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LAW OFFICES OF **NEAL M. GOLDBERG** 39 S. LASALLE ST. **SUITE 1200** CHICAGO, IL 60603

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Cook County Recorder

35.00

This Space for Recorder's Use Only

COLLATERAL ASSIGNMENT OF LEASE

For good and valuable consideration, NANTA BURANAKANCHANA, as Assignee of 540 LAKE SHORE VENTURE, an Illinois limited partnership, as Beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement known as Trust No. 55149, c/o URBAN PROPERTIES, INC. ("Assignor"), does hereby assign, set over and transfer unto SUCCESS NATIONAL BANK, a National Banking association ("Bank"), for security purposes, any and all interest that Assignor has or may acquire pursuant to a certain Industrial Loft Lease (hereinafter referred to as "Lease") dated , 1999, by and between NANTA BURANAKANCHANA, as Assignee of 540 LAKE SHORE VENTURE, an Illinois limited partnership, as Eeneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement known as Trust No. 55149, c/o URBAN PROPERTIES, INC. 23 Lessor, and ZENITH ADMINISTRATOR, as Lessee, as well as any and all extensions, amendments, agreements, options, addendum and/or renewals thereof. That said Lease is for the property commonly known as Unit S6, 540 North Lake Shore Drive, Chicago, Cook County, Illinois, the legal description of which is attached hereto and made a part hereto as Exhibit "A."

That this Assignment is accepted by SUCCESS NATIONAL BANK for collateral purposes only, and SUCCESS NATIONAL BANK, under the terms hereof, assumes no responsibility or liability for any of the obligations and responsibilities set forth under said Lease.

EOX 333-CH

That this Assignment is given as further consideration to an extension of credit by SUCCESS NATIONAL BANK to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 15, 1997 and known as Trust No. 123256-01 and NANTA BURANAKANCHANA, as represented by a certain Promissory Note bearing even date in the amount of ONE MILLION AND 00/100THS DOLLARS (\$1,000,000.00) and any and all renewals, modifications or extensions thereof, and same is hypothecated as additional security for said loan. Furthermore, said Assignment shall stand as additional security for the full and prompt payment to SUCCESS NATIONAL BANK at maturity and at all times thereafter for any and all indebtedness, obligations and liabilities of every kind and nature of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Tolst Agreement dated August 15, 1997 and known as Trust No. 123256-01 and NANTA BURANAKANCHANA, to SUCCESS NATIONAL BANK, howsoever evidenced, whether now existing or increafter created or arising, whether direct or indirect, absolute or contingent, or joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral or otherwise.

That AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 15, 1997 and known as Trust No. 123256-01 and NANTA BURANAKANCHANA do hereby represent and warrant that pursuant to the terms of the Lease, that all payments are current and that there has been no default pursuant thereto. That AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated August 15, 1997 and known as Trust No. 123256-01 and NANTA BURANAKANCHANA do further represent and warrant that said Lease has not been assigned or pledged by them as collateral security for any other indebtedness and that they are hereby authorized and not prohibited from pledging the same as collateral.

That a copy of said Lease and any and all amendments, agreements, addendum and/or options thereto, is attached hereto and made a part hereof as Exhibit "B."

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This Agreement is estered into this Uth day of October 1999 at Lincolnshire, Illinois.

ASSIGNORS:

COLLATERAL ASSIGNEE:

NANTA BURANAKANCHANA, as Assignee of 540 LAKE SHORE VENTURE, an Illinois limited partnership, as Beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement known as Trust No. 55149, c/o URBAN PROPERTIES, INC.

SUCCESS NATIONAL BANK a National Banking Association

BY: Blaina M. Him, AUF

BY: NANTA BURANAKANCHANA

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreemen dated August 15, 1997 and known as Trust No. 123256-01

BY: faved topenfild

This instrument is executed by the undersigned Land Trustee. not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee ard r of personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

Aftestation not required by American National
Bank and Trust Company of Chicago Bylawa

ITS:

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NANTA BURANAKANCHANA

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UNOFFICIAL COPY LEGAL DESCRIPTION

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PARCEL 1:

2ND FLOOR AND ABOVE) THE NORTH 29.51 FEET OF THE SOUTH 36.72 FEET OF THE WEST 51.04 PEET TOGETHER WITH THE SOUTH 7.21 FEET OF THE WEST 45.39 FEET OF LOT 29 LYING ABOVE A VERTICAL PLANE HAVING AN ELEAVATION OF +27.06 FEET CHICAGO CITY DATOM IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 MORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

(1ST FLOOR AND SELOW) LOT 29 (EXCEPT THE EAST 19.00 FEET TAKEN FOR WIDENING LAKE SHORE DRIVE) LY(A) BELOW A VERTICAL PLANE HAVING AN ELEVATION OF +27.06 FEET CHICAGO CITY DATUM JUSO EXCEPTING THE MORTH 18.78 FEET OF ,T SOUTH 20.50 FEET OF ,T EAST 20.80 FEET CP ,T WEST 73.34 FEET LYING ABOVE A VERTICAL CLANE HAVING AN ELEVATION OF +13.65 FEFT CHICAGO DATUM IN CIRCUIT COURT PARTITION OF THE COGEN ESTATE SUBDIVISION OF NAMES OF BLOCKS 2, 31, AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF ENCTION 10, TOWNSHIP 39 MORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARÇEL 3:

2ND FILOR & ABOVE) THE SOUTH 36.75 FIRT OF THE EAST 63.78 FEET TOGETHER WITH THE SOUTH 36.70 FEET OF THE WEST 64.12 FIFT (EXCEPT THE BORTH 23.20 FEET OF THE SOUTH 36.70 FEET OF THE WEST 56.00 FEET, AND BYSO EXCEPTING THE SOUTH 13.50 FEET OF THE WEST 60.00 FEET) OF LOT 30 LYING ABOVE A VAPTICAL PLANE HAVING AN ELEVATION OF +26.06 FEET CHICAGO CITY DATUM IN CIRCUIT CONFT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 21 AND 32 IN XINZIE'S ADDITION TO CHICAGO IN T NORTH 1/2 OF SECTION 10. TOWNSHIP 39 NORTH, RANGE AND, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

(1ST FLOOR) LOT 30 (EXCEPT THE NORTH 23.20 FEET OF THE SOUTH 36.70 FEET OF THE WEST 56.00 FEET ALSO EXCEPTING THE SOUTH 13.50 FEET OF THE WEST 60.00 FEET, AND ALSO, EXCEPTING THE WEST 34.70 FEET OF, T EAST 35.75 FEET OF THE MORTH 72.28 FEET (EXCEPT THE WEST 19.25 FEET OF THE SOUTH 9.74 FEET THEREOF) LYIFY APOVE A VERTICAL PLANE HAVING A LOWER BLEVATION OF +13.54 FEET CHICAGO CITY DATUM AND LYING BELOW A VERTICAL PLANE HAVING AN UPPER BLEVATION OF +27.06 FEET CHICAGO CITY DATUM IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINZIE'S ADDITION TO CHICAGO IN THE MORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

(EASMENET LEVEL) THE SOUTH 36.75 FEET OF THE EAST 63.78 FEET, ALSO SOUTH 36.70 FEET OF THE WEST 64.12 FEET (EXCEPT THE MORTH 23.20 FEET OF THE SOUTH 36.70 FEET

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OF THE WEST \$6.00 FEET, ALSO EXCEPTING THE SOUTH 13.50 FEET OF THE WEST 60.00 FEET) LYING ABOVE A VERTICAL PLANE HAVING A LOWER ELEVATION OF +4.05 FEET CHICAGO CITY DATON AND LYING BELCA X VERTICAL PLANE HAVING AN UPPER ELEVATION OF +13.54 FEET CHICAGO CITY DATON TOUTHER WITH THE WEST 18.00 FEET OF, T WORTH 72.30 FEET LYINF ABOVE A VERTICAL PLANE HAVING A LOWER ELEVATION OF +10.97 FEET CHICAGO CITY DATON OF LOT 30 IN CIRCUIT COURT PAYATION OF THE OGDEN ESTATE SUBDIVISION OF PARTS OF ELOCKS 20, 31 AND 32 IN KINSTA'S ADDITION TO CHICAGO IN THE BORTH 1/2 OF SECTION 10, TOWNSHIP 39 BORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL BERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

(GROUND UNDER BASEMENT) LOT 30 (EXCEPT THE FORTH 23.00 FEET OF THE SOUTH 36.70 FEET OF THE WEST 56.00 FEET, ALSO EXCEPTING THE SOUTH 33.50 FEET OF THE WEST 60.00 FEET) LYING BELOW A VERTICAL PLANE HAVING AN ELEVALUE OF +4.05 FEET CHICAGO CITY DATUM IN CIRCUIT COURT PARTITION OF THE OGDEN ESTATE SULDIVISION OF PARTS OF BLOCKS 20, 31 AND 32 IN KINEIE'S ADDITION TO CHICAGO IN THE MORTH 1/2 OF SECTION 10. TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOP COUNTY, ILLINOIS.

Commonly known as: 540 North Lake Shore Drive, Chicago, Illinois

P.I.N.: 17-10-211-012 17-10-211-022

17-10-211-023

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Manager of Sand First 1841

No. 1206

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INDUSTRIAL LOFT LEASE

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Zanith Ad min is trater
503 E. Onio # 2600
Chicopolli. 60611

NUMBER - Agent for OUNEL NUMBER : Ur bon Properties, Inc. NUMBER : 6230 N. Clark St. Chicagoill . 60660

In consider alta, of the mutual covenants and agreements herein stated, Lessor hereby forces to Lessoe and Lessoe hereby lesses from Lessoe ereily for the above purpose the premises designated above (the "Frantises"), together with the appurtunances thereto, for the above Term.

RENT

1. Lessee shall pay Lessor or Lessor's agent as runt for the Prentises the sum stated above, monthly in advance are a termination of this lease, at Lessor's address exceed above or such other address as Lessor may designed in writing.

CONDITION AND UPNEED OF PREMISES Leases we a minor and knows the condition of the Prentice and has received the same in good server and seknowledges that no representations us to the condition and repair thereof have been made by Leaser, or his a part, prior to or at the execution of this lease that are not hardin expressed; Leases will keep the Prentice in our good proposing this lease that with gloss of the same size and quality as that breaken, and will replace it of any good pulpoling this lease with others of equal quality, and will keep the Prentices in a clean and healthful could not according in the applicable sumicipal mediances and the direction of the project punits fullers during it is term of this lease at furace's expense, and upon the termination of this lease, in any way, will yield up the Prentice to Leaser, in good condition and regular, lease by fire and and many wear excepted, and will deliver the keys herefor at the place of payment of said peak.

LESSEE NOT TO MISUSE: SUBLETI ASSIGNMENT excepted, and will deliver the keys herefor at the place of payment of said reed.

2. Lesses will not allow the Preview to be used for may purpose that will increase the rate of insurance thereon, nor for my purpose other than 17.25 horantoclore aposition, and will not load floors with machinery or soods beyond the floor load rating previled by applicable manisted erdineness, and will not allow the framework nor assign this least without in said, our try other period, and will not solet the same or may pain thereof, nor assign this least without in said, our of the written constant of the Lesson first had, and Lesson will not permit any transfer by operation of the of the increase in the Promises acquired through that lesses, and will not parmit the Premises to be used to my unlowed purpose, or for any purpose that will layer the repeatable of the building of which they are non, or increase that fire heated of said built-lay or distributed for more than ten consecutive days; and will not allow any again, cards or played thereon, nor permit any alternation of, or california is my other parts to be posted, or played thereon, nor permit any alternation of, or california or on the Premises, except by written consent of Lesson and additions to the Premises that for the honefit of Lesson unloss otherwise provided in the consent electricit. All elevation or rules of apprentic or a bout the Premises shall be operated saidly at Lessen's risk, except and an may be operated an information or the premises and the provided of the premises and the premises are also as may be operated an information of the premises and the premises are also as the provided of the premises and the premises are also as the premises are also as a provided and the premises are also as a premise of the premises are also as a p

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4. Lesses will not permit any machinale's lien or lives to be placed upon the Fremiss or any building of which Fremises are a part of related improvement during the term hereof, as a in case of the filling of any such like will premptly per mine. If default is premier thatoof shall continue to thirty (30) days after written miles that of from Lesses to the Lesses, the Lesses shall have the right and private at Lesses, opine, of paying the same or any perilem libered without indiviny in the the validity theret (, and my amounts to paid, including expanses and interests, shall be so much satisfaced independent hereof.

INDEMNITY FOR ACCIDENTS f. Losses covernant and agrees that he will protect and save and keep the Lesses for over hermical and indemnifies against and from any penalty or damages or energies imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lesses as those holding under Lesses, and the Lesses will at all times protect, indemnify and save and keep hermicas the Lesses against and from any and a loss, cost, denning are superior, arising are of or from any accident or other occurring on or about the Promisis, satisfies injury to may among up property whomspoter or whatever and will protect. Indemnify and save and hermicas the Lesses against and from any and all loss, cost, demage or expenses acting out of any fallows of Lesses in any respect to comply with and parform all the requirishmals.

NON-LIABILITY OF LESSOR 6. Except as provided by fillingic statute, Leasor shall not be lighte for any damage occasioned by fallure to keep the fremises in regals, nor for any damage dept of decisioned by 61 from plumbing, gas, water, sprinkler, mean or other pipes or sewerge of the burning, leaking or running of any pipes, tank or plumbing fixtures. In, above, upon or about framises or any building of which Fremises are a part or related improvement nor for only damage seasolened by reset, show at lea being upon or coming fartugh the root, skylights, trop dout of otherwise, nor for any damages arising from ents, or deglect of co-cerumis, no enterprinkled to the configuration of such beliging or proportion.

USE OF

7. If the basis small furnish electric current for lighting or passer in other towards of the building during the term of this lone, then the Lesson agrees to perchase electric series for lighting or power from the Lesson only, and to pay to the Lesson for stoke electric current consumed and maintenanced by meter, insufied by the Lesson as the rise candidates by a public utility providing electric series to the oten. The charge for electric current shall be the entire by a public unit which the enterpo for the best and payable on or before the tenth shar of the mooth following the period for which the charge is unally indicated in this charge provided.

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the Lessor may, without notice to the Laston, that off and distantines the supply of electric current for light and power in the Premisor, and such act of shutting off the electric current shall not be hold or pleaded as a switting of a disturbance in any manner whetever of the Laston's passession, or relieve Laston from the payment of tent when due, or very or change any other provision of this lasto, or render the Laston lights in damages at any kind whetever.

It to mutually regreed that the Lessor, upon giving thirty days' prior notice in writing of his intention so to do, may discontinue supplying electric current to the Lesses without in any way affecting the other provision of this lesse, and the Lesses sheet before in shall discontinue supplying electric current to the Lesses a will provide for the Lesses another source of supply of electric current and will nonnext the Premises with such other source of supply.

8. Leasor will furnish to Leasoe during the term of this fease all necessary water for sanitary purposes used in somewhat the tolicus and wash basins heated in the Premises. If Leason shall require water for purposes other than those above mentioned, Leasor may leastle a water major and furnish water to Leason the purposes other than above named at the same rate that Leason shall be required to pay to its supplier of water for the amount of water indicated by take meter as being used by Leason.

Should Leases fail to pay the bills for such water and for electric current and gas, when due, Lessor their have the right to pay same, the amount whereof, legaliter with any sums paid by the Lessor to keep the Premier in a heatthy condition as show specified, are declared to be to much additional rent, and to be payable with the next installment of rent due hereunder.

- 9. Leaser will furnish Lesser, from October 1st to May 1st, host when accessary for the purpose for which said premises are lessed. from 8:00 o'clock A.M. to 5:30 o'clock P.M., except Seterdays after 1:D o'clock P.M., burdeys, and legal helidays. Lesses that have use of stevators in continon with order toman daily (except Seturdays after 1:00 o'clock P.M., 3 undays, and holidays) during said hours, lesses that he be under for fellowing the story of the broaking down of machinery or equipment or by strikes, northwest, uneworldable delays, or causes beyond the dealing of Lesser.
- 10. Linear will allow Lance from across to the Premiers for the purpose of examining or salibilities the same, or to make any needful repairs, or afterations thereof which Lessoy may see fit to make and will allow there placed upon the Premiers at all times notice of "Fer Sale" and "To Rent", and will not interface will the same.
- 11. If Lessee shall abandon or vacuus the Promises, or if Lessee's right to occupy the Promises be terminound by Lessee by reason of Lessee's begann of any of the Covenants herein, the same may be re-let by Lessee's for two most and upon such terms as Lessee may down its subject to Hithole statute; and if a sufficient and shall not those or realized monthly, after paying the expenses of such re-letting and collecting to satisfy the ten hereby reserved. Lesse agrees to satisfy and pay all deficiency monthly during the remaining period of this lesse.
- 13. There shall not be all med, kept, or used on the Premises any laftammable or supletive liquide or materials save such as may be necessary for use in the business of the Lastee, and in such case, any such ash stances shall be delivered in amount, and stored, and used, in secondates with the rules of the applicable Boan of Underwriters and statutes and ordinary), now or becauter in force.
- Id. If define he made in the payment of the shore ment or any pain thereof, or in any of the coverants begin in contained to be kept by the I aron, it shall be lawful for Lessor at any time thereafter at this election, without notice, to declars said trive orders, and to remove Lesses, or any pain thereof, with or (to the extent permitted by law) without practs of law, and to remove Lesses, or any periode occupying the same, without projudies to any remodes which might otherwise be used for arrears of rent, and Lessor shall have, at all times, the right to distrair for cent due, and shall have a valid and first lies upon all personal property which Lesser row owns, or may bereafter dequire, or have an interest in whether example by law or not, as security for payment of the reas herein reserved.
- 13. Leaves does hereby irrovocusby constitute any officers of any. Court of Record in any State of the United States, attorney for him and in his same, from time in they, to work the issuence of process are service thereof, to waive trial by jury, to confess judgment in favor of "extor, his heles, executors, administrators, successors or syntym, and against Leaves, for the amount of their which may be in ablently by virtue of the amount of their analysis of a patient by virtue of the about the entry of said judgment, and for said purposes to file in said court his cognovit thereof, and to make an agreement in said cognovit, or alsowhere, waiving and releasing all errors which may intervene in any such puscessing, and average and releasing all right of appeal and right to writ or error, and consenting to go immediate execution upon such judgment. If there is more than one leases that war, error of altorney is given jointly and severally, and final authority the shirty of appearance of, waiver at leases or process and trial by tary by and conference of and final one or more of such leases, and shall authority the shirty of appearance of, waiver at leases or process and trial is they are an analysis of the power conferred by the gamptaph is a continuing power, and may be carefulled as frequently as occasion may require.)
- It. In case the Premises shall be readered untemplable by fire, or other enquelty, Lexior may, at his notion, terminate this tease, or rapair the Primites within slavy thiss, and failing so to do, or upon the destruction of said Premises by fire or other enqualty, the term bereby created shall ease and determine.
- 17. Leases will pay and discharge all reasonable costs, alteracy's fees and expenses that may be incurred by Leases, in authorating the community and agreements of this lease, and this lease and all downords and agreements herein contained shall be binding upon, apply, and there to their respective here, executors, administrators, and essigns of all parties to this lease.

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be considered as if feminine or neuter prone ins r r words indicating the plans number had been used, where the content indicates the propriety of such use.
Where to this inserument rights are given to inter Lessor or Lesson, south rights shall exceed to the agence, amployees, or representatives of such persons.
If this instrument is executed by a composation west area with the
This issue consists ofpages numbered to, including a rider consisting ofpages.
IN TRATIMONY WHEREOF, the parties hereto have executed this day and year first above wellion.
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