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Attention: Hugh P. Finnegan, Esq.



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Cook County Recorder of Deeds
Date: 03/12/2004 02:03 PM Pg: 1 of 10

LAWYERS TITLE INSURANCE CORPORATION
10 SOUTH LASALLE STREET, 25th FLOOR
CHICAGO, ILLINOIS 60603
CASE NO. 04-02100
KB

ASSIGNMENT OF LEASES

ASSIGNMENT OF LEASES made the 1st day of March, 2004, by **E 3939 L.L.C.**, an Illinois limited liability company, having an address at 39 S. LaSalle Street, Suite 1010, Chicago, Illinois 60605 ("Assignor"), to **ALPINE CAPITAL BANK**, a New York banking corporation, having an office at 680 Fifth Avenue, 15th Floor, New York, New York 10019 ("Lender");

WITNESSETH:

WHEREAS, Assignor is or may become the owner and holder of the landlord's interest under certain leases (the "Leases"), which Leases cover various portions of the improvements erected on certain premises described in **Exhibit A** attached hereto (collectively, the "Premises");

WHEREAS, Lender has made a mortgage loan to Assignor in the principal amount of \$1,500,000.00 (the "Loan"), evidenced by that certain note (the "Note") executed by Assignor in favor of Lender and secured by that certain mortgage and security agreement encumbering the Premises (the "Mortgage") dated on or about the date hereof between Assignor and Lender; and

WHEREAS, Lender has agreed to make the Loan to Assignor on the condition that Assignor assign the Leases to Lender in the manner hereinafter provided as additional security to Lender for the payment of Assignor's obligations under the Note, the Mortgage, this Assignment and all of the other documents executed in connection with the Loan (the "Other Loan Documents");

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NOW, THEREFORE, in consideration of Lender's agreement to make the Loan to Assignor and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby absolutely and unconditionally grants, transfers and assigns to Lender, as security for the observance and performance by Assignor of all of the terms, covenants and provisions of the Note, the Mortgage, this Assignment and the Other Loan Documents, all of Assignor's right, title and interest in and to the Leases and all of the rents, additional rents, charges, issues and profits payable under the Leases from the date hereof to the end of the respective terms of the Leases and any renewals and extensions thereof (collectively, the "Rents"), and Assignor hereby represents and warrants to and covenants and agrees with Lender as follows:

1. Assignor further represents and warrants to and covenants and agrees with Lender (which representations and warranties shall be true and correct throughout the terms of this Assignment) that (i) there are no prior assignments of the Leases or of any portion of the Rents due and payable or to become due and payable thereunder which are presently outstanding, (ii) the Leases have not been modified or amended, (iii) all of the Leases are in full force and effect and the respective terms thereof have commenced pursuant to the provisions thereof, (iv) the tenants under the Leases have taken possession of the same on a rent-paying basis, (v) neither Assignor nor, to the best of Assignor's knowledge, any tenant under the Leases is in default under any of the terms, covenants and provisions of the Leases and Assignor knows of no event which, with the passage of time or the giving of notice or both, would constitute a default on the part of Assignor or any tenant under any of the Leases, (vi) neither Assignor nor any tenant under the Leases has commenced any action or given or served any notice for the purpose of terminating any of the Leases, (vii) all Rents due and payable under the Leases have been paid in full and no such Rents have been paid more than one (1) month in advance of the due dates thereof, (viii) to the best of Assignor's knowledge, there are no offsets or defenses to the payment of any portion of the Rents and (ix) this Assignment does not conflict with, breach, or cause a default under any of the Leases.

2. Assignor shall, at its sole cost and expense, (i) observe and perform, or cause to be observed and performed, each and every term, covenant and provision of the Leases on the part of the landlord thereunder to be observed and performed, (ii) promptly send copies of all notices of default which Assignor shall send or receive under the Leases to Lender, (iii) take commercially reasonable steps to enforce, short of termination thereof, the observance and performance of each and every term, covenant and provision of the Leases on the part of the tenants thereunder to be observed and performed and (iv) appear in and defend any action or proceeding arising under or in any manner connected with the Leases or with the obligations and undertakings of the landlord or the tenants thereunder.

3. Assignor shall not, without the prior consent of Lender, (i) further assign or attempt to assign the Leases or any portion of the Rents due and payable or to become due and payable thereunder, (ii) consent to any cancellation, surrender, amendment or modification of the Leases, except to the extent commercially reasonable under the circumstances, or (iii) accept prepayments of any portion of the Rents for a period of more than one (1) month in advance.

4. This Assignment shall not be deemed or construed to obligate Lender to take any action or incur any expense or perform or discharge any obligation, duty or liability under the Leases,

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and Assignor hereby agrees to indemnify and hold Lender harmless from and against all liability, loss or damage, including, but not limited to, reasonable attorneys' fees and expenses, which Lender may or might incur under the Leases or under or by reason of this Assignment and from and against any and all claims whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on Lender's part to perform or discharge any of the terms, covenants or provisions contained in the Leases except for the gross negligence or willful misconduct of Lender or its agents.

5. This Assignment has been made as additional security for the observance and performance by Borrower of the terms, covenants and provisions of the Note, the Mortgage, this Assignment and the Other Loan Documents. Subject to the provisions of this Assignment hereinafter set forth, Lender waives the right to enter the Premises for the purpose of collecting the Rents and grants Assignor a revocable license to collect, use and apply the Rents and to otherwise act as a landlord with respect to said Leases. Assignor shall hold the Rents, or an amount sufficient to discharge all current sums due on the Loan, in trust for use in the payment of the Loan. The right of Assignor to collect the Rents shall be revoked by Lender upon any default by Assignor in the observance or performance of any of the terms, covenants or provisions of the Note, the Mortgage, this Assignment or the Other Loan Documents on its part to be observed or performed or upon the occurrence of any one of the events described in the Note, the Mortgage, this Agreement or the Other Loan Documents which would entitle Lender, at its option, to declare the loan due (an "Event of Default"), by giving written notice of such revocation to Assignor. Following such written notice, Lender may retain and apply the Rents toward payment of the Loan in such priority and proportions as Lender, in its sole discretion, shall deem proper, or to the operation, maintenance and repair of the Premises.

6. Upon the occurrence of an Event of Default, the tenants under the Leases shall, upon notice from Lender of the occurrence of such an Event of Default, thereafter pay to Lender or to any appointed receiver the Rents due or to become due under the Leases without any obligation to determine whether or not such an Event of Default does in fact exist and Assignor shall facilitate in all reasonable ways the collection of the Rents by Lender, and will, upon the request of Lender, execute written notices to the tenants under the Leases directing said tenants to pay the Rents to Lender, which Rents may be retained and applied by Lender toward the payment of the Loan in such priority and proportions as Lender, in its sole discretion, shall deem proper, or to the operation, maintenance and repair of the Premises. Any tenant making payment to Lender shall be under no obligation to inquire into or determine the actual existence of any Event of Default claimed by Lender.

7. Upon the occurrence of an Event of Default, Lender shall have the right (but not the obligation), at its option, to enter upon and take over and assume the management, operation and maintenance of the Premises and to perform all necessary and proper acts and to expend such sums out of the income of the Premises as may be necessary in connection therewith, in the same manner and to the same extent as Assignor theretofore might have done, including the right to effect new leases, cancel or surrender the Leases, alter, modify or amend the provisions thereof, or make concessions to the tenants thereunder, and Assignor hereby releases and waives all claims against Lender arising out of such management, operation and maintenance.

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8. Nothing contained in this Assignment and no entry by Lender upon the Premises as hereinabove provided shall be construed to constitute Lender as a mortgagee in possession.
9. Nothing contained in this Assignment is intended or shall be construed to prevent Lender in the exercise of its discretion from foreclosing pursuant to the Mortgage or otherwise enforcing the provisions thereof or of any other document or instrument evidencing, securing or guaranteeing payment of the Loan, in whole or in part, in accordance with their terms, including, without limitation, the Note or any of the Other Loan Documents.
10. No alteration, extension, renewal, change, modification, release, amendment, compromise or cancellation, in whole or in part, of any term, covenant or provision of the Note, the Mortgage or the Other Loan Documents shall affect this Assignment in any manner or diminish or release any of the rights of Lender hereunder.
11. Assignor hereby waives any and all legal requirements that Lender institute any action or proceeding in law or in equity against any other party, or exhaust its remedies under the Note, the Mortgage or the Other Loan Documents as a condition precedent to exercising its rights and remedies under this Assignment. All remedies afforded to Lender by reason of this Assignment are separate and cumulative remedies and it is agreed that no one of such remedies, whether exercised by Lender or not, shall be deemed to be in exclusion of any of the other remedies available to Lender and shall not in any manner limit or prejudice any other legal or equitable remedies which Lender may have, including, but not limited to, all rights and remedies of Lender under the Note, the Mortgage or the Other Loan Documents.
12. It is the intention of the parties hereto that any and all other leases affecting the Premises or any portion thereof presently in effect or hereafter entered into by Assignor shall be covered by the provisions of this Assignment and all such leases and all of Assignor's rights, title and interest in and to all such leases, and the rents, additional rents, charges, issues, profits and other sums payable thereunder until the end of the respective terms thereof are hereby assigned to Lender and any renewals or extensions thereof, subject to all of the terms, covenants and provisions of this Assignment. Assignor shall deliver an accurate and complete copy of each such lease to Lender promptly after the execution and delivery of the same. Assignor shall, upon the request of Lender, execute and deliver in recordable form all instruments which Lender may reasonably request to further evidence and confirm such assignment of each such lease.
13. This Assignment shall be binding upon Assignor, and its successors and assigns and shall inure to the benefit of Lender, and its successors and assigns.
14. If Assignor consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.
15. This Assignment may only be modified, altered, amended or terminated by an agreement in writing executed by the parties hereto.

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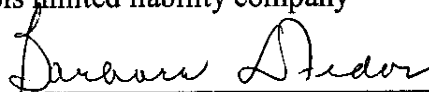
16. Any notice, request, demand, statement or consent made hereunder or in connection herewith shall be in writing and shall be sent in the manner specified in the Mortgage.

17. If any term, covenant or condition or, if separable, any part thereof of this Assignment shall be held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision or part thereof.

18. This Assignment shall be governed by and construed under the laws of the State of Illinois

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

E 3939 L.L.C.,
an Illinois limited liability company

By: 
Name: Barbara D. Fedor
Title: Manager

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STATE OF ILLINOIS)
 SS.:
COUNTY OF COOK)

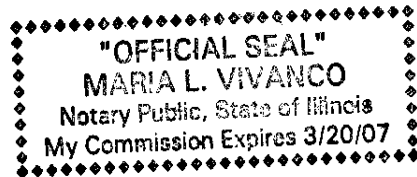
I, a notary public, in and for and residing in the aforesaid County, in the aforesaid State, do hereby certify that Barbara D. Fedor, the manager of E 3939 L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed in the foregoing instrument as such manager of such company, appeared before me this day in person and being first duly sworn by me, acknowledged that she signed and delivered the said instrument as her free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 26 day of February, 2004.



Notary Public

My commission expires: 3/20/07



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EXHIBIT A
Legal Description

Commonly known as: 3939 S. Karlov Avenue
Chicago, Illinois

Permanent Index Number (PIN): Tax Parcel: 19-03-201-307

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

THE PART OF LOT "B" IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTHEAST QUARTER LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT 1924571, BOUNDED AND DESCRIBED AS FOLLOWS:

FROM THE POINT OF INTERSECTION OF THE NORTH RIGHT OF WAY MARGIN OF WEST 40TH STREET (PRIVATE STREET BEING 66 FEET IN WIDTH AS DEFINED IN TRUSTEE'S DEED DATED APRIL 6, 1965, AND RECORDED AS DOCUMENT NUMBER 19429737) WITH THE WEST RIGHT OF WAY MARGIN OF SOUTH PULASKI ROAD (SAID RIGHT OF WAY BEING 100 FEET IN WIDTH), RUNNING THENCE NORTH ALONG SAID WEST RIGHT OF WAY MARGIN OF SOUTH PULASKI ROAD A DISTANCE OF 655.63 FEET TO A POINT MARKED BY AN IRON PIPE PLACED AND THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG THE ARC OF A CURVE LYING NORTHWEST OF ITS CHORD HAVING A RADIUS OF 666.69 FEET AND CENTRAL ANGLE OF 7 DEGREES, 47 MINUTES, 38 SECONDS A DISTANCE OF 90.69 FEET TO A POINT MARKED BY AN IRON PIPE PLACED, WHICH POINT IS 468.24 FEET EAST FROM THE EAST RIGHT OF WAY MARGIN OF SOUTH KARLOV AVENUE (A PRIVATE STREET BEING 66 FEET IN WIDTH AS DEFINED IN TRUSTEE'S DEED DATED APRIL 6, 1965, AND RECORDED AS DOCUMENT NUMBER 19429737) AND 616.65 FEET NORTH FROM SAID NORTH RIGHT OF WAY MARGIN OF WEST 40TH STREET; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CURVE LYING NORTHWEST OF ITS CHORD HAVING A RADIUS OF 366.02 FEET AND A CENTRAL ANGLE OF 12 DEGREES, 28 MINUTES, 00 SECONDS A DISTANCE OF 79.64 FEET TO A POINT MARKED BY AN IRON PIPE PLACED WHICH IS 403.68 FEET EAST FROM SAID EAST RIGHT OF WAY MARGIN OF SOUTH KARLOV AVENUE AND 570.37 FEET NORTH FROM SAID NORTH RIGHT OF WAY MARGIN OF WEST 40TH STREET; THENCE CONTINUING SOUTHWESTERLY ALONG THE ARC OF A CURVE LYING NORTHWEST OF ITS CHORD HAVING A RADIUS OF 391.56 FEET AND A CENTRAL ANGLE OF 9 DEGREES, 24 MINUTES, 02 SECONDS A DISTANCE OF 64.24 FEET TO A POINT MARKED BY AN IRON PIPE PLACED, LOCATED ON A LINE 523.79 FEET NORTH FROM AND PARALLEL WITH THE NORTH LINE OF WEST 40TH STREET, WHICH IS 190.40 FEET WEST FROM SAID WEST LINE OF SOUTH PULASKI ROAD; THENCE WEST ALONG THE LAST ABOVE MENTIONED PARALLEL LINE A DISTANCE OF 359.60 FEET TO A POINT LOCATED AT THE INTERSECTION OF THE LAST ABOVE MENTIONED PARALLEL LINE AND THE EAST RIGHT OF WAY MARGIN OF SOUTH KARLOV AVENUE; THENCE NORTH ALONG THE EASTERN RIGHT OF WAY MARGIN OF SOUTH KARLOV AVENUE A DISTANCE OF 267.91 FEET TO A POINT MARKED BY AN IRON PIPE PLACED; THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF A CURVE LYING NORTH OF ITS CHORD HAVING A RADIUS OF 600.00 FEET AND A CENTRAL ANGLE OF 34 DEGREES, 40 MINUTES, 18 SECONDS A DISTANCE OF 363.08 FEET TO A POINT MARKED BY AN IRON PIPE PLACED, WHICH POINT IS 2,354.67 FEET NORTH OF THE SOUTH LINE OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SECTION 3; TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN; AFORESAID

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LEGAL DESCRIPTION CONTINUED

COUNTY AND STATE, AND IS HEREINAFTER REFERRED TO AS POINT A; THENCE SOUTHEASTERLY 59.64 FEET TO A POINT MARKED BY AN IRON PIPE FOUND LOCATED ON LINE A, LINE A BEING DEFINED AS A STRAIGHT LINE RUNNING SOUTHEASTERLY FROM POINT A 199.61 FEET TO A POINT LOCATED ON THE WESTERN RIGHT OF WAY MARGIN OF SOUTH PULASKI ROAD; THENCE SOUTHEASTERLY 68.74 FEET TO A POINT MARKED BY AN IRON PIPE FOUND AND LOCATED ON A LINE PARALLEL TO AND 18.04 FEET NORTHEAST OF LINE A; THENCE SOUTHEASTERLY AND ALONG A LINE PARALLEL TO LINE A 68.74 FEET TO A POINT LOCATED ON THE WEST RIGHT OF WAY MARGIN OF SOUTH PULASKI ROAD AND MARKED BY AN IRON PIPE PLACED; THENCE SOUTHERLY ALONG THE WEST MARGIN OF THE RIGHT OF WAY OF SOUTH PULASKI ROAD 114.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

(THE FOREGOING DESCRIPTION IS BASED UPON THE FOLLOWING DEFINITIONS)

SOUTH KARLOV AVENUE (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH, LYING IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS, PAGE 32 AS DOCUMENT 1924571, BEING 33 FEET ON EAST SIDE OF THE CENTER LINE, THEREOF, WHICH LINE IS PARALLEL TO AND 583 FEET WEST OF THE WEST LINE OF SOUTH PULASKI ROAD AND EXTENDS FROM THE NORTH LINE OF WEST 40TH STREET TO THE NORTHERLY LINE OF THE LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE CRAWFORD REAL ESTATE DEVELOPMENT COMPANY BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT 1730742.

WEST 40TH STREET (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH LYING IN LOT "A" AND IN LOT "B" OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS, PAGE 32 AS DOCUMENT 1924571 EXTENDING EASTERLY FROM A LINE PARALLEL TO AND 655.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID PARALLEL LINE BEING THE EAST LINE OF SOUTH KILLALEE BOULEVARD, TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH PULASKI ROAD, THE NORTH LINE OF SAID STRIP IS A LINE PARALLEL TO AND 1,086 FEET NORTH OF THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD, THE SOUTH LINE OF SAID STRIP OF LAND IS A LINE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF SAID STRIP OF LAND, THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3, MEASURED 2,648.14 FEET WEST FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2,642.84

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LEGAL DESCRIPTION CONTINUED

FEET EAST FROM THE NORTHWEST CORNER OF SAID SECTION 3, TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2,669.37 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2,668.04 FEET EAST FROM THE SOUTHWEST CORNER OF SAID SECTION 3, THE EAST AND WEST CENTER LINE OF SAID SECTION 3, IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION MEASURED 2,597.19 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 3, AND MEASURED 2,669.84 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID SECTION 3, TO A POINT ON THE WEST LINE OF SAID SECTION 3, MEASURED 2,598.77 FEET SOUTH FROM THE NORTHWEST CORNER OF SAID SECTION 3 AND MEASURED 2,661.19 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SECTION 3, THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD (A PRIVATE STREET) AND SAID NORTH LINE EXTENDED, IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3, MEASURED 465.16 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3, TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, MEASURED 464.08 FEET NORTH OF SAID EAST AND WEST CENTER LINE. THE SOUTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD IS 80 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD.

CONTAINING 140,096 SQUARE FEET (3.2162 ACRES) OF LAND, MORE OR LESS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THE PRIVATE STREETS KNOWN AS SOUTH KARLOV AVENUE AND WEST 40TH STREET, FOR PURPOSES OF PASSAGE TO A PUBLIC HIGHWAY, AS DEFINED IN TRUSTEE'S DEED TO STANDARD BRANDS INCORPORATED, A CORPORATION OF DELAWARE, DATED APRIL 6, 1965 AND RECORDED APRIL 8, 1965 AS DOCUMENT 19429737, IN COOK COUNTY, ILLINOIS.