage, this Assignment and all other documents or instruments given as security for repayment of or additional evidence of the Loan, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto are hereinafter referred to collectively as the "Loan Documents"); and

WHEREAS, as security for the repayment of the Loan, in addition to the other Loan Documents, Lender requires that Assignor execute and deliver to Lender this Assignment.

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II

THE GRANT

NOW, THEREFORE, as further security for the repayment of the Loan and in consideration of the matters recited hereinabove, Assignor does hereby sell, assign and transfer to Lender all of Assignor's right, title and interest in, to and under, together with all rents, issues, deposits and profits now due and which may hereinafter become due, under or by reason of any lease, sublease or any letting of, or any agreement for the use, sale or occupancy of the Premises or any portion thereof (whether written or verbal), which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Lender under the powers herein granted, including without limitation sale contracts, escrows and other agreements, it being Assignor's intention hereby to establish an absolute transfer and assignment of all such leases, subleases, contracts and agreements pertaining thereto (such leases, subleases, contracts and agreements being collectively referred to hereinbelow as "**agreements**" and any such individual lease, sublease, contract, escrow or other agreement being referred to hereinbelow as an "**agreement**"), and all the avails thereof, to Lender; and

Assignor does hereby irrevocably appoint Lender as its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent, lease, sublease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Lender in its sole discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing 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 Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Assignor.

III

GENERAL AGREEMENTS

3.1 Available Rents. Assignor represents and agrees that no rent for right of future possession has been or will be paid by any person in possession of any portion of the Premises in excess of one installment thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted or otherwise discharged or compromised by Assignor without the prior written consent of Lender. Assignor waives any right of set-off against any person in possession of any portion of the Premises. Assignor agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises.

3.2 Lease Modifications/Executions. Except with respect to leases or subleases of the Premises (including, without limitation, so-called "Incubator Lease"), for 5,000 square feet or less using the standard lease form approved by Lender, Assignor shall not agree to any modification or amendment of the terms, or any termination or voluntary surrender, of any lease,

sublease or agreement, or enter into any new leases or subleases pertaining to all or any portion of the Premises, without the prior written consent of Lender. Assignor shall deliver to Lender fully executed copies of any lease or sublease within five (5) days of execution of the same.

3.3 Management of Premises. At all times while Lender is not in actual possession of the Premises, Assignor shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

3.4 Future Assignments. Assignor further agrees to assign and transfer to Lender all future leases, subleases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender all such further assurances and assignments pertaining to the Premises as Lender may reasonably require from time to time.

3.5 Performance of Lease Obligations. Assignor shall, at its own cost: (i) at all times perform and observe all of the covenants, conditions and agreements of the lessor under the terms of any or all leases, subleases or similar agreements affecting all or any part of the Premises; (ii) at all times enforce and secure the performance and observance of all of the covenants, conditions and agreements of the lessees under the terms of any or all of said leases, subleases or other agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases, subleases and other agreements, and to pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including reasonable attorneys' fees and court costs; and (iv) promptly furnish Lender with copies of any notices of default either sent or received by Assignor under the terms of or pursuant to any of said leases, subleases or other agreements.

3.6 Lessee Certificates. Assignor further agrees to furnish Lender, within ten (10) days of Lender's request, with a written statement containing the names, spaces and rentals of all lessees or sublessees of the Premises or any part thereof, and to exercise, within ten (10) days of Lender's request, any rights of Assignor to demand from any lessee or sublessee a certificate regarding the status of said lessee's lease or said sublessee's sublease, as the case may be, as may be required to be given by such lessee pursuant to its lease, or such sublessee pursuant to its sublease.

IV

DEFAULTS AND REMEDIES

4.1 Exercise of Rights. Although it is the intention of Assignor and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Note, the Mortgage, this Assignment or any of the other Loan Documents; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

4.2 Application of Rents. Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails

of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

- (a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for damages, and premiums on insurance authorized hereinabove;
- (b) taxes, special assessments, water and sewer charges on the Premises now due or that may hereafter become due;
- (c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises (including without limitation the cost from time to time of installing or replacing ranges, refrigerators and other appliances or other personal property therein, and of placing the Premises in such condition as will, in the sole judgment of Lender, make them readily rentable or salable);
- (d) any indebtedness secured by the Mortgage, or either one of them, or any deficiency that may result from any foreclosure sale pursuant thereto; and
- (e) any remaining funds to Assignor or its successors or assigns, as their interests and rights may appear.

4.3 Authorization to Lessees. Assignor does further specifically authorize and instruct each and every present and future lessee, sublessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease, sublease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any further notice or authorization by Assignor, and Assignor hereby waives any rights or claims it may have against any lessee or sublessee by reason of such payments to Lender.

4.4 Right of Possession. In the event Lender is authorized under Paragraph 4.1 hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or either one of them, or before or after sale thereunder), Assignor agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books, records, papers and accounts of Assignor or the then owner of the Premises relating thereto, may exclude Assignor and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Assignor, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such

rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for rent). Assignor hereby grants to Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, and with full power to cancel or terminate any lease, sublease or agreement pertaining to the Premises for any cause or on any ground that would entitle Assignor to cancel the same, to elect to disaffirm any such lease, sublease or agreement made subsequent to the Mortgage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Assignor further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees and sublessees to make all rental payments to Lender.

4.5 Indemnity. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligations, duty or liability under any leases, subleases or agreements pertaining to the Premises, and Assignor shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, loss and damage that Lender may or might incur under any such leases, subleases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or conditions contained in such leases, subleases or agreements, except for those arising out of the gross negligence or willful misconduct of Lender after the date Lender takes title to and possession of the Premises. Should Lender incur any such liability, loss or damage under such leases, subleases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Assignor shall reimburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.

4.6 Limitation of Liability. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Assignor.

4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

4.8 Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been

fully paid out of the rents, issues, deposits, profits and avails of the Premises, by Assignor, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, or either one of them, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

V

MISCELLANEOUS

5.1 Notices. Any notice that Lender or Assignor may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of **Paragraph 5.1** of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

5.2 Governing Law; Litigation. This Assignment shall be construed and enforced according to the laws of the State of Illinois. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ASSIGNOR HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 5.2.**

5.3 Rights and Remedies. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

5.4 Interpretation. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words "without limitation," immediately followed the same.

5.5 Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Assignor and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

5.6 Jury Waiver. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE DEALINGS OF ASSIGNOR AND LENDER WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF ASSIGNOR AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT ASSIGNOR OR LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF ASSIGNOR AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.**

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the day and year first above written.

M.G. 919 LLC, a Delaware limited liability company

By:


Mark A. Goodman, Manager

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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Autumn R. Gieseke, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark A. Goodman, as the Manager of M.G. 919 LLC, a Delaware limited liability company, who is personally known to me to be the sole member of such company, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary acts of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of May, 2000.

Autumn Rene Gieseke
Notary Public

My Commission Expires:



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EXHIBIT A

LEGAL DESCRIPTION

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Parcel 1:

THE SOUTH 11 ½ FEET OF LOT 3, MEASURED ALONG THE EAST LINE THEREOF, IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 2:

LOTS 13, 14 AND 15 IN BLOCK 1 IN CIRCUIT COURT SUBDIVISION IN PARTITION OF LOT 22 IN CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF LOTS 13 AND 14, IF ANY, WHICH FALLS IN LOTS 1 AND 3, IN OWNER'S SUBDIVISION OF LOT 21, IN COUNTY CLERK'S DIVISION, AFORESAID, OF UNSUBDIVIDED LANDS IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Parcel 3:

THE SOUTH 11 ½ FEET OF LOT 1 IN OWNER'S SUBDIVISION OF LOT 21 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 11-18-112-005
11-18-112-040
11-18-112-031

Common Address: 1840 Oak Avenue
Evanston, Illinois