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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is made and delivered as of the 6th day of December, 1999, by 832 W. SUPERIOR LLC, a Delaware limited liability company ("Borrower"), to and for the benefit of LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

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RECITALS:

A. Lender has agreed to loan to Borrower the principal amount of \$1,063,025.00 (the "Loan"). Borrower is executing a certain Mortgage Note of even date herewith (the "Note") payable to the order of Lender to evidence the Loan.

B. A condition precedent to Lender's extension of the Loan to Borrower is the execution and delivery by Borrower of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage of even date herewith by Borrower for the benefit of Lender (the "Mortgage"). All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Mortgage or any other Loan Document.

This instrument was prepared by and, after recording, return to:

Schwartz, Cooper, Greenberger & Krauss,
Chartered
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601
Attn: Mark Buttermann, Esq.

Permanent Real Estate Tax Index Nos.:

17-08-209-014-0000

Common Address:

832 W. Superior
Chicago, Illinois

BOX 333-CTT

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(e) Borrower shall not modify the terms and provisions of that certain Office Lease dated December 6, 1999, between Borrower and WynWyn.com, Inc., a Delaware corporation, being the sole member of Borrower ("WynWyn Lease," a copy of which is attached hereto as Exhibit B), nor shall Borrower give any consent or approval, required or permitted by such terms and provisions or cancel or terminate the WynWyn Leases;

(d) Borrower shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder;

(c) Borrower shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(b) Borrower shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Borrower shall not do or suffer to be done anything to impair the security thereof. Borrower shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to any tenant termination or cancellation of any Lease, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(a) Borrower shall not lease any portion of the Premises unless Borrower obtains Lender's prior written consent to all aspects of such lease which consent shall be deemed given if Lender fails to notify Borrower that Lender's consent is being withheld within ten business days after the loan officer of Lender with primary responsibility for administering the Loan has received (i) Borrower's request for consent (which request, to be effective, shall specifically refer to the ten day deemed consent provision of this subsection) and (ii) all other information reasonably necessary for Lender to adequately evaluate such request (including, without limitation, a copy of the proposed lease, credit information regarding the proposed tenant and a statement of the leasing commissions, tenant improvement costs, tenant incentives and other costs and expenses to be incurred in connection with such lease);

4. Covenants of Borrower. Borrower covenants and agrees that so long as this Assignment shall be in effect:

(e) There are no defaults under any Leases.

(d) Borrower has not executed any instrument or performed any act which may prevent Lender from operating under any of the terms and provisions hereof or which would limit Lender in such operation; and

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- (f) Borrower shall not accept a surrender of the WynWyn Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under the WynWyn Lease or of any interest in the WynWyn Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, the tenant thereunder;
- (g) Borrower shall not waive or excuse the obligation to pay rent under any Lease;
- (h) Borrower shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Lender, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Lender may appear;
- (i) Borrower shall give prompt notice to Lender of any notice of any default on the part of the Lessor with respect to any Lease received from any tenant or guarantor thereunder;
- (j) Borrower shall enforce the observance and performance of each material covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Lender of any breach by the tenant or guarantor under such Lease of the same;
- (k) Borrower shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;
- (l) Borrower shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Lender as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by Lender under such Lease unless such sums have actually been received in cash by Lender as security for tenant's performance under such Lease;
- (m) Borrower shall furnish to Lender, within ten days after a request by Lender to do so, a written statement containing the names of all tenants and subtenants of the Premises, or any part thereof; and
- (n) In the event that WynWyn is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the WynWyn Lease assigned hereby, Borrower covenants and agrees that if the WynWyn

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Lender, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Borrower, without regard to the adequacy of the security for the obligations secured hereby, without releasing Borrower or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach of Borrower of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Note, Mortgage or the other Loan Documents.

5. **Rights Prior to Default.** So long as an Event of Default (as defined in Paragraph 6) has not occurred, Lender shall not demand from tenants under the Leases or any other person liable thereunder any of the rents, issues, income and profits assigned hereunder (collectively, the "Rents"), and Borrower shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all Rents assigned hereunder, and to retain, use and enjoy the same. Lender shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time. Immediately upon the occurrence of an Event of Default, all of Borrower's rights in or to the Rents shall, to the maximum extent permitted by law, immediately terminate and all of the Rents (wherever located and in whoever's possession or control) shall be immediately paid over to Lender. **ALL THIRD PARTIES ARE HEREBY EXPRESSLY PUT ON NOTICE OF THE PROVISIONS OF THE PREVIOUS SENTENCE AND SHALL BE REQUIRED TO TURN OVER TO LENDER, UPON DEMAND, ALL MONIES RECEIVED WHICH CONSTITUTE RENTS HELD BY OR PAID TO ANY THIRD PARTY AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT, EXCEPTING ONLY RENTS PAID TO THIRD PARTIES NOT AFFILIATED WITH BORROWER IN EXCHANGE FOR SERVICES RENDERED AND APPROVED BY LENDER WITH RESPECT TO THE OPERATION OF THE PREMISES IN THE ORDINARY COURSE OF BUSINESS.** Notwithstanding the foregoing or any other provisions of this Assignment to the contrary, the provisions hereof are not intended to limit in any way any provisions of the Mortgage or any of the other Loan Documents requiring the deposit of the Rents into a lock-box or other similar arrangement.

Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of the WynWyn Lease will be made payable both to Borrower and Lender. Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below.

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(a) First, to reimburse Lender for all of the following expenses, together with court costs and reasonable attorneys' fees and including interest thereon at the Default Rate: (i) taking and retaining possession of the Premises; (ii) managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Lender may deem necessary and proper; (iii) operating and maintaining the Premises, including without limitation, payment of taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance required under the Mortgage or any of the other Loan Documents; and (iv) the cost of all alterations, renovations, repairs or replacements of or to the Premises which Lender may deem necessary and proper.

8. **Application of Proceeds.** All sums collected and received by Lender out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied as follows:

(d) Make any payment or do any act required herein of Borrower in such manner and to such extent as Lender may deem necessary, and any amount so paid by Lender shall become immediately due and payable by Borrower with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Lender, without proof of default hereunder, upon receipt from Lender of written notice to thereafter pay all such rents and other amounts to Lender and to comply with any notice or demand by Lender for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Borrower shall facilitate in all reasonable ways Lender's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Lender; and

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Lender may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Lender deems necessary or proper;

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

9. Limitation of Lender's Liability. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Premises or from any other act or omission of Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Lender shall not be obligated to observe, perform or discharge, nor does Lender hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Borrower under or by reason of this Assignment. Borrower shall and does hereby agree to indemnify, defend (using counsel satisfactory to Lender) and hold Lender harmless from and against any and all liability, loss or damage which Lender may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Lender incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Borrower with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Lender for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth

- (g) Seventh, any balance remaining to Borrower, its respective legal representatives, successors and assigns or to such other parties which may be legally entitled thereto.
- (f) Sixth, to payment of the unpaid principal balance of the Note and any and all other amounts due thereunder or under the other Loan Documents; and
- (e) Fifth, to the payment of all accrued and unpaid interest under the Note; Rate
- (d) Fourth, to reimburse Lender for all other sums expended or advanced by Lender pursuant to the terms and provisions of or constituting additional indebtedness under any of the other Loan Documents, together with interest thereon at the Default Rate;
- (c) Third, to reimburse Lender for all other sums with respect to which Lender is indemnified pursuant to Paragraph 9 below, together with interest thereon at the Default Rate;
- (b) Second, to reimburse Lender for all sums expended by Lender pursuant to Paragraph 7(d) above, together with interest thereon at the Default Rate;

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- herein or in the Mortgage, and no exercise by Lender of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Lender a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereof or of the Mortgage.
- 10. No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Lender under the terms and provisions of such instruments, and Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 11. Further Assurances.** Borrower shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Lender may designate) and shall do or cause to be done such further acts, as Lender may request, in order to permit Lender to perfect, protect, preserve and maintain the assignment made to Lender by this Assignment.
- 12. Security Deposits.** Borrower hereby acknowledges that Lender has not received any security deposited by any tenant pursuant to the terms of the Leases and that Lender assumes no responsibility or liability for any security so deposited.
- 13. Severability.** In the event that any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Lender and Borrower shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.
- 14. Benefit.** This Assignment is binding upon Borrower and its legal representatives, successors and assigns, and the rights, powers and remedies of Lender under this Assignment shall inure to the benefit of Lender and its successors and assigns.
- 15. Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Borrower and Lender at the time of such amendment, modification or supplement.

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20. JURISDICTION AND VENUE. BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY BORROWER AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF LENDER INITIATES SUCH ACTION, ANY COURT IN WHICH LENDER SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. BORROWER HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY LENDER IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO BORROWER AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS ASSIGNMENT. BORROWER WAIVES ANY CLAIM THAT CHICAGO, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD BORROWER, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, BORROWER SHALL BE DEEMED IN DEFAULT

19. WAIVER OF RIGHT TO JURY TRIAL. LENDER AND BORROWER ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES AND THEREFORE, THE PARTIES AGREE THAT ANY COURT PROCEEDING ARISING OUT OF ANY SUCH CONTROVERSY WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

18. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Borrower and Lender, as the case may be, as specified in the Mortgage.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

16. Duration. This Assignment shall become null and void at such time as Borrower shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

Property of Cook County Clerk's Office

T:\13151\30799\Assignment of Rents and Leases v2.wpd

832 W. SUPERIOR LLC, a Delaware limited liability company

By: WYNWYN.COM INC., a Delaware corporation, being its sole member

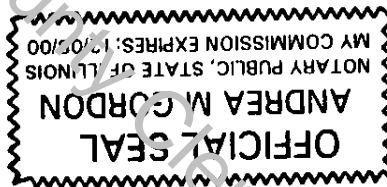
By: *[Signature]*

Title: _____

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

AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY LENDER AGAINST
 BORROWER AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS,
 COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR
 BORROWER SET FORTH IN THIS PARAGRAPH SHALL NOT BE DEEMED TO
 PRECLUDE THE ENFORCEMENT, BY LENDER, OF ANY JUDGMENT OBTAINED
 IN ANY OTHER FORUM OR THE TAKING, BY LENDER, OF ANY ACTION TO
 ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND
 BORROWER HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY
 ATTACK ANY SUCH JUDGMENT OR ACTION.

Property of Cook County Clerk's Office



(SEAL)

NOTARY PUBLIC

Andrea M. Gordon

GIVEN under my hand and notarial seal, this 10th day of December, 1999

I, Andrea M. Gordon, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Kenneth Glowacki, the CEO of WynWyn.com, Inc., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such CEO, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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Illinois.
Section 8, Township 39 North, Range 14, east of the Third Principal Meridian in Cook County,
9, 10, 11, 14, 15 and 16 of Assessor's Division of the north east 1/4 of the south east 1/4 of
Lots 24, 25 and 26 in Block 6 in Ridgley's Addition to Chicago, being a subdivision of Blocks 5,

Legal Description of Premises

EXHIBIT A

Dec. 2, 1999 12:23PM BUTLER RUBIN

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No. 5361 P. 2/12

GEORGE E. COLE*
LEGAL FORMS

No. 888-REC
January 1995

OFFICE LEASE

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

DATE OF LEASE	TERM OF LEASE	
	BEGINNING	ENDING
Dec. <u>6</u> , 1999	Dec. <u>6</u> , 1999	Dec. 31, 2004
MONTHLY RENT		
\$ <u>8,800</u> (triple net) plus taxes, insurance, utilities and repairs and maintenance		
LOCATION OF PREMISES		
832 W. Superior Street Chicago, IL 60622		
PURPOSE		
General Office and Related Uses		

Above Space for Recorder's Use Only

LESSEE

NAME • WynWyn.com, Inc.
ADDRESS • 832 W. Superior Street
Chicago, IL 60622
CITY •

LESSOR

NAME • 832 W. Superior LLC
ADDRESS • 832 W. Superior Street
Chicago, IL 60622
CITY •

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In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

LEASE COVENANTS AND AGREEMENTS

- 1. RENT.** Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing. *
- 2. HEAT; NON-LIABILITY OF LESSOR.** Lessor will at all reasonable hours during each day and evening, from October 1 to May 1 during the term, when required by the season, furnish at his own expense heat for the heating apparatus in the demised

Lessee's

* This Lease is what is commonly called a "triple net lease", it being understood and agreed that Lessee shall be responsible for payment of all real estate taxes and assessments, insurance premiums, utilities charges, and costs of

Dec. 2, 1999 12:23 PM

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No. 5361 P. 3/12

Lessee

- premises, except when prevented by accidents and unavoidable delays, provided, however, that except as provided by Illinois statute, the Lessor shall not be held liable in damages on account of any personal injury or loss occasioned by the failure of the heating apparatus to heat the Premises sufficiently, by any leakage or breakage of the pipes, by any defect in the electric wiring, elevator apparatus and service thereof, or by reason of any other defect, latent or patent, in, around or about the said building.
3. **HALLS.** Lessee will cause the halls, corridors and other parts of the building adjacent to the Premises to be lighted, cleaned and generally cared for, accidents and unavoidable delays excepted.
4. **RULES AND REGULATIONS.** ~~The rules and regulations at the end of this Lease constitute a part of this Lease.~~ Lessee shall observe and comply with ~~them, and also with~~ such ~~other~~ reasonable rules and regulations as may ~~also~~ be required by Lessor for the necessary, proper and orderly care of the Building in which Premises are located.
5. **ASSIGNMENT; SUBLETTING.** Lessee shall neither sublet the Premises or any part thereof nor assign this Lease nor permit by any act or default any transfer of Lessee's interest by operation of law, nor offer the Premises or any part thereof for lease or sublease, nor permit the use thereof for any purpose other than as above mentioned, without in each case the written consent of Lessor.
6. **SURRENDER OF PREMISES.** Lessee shall quit and surrender the Premises at the end of the term in as good condition as the reasonable use thereof will permit, with all keys thereto, and shall not make any alterations in the Premises without the written consent of Lessor; and alterations which may be made by either party hereto upon the Premises, except movable furniture and fixtures put in at the expense of Lessee, shall be the property of Lessor, and shall remain upon and be surrendered with the Premises as a part thereof at the termination of this lease.
7. **NO WASTE OR MISUSE.** Lessee shall restore the Premises to Lessor, with glass of like kind and quality in the several doors and windows thereof, entire and unbroken, as is now therein, and will not allow any waste of the water or misuse or neglect the water or light fixtures on the Premises, and will pay all damages to the Premises as well as all other damage to other tenants of the Building, caused by such waste or misuse.
8. **TERMINATION; ABANDONMENT; RE-ENTRY; RELETTING.** At the termination of this lease, by lapse of time or otherwise, Lessee agrees to yield up immediate and peaceful possession to Lessor, and failing so to do, to pay as liquidated damages, for the whole time such possession is withheld, the sum of 300.00 Dollars per day, and it shall be lawful for the Lessor or his legal representative at any time thereafter, without notice, to re-enter the Premises or any part thereof, either with or (to the extent permitted by law) without process of law, and to expel, remove and put out the Lessee or any person or persons occupying the same, using such force as may be necessary so to do and to repossess and enjoy the Premises again as before this lease, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants; or in case the Premises shall be abandoned, deserted, or vacated, and remain unoccupied five days consecutively, the Lessee hereby authorizes and requests the Lessor as Lessee's agent to re-enter the Premises and remove all articles found therein, place them in some regular warehouse or other suitable storage place, at the cost and expense of Lessee, and proceed to re-rent the Premises at the Lessor's option and discretion and apply all money so received after paying the expenses of such removal toward the rent accruing under this lease. This request shall not in any way be construed as requiring any compliance therewith on the part of the Lessor, except as required by Illinois statute. If the Lessee shall fail to pay the rent at the times, place and in the manner above provided, and the same shall remain unpaid five days after the day whereon the same should be paid, the Lessor by reason thereof shall be authorized to declare the term ended, and the Lessee hereby expressly waives all right or rights to any notice or demand under any statute of the state relative to forcible entry or detainer or landlord and tenant, and agrees that the Lessor, his agents or assigns may begin suit for possession or rent without notice or demand.
9. **REMOVED PROPERTY.** In the event of re-entry and removal of the articles found on the Premises as hereinbefore provided, the Lessee hereby authorizes and requests the Lessor to sell the same at public or private sale with or without notice, and the proceeds thereof, after paying the expenses of removal, storage and sale to apply towards the rent reserved herein, rendering the overplus, if any, to Lessee upon demand.
10. **LESSOR NOT LIABLE.** Except as provided by Illinois statute, the Lessor shall not be liable for any loss of property or defects in the Building or in the Premises, or any accidental damages to the person or property of the Lessee in or about the Building or the Premises, from water, rain or snow which may leak into, issue or flow from any part of the Building or the Premises, or from the pipes or plumbing works of the same. The Lessee hereby covenants and agrees to make no claim for any such loss or damage at any time. The Lessor shall not be liable for any loss or damage of or to any property placed in any storeroom or storage place in the Building, such storeroom or storage place being furnished gratuitously, and no part of the obligations of this lease.

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No. 5361 P. 4/12

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11. KEEP PREMISES IN REPAIR. Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

12. CONFESSION OF JUDGMENT. If default be made in the payment of rent, or any installment thereof, as herein provided, Lessee hereby irrevocably constitutes any attorney of any Court of Record in this State, attorney for Lessee and in Lessee's name, from time to time, to enter the appearance of Lessee, to waive the issuance of process and service thereof, to waive trial by jury, and to confess judgment in favor of Lessor against Lessee for the amount of rent which may be then due hereunder, together with costs of suit and a reasonable sum for plaintiff's attorney's fees in or about the entry of such judgment, and to waive and release all errors and right of appeal from any such judgment, and to consent to an immediate execution thereon.

13. PLURALS; SUCCESSORS. The words "Lessor" and "Lessee" wherever used in this lease shall be construed to mean Lessors or Lessees in all cases where there is more than one Lessor or Lessee, and to apply to individuals, male or female, or to firms or corporations, as the same may be described as Lessor or Lessee herein, and the necessary grammatical changes shall be assumed in each case as though fully expressed. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Lessor and Lessee and their respective heirs, legal representatives, successors and assigns.

WITNESS the hands and seals of the parties hereto, as of the Date of Lease stated above.

Please print or type name(s) below signature(s).

LESSEE:

LESSOR:

WYNWYN.COM, INC.

822 W. SUPERIOR LLC

By:

[Signature]

(SEAL)

By:

Wynwyn.com Inc, member

(SEAL)

By:

[Signature]

(SEAL)

Title:

CFO

(SEAL)

Title:

CFO

(SEAL)

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