



Doc#: 0400701129
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 01/07/2004 10:30 AM Pg: 1 of 10

This Document Prepared By
and After Recording Return To:

Daniel W. Baker, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

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RECORDER'S USE ONLY

JUNIOR ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that HARRIS TRUST AND SAVINGS BANK not personally but as Trustee under the provisions of that certain Land Trust Agreement dated December 12, 2003, and known as Harris Trust and Savings Bank Trust No/6080, with an address at 520 Green Bay Road, Winnetka, Illinois 60093 (the "Trustee") and the beneficiary of said trust (the "Beneficiary"; Trustee and Beneficiary being herein referred to collectively as the "Assignors", and each individually as an "Assignor"), in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer and set over unto HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, with an office at 111 West Monroe Street, Chicago, Illinois 60603 (the "Assignee"), all right, title and interest of Assignors or any of them in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which Assignors may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Assignee under the powers hereinafter granted, including all amendments and supplements thereto and renewals thereof at any time made, all relating to the fee simple estate in the real estate situated in the County of Cook, State of Illinois, described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignors or any of them in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the leases and all rights under guarantees or against guarantors of the obligations of lessees under such leases (individually a "Lease" and collectively, the "Leases"), subject to that certain Assignment of Leases and Rents dated December 14, 2001 and recorded August 12, 2002 as document 20881836.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on the indebtedness evidenced by that certain

8168457 - Accommodation - HARRIS TRUST AND SAVINGS BANK
EXONERATION PROVISION RESTRICTING ANY LIABILITY OF BANK TRUSTEE. EITHER AFFIXED ON THIS OR ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO, IS EXPRESSLY MADE A PART HEREOF

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Term Note of Design Studio International, Inc., an Illinois corporation (the "*Borrower*") bearing even date herewith and payable to the order of Assignee in the face principal sum of \$3,120,000 and any notes issued in extension or renewal thereof or in substitution therefor (all of the foregoing being hereinafter collectively referred to as the "*Note*"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage and Security Agreement with Assignment of Rents bearing even date herewith from Trustee to the Assignee (such Mortgage and Security Agreement with Assignment of Rents, as it may be from time to time amended, modified, supplemented or extended, is hereinafter referred to as the "*Mortgage*"), conveying and mortgaging the premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iii) the observance and performance of all obligations, covenants, promises and agreements of the Borrower pursuant to that certain Term Loan Agreement bearing even date herewith executed by the Borrower and the Assignee, as amended from time to time (the "*Loan Agreement*") and in any other loan or other agreements setting forth terms and conditions applicable to the indebtedness evidenced by the Note or providing collateral security therefor, and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by Assignee in collecting or enforcing the payment of the Note and the other indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or in realizing upon or protecting any collateral security therefor, including without limitation this Assignment (the Note and other indebtedness, obligations and liabilities referred to in clauses (i), (ii) and (iii) above being hereinafter collectively referred to as the "*indebtedness hereby secured*").

Assignors do hereby irrevocably constitute and appoint Assignee the true and lawful attorney-in-fact of Assignors with full power of substitution for Assignors and in Assignors' name, place and stead, to ask, demand, collect, receive, receipt for, sue, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Assignors could do, and to endorse the name of Assignors on all commercial paper given in payment or in part payment thereof, and in Assignee's discretion to file any claim or take any other action or proceeding, either in Assignee's name or in the name of Assignors or any of them or otherwise, which Assignee may deem necessary or appropriate to collect any and all sums due or to become due under any Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of Assignee in and to such sums and the security intended to be afforded hereby.

Beneficiary warrants to Assignee that Assignors have good right to make and be bound by this Assignment and that Assignors have not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder except in favor of Assignee.

Notwithstanding the foregoing provisions making and establishing the present and absolute transfer and assignment of all rents, earnings, income, issues and profits as aforesaid, and so long as no event of default shall exist under the Note, the Loan Agreement or the Mortgage, Assignors shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance and to enjoy all of the rights and privileges of the lessor under any Lease, including without limitation the right to enforce the obligations of any lessee under any Lease.

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Assignors hereby irrevocably consent to and authorizes and directs that the lessee or tenant under any Lease upon demand and notice from Assignee of Assignee's right to receive the rents and other sums hereunder, shall pay such rents and other sums to Assignee without any obligation on the part of such lessee or tenant to determine the actual existence of any default or event claimed by Assignee as the basis for Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of Assignors or any of them to the contrary. Assignors hereby waive any right or claim against any lessee or tenant for any such rents and other sums paid by such lessee or tenant to Assignee.

Without limiting any legal rights of Assignee as the absolute assignee of the rents, issues and profits of the premises and in furtherance thereof, Assignors agree that in the event of a default under the Mortgage, whether before or after the Note is declared due in accordance with its terms or under the terms of the Mortgage and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, Assignee may, at its option, to the extent permitted by law, (i) take actual possession of the premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force, enter upon, take, and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating hereto, and exclude Assignors and their agents or representatives therefrom and hold, operate, manage and control the premises, and at the expense of Assignors, the cost and expenses of what shall be secured hereunder, from time to time cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, or any part thereof, and insure and reinsure the same, and lease the premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and cancel any lease or sublease for any cause or on any ground that would entitle Assignors or either of them to cancel the same, and in every such case have the right to manage and operate the premises and to carry on the business thereof as Assignee shall deem proper or (ii) with or without taking possession of the premises, proceed to enforce the Leases and collect all sums due or to become due thereunder, *provided, however*, that by so doing Assignee shall not be deemed to be an assignee in possession or to have assumed or become responsible or liable for any obligations of Assignors or any of them arising under the Leases or in respect thereof or (iii) have a receiver appointed of all or any portion of the premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Assignors hereby consent to the appointment of such receiver and shall not oppose any such appointment.

After payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, representatives and others employed by Assignee in connection with the operation, management and control of the premises and the conduct of the business thereof, and, to the extent permitted by law, such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, Assignee shall credit the net amount of income which Assignee may receive by virtue of this Assignment and from the premises to any and all amounts due or owing to

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Assignee under the terms and provisions of the Note, the Mortgage and the Loan Agreement, whether or not the same may then be due or be otherwise adequately secured. Assignee shall have the right, but not the duty, to apply such net income to the discharge of any other lien or charge upon the premises or to completion of the improvements being financed out of the proceeds of the Note. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Assignee. Assignee shall be subrogated to any lien or charge discharged out of the rents, income and profits of the premises.

Assignors hereby further covenant that they will upon request of Assignee execute and deliver such further instruments and do and perform such other acts and things as Assignee may reasonably deem necessary or appropriate to vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignors irrevocably waive any right they now or hereafter may have to offset any claim or liability owing from them to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignors covenant and agree (i) to observe and perform all of the obligations imposed on them under the Leases and not to do or permit to be done anything to impair the security thereof, (ii) not to assign or encumber further its rights under their Leases or its rights to the rents or other sums due or to become due thereunder, (iii) not to suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the prior written consent of Assignee, and (iv) to enter into, and amend, modify or terminate, leases in accordance with sound business practice.

The acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the premises by Assignee, be deemed or construed to constitute Assignee an assignee in possession nor thereafter impose any obligation whatsoever upon Assignee, it being understood and agreed that Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord or Assignors under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignors or anyone for any action taken or omitted to be taken by it hereunder, except for liability to Assignors for Assignee's gross negligence or willful misconduct. Should Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against Assignee arising out of any Lease, the amount of such liability, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate (as such term is defined in the Mortgage) shall be secured by this Assignment and by the Mortgage, and Assignors shall reimburse Assignee therefor immediately upon demand, and Assignors' obligation so to pay shall survive payment of the indebtedness hereby secured and the release of this Assignment and the Mortgage.

The rights and remedies of Assignee hereunder are cumulative and are not in lieu of, but are in addition to, any rights or remedies which Assignee shall have under the Note, the Mortgage, the Loan Agreement or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to

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do so. The rights and remedies of Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights hereunder.

The right of Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

This Assignment shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be held invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

This Assignment shall be governed by the laws of the State of Illinois, without regard to principles of conflicts of laws.

[SIGNATURE PAGE TO FOLLOW]

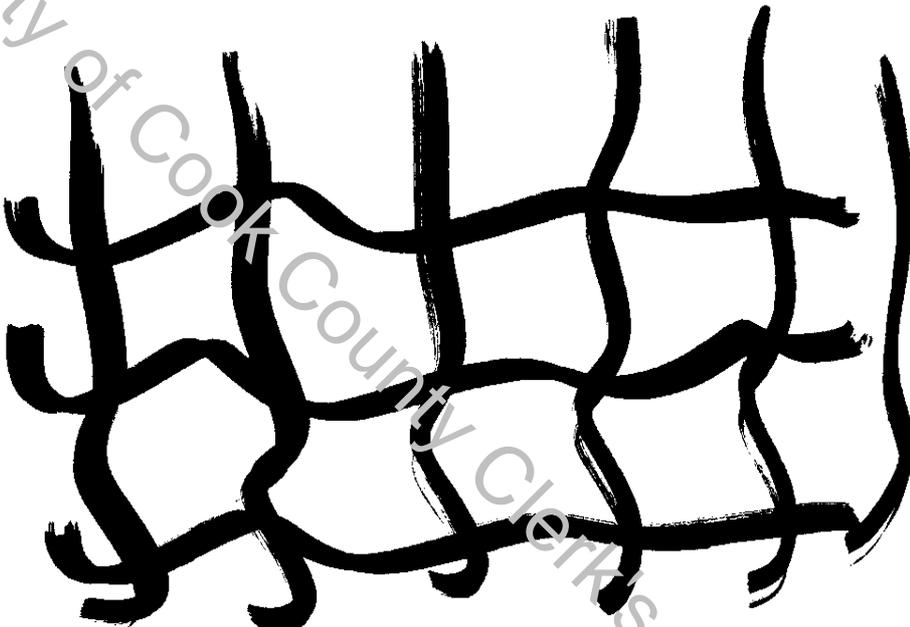
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IN WITNESS WHEREOF, Assignors have caused this Assignment to be executed as of this 18th day of December, 2003.



HOWARD GALLER

Property of Cook County Clerks Office



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This instrument is executed by the undersigned, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby and by the Mortgage conveyed for the payment thereof, by the enforcement of the liens hereby and thereby created, in the manner herein and in said Mortgage provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by realization on any other collateral for the indebtedness hereby secured.

IN WITNESS WHEREOF, the undersigned, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President, as of the day and year first above written.

HARRIS TRUST AND SAVINGS BANK, not personally but as trustee as aforesaid

By Kristin J. Osborne
Name Kristin J. Osborne
Title Assistant Trust Officer

EXECUTED AND DELIVERED BY BANK TRUSTEE, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE, FOR THE PURPOSE OF BINDING THE HEREIN DESCRIBED PROPERTY, AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO. ANYTHING HEREIN TO THE CONTRARY NOT WITHSTANDING, THAT EACH AND ALL OF THE UNDERTAKING AND AGREEMENTS HEREIN MADE, ARE MADE AND INTENDED NO AS PERSONAL UNDERTAKINGS AND AGREEMENTS OF THE TRUSTEE, OR FOR THE PURPOSE OF BINDING THE TRUSTEE PERSONALLY, BUT EXECUTED AND DELIVERED BY THE TRUSTEE SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE, AND NO PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY, OR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST SAID TRUSTEE ON ACCOUNT HEREOF OR ON ACCOUNT OF ANY UNDERTAKING OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED. ALL SUCH PERSONAL LIABILITY, IF ANY, BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY ALL PARTIES HERETO, AND THOSE CLAIMING BY, THROUGH, OR UNDER THEM.

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STATE OF IL)
) SS
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Howard Galler, an individual, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act.

Given under my hand and seal, this 23rd day of December, 2003.

Joy S Goldman
Notary Public

(SEAL)

Joy S Goldman
Type or Print Name

My Commission Expires:



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SCHEDULE I

LEGAL DESCRIPTION

Parcel 1:

Lots 2 through 9, inclusive, in Block 4 in A. A. Lewis' Dempster Terminal Ridge Subdivision in the south 1/2 of Section 16, Township 41 North, Range 13 East of the Third Principal Meridian, except that part of Lots 4 through 9 taken for right of way per plat of dedication recorded as document no. 20114568; also, that part of Gross Point Road vacated per Plat of Vacation recorded as document no. 20114569; vacated: that part of Gross Point road extended Easterly, and Easterly of original Northwesterly line of Gross Point Road and Westerly of West edge of a Concrete Wall adjoining Block 4 described as follows: commencing at the Northeast corner of Lot 2 Block 4; thence Easterly along Northerly line of said Lot 2 extended Easterly 1.81 feet; thence Southerly along a curve having a radius of 2090.76 feet and subtended by a Chord of 63.38 feet to Easterly line of Block 4; thence Northeasterly along Easterly line of said Block 4, 63.35 feet to point of beginning also, that part of Laramie Avenue vacated per Plat of Vacation recorded as document no. 20114570, all in Cook County, Illinois vacated: East 21 feet of that part of Laramie Avenue lying North of a curved line described as beginning at a point 10.40 feet North of South West corner of Lot 9, thence Westerly along a curved line concave to North and lying North edge of a concrete walk) and having a radius of 139.71 feet and subtended by a chord of 22.17 feet said chord forming an angle of 108 degrees 24 minutes as measured from North to West from South line of aforesaid Lot 9 and West of a line 5 feet North of South line of Lot 5 extended West 21 feet in Block 4 in A. A. Lewis Dempster Terminal Ridge Subdivision in the South 1/2 in Section 16, Township 41 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

That part of Laramie Avenue bounded and described as follows: beginning at the Southeast corner of Lot 11 in Michelau's Dempster-Laramie Subdivision in the South 1/2 of Section 16, Township 41 North, Range 13 East of the Third Principal Meridian, thence North 00 degrees 00 minutes 00 seconds East a distance of 254.05 feet to the Northeast corner of Lot 6 in the aforementioned subdivision thence South 85 degrees 15 minutes 32 seconds East a distance of 45.16 feet to the Northwest corner of a portion of Laramie Avenue previously vacated per document 20114570 thence South 00 degrees 00 minutes 00 seconds west along the West line said vacated portion of Laramie Avenue a distance of 246.57 feet; thence Southwesterly along an arc convex to the Southeast a distance of 19.93 feet the chord of said arc having a bearing of South 79 degrees 47 minutes 25 seconds West and a distance of 19.91 feet; thence South 89 degrees 30 minutes 40 seconds West along the North line of Dempster Street a distance of 25.41 feet to the point of beginning, all in Cook County, Illinois.

Parcel 3:

That part of Laramie Avenue bounded and described as follows: commencing at the Northeast corner of Lot 6 in Michelau's Dempster-Laramie Subdivision in the South 1/2 of Section 16, Township 41 North, Range 13 East of the Third Principal Meridian; the East line of Lot 6 for the purpose of this description having a bearing of South 00 degrees 00 minutes 00 seconds East, thence South 85 degrees 15 minutes 32 seconds East a distance of 9.74 feet to the point of beginning; thence continuing East on the last described line 35.42 feet to a point; thence North 89 degrees 31 minutes 50 seconds East a distance of 21.0 feet to the East line of Laramie Avenue, also being the West line of A. A. Lewis Dempster Terminal Ridge Subdivision in the South 1/2 of Section 16, Township 41 North, Range 13 East of the Third Principal Meridian; thence North 00 degrees 00 minutes 00 seconds East on the East line of said Laramie Avenue and West line of A. A. Lewis Dempster Terminal Ridge Subdivision a distance of 54.58 feet to a point of tangency; thence Southwesterly along a curved line concave Southeasterly having a radius of 52.0 feet a distance of 85.98 feet, the chord of said curved line being 76.52 feet having a bearing of South 47 degrees 22 minutes 14 seconds West to a point of tangency and the place of beginning all in Cook County, Illinois.

Property Address	8800-8816 Gross Point Road Skokie, Illinois 60077
P.I.N. No.	10-16-332-056-0000 10-16-424-063-0000