

89465129

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that American National Bank and Trust Company of Chicago, a national banking association of 33 North LaSalle Street, Chicago, Illinois 60690, not personally but as Trustee under a deed or deeds in trust delivered in pursuance of a Trust Agreement dated as of February 22, 1988 and known as Trust Number 104732-05 (the "Trustee") and Brick & Mortar Limited Partnership, an Illinois limited partnership of 725 Landwehr Road, Northbrook, Illinois 60062 (the "Beneficiary", the Trustee and Beneficiary being hereinafter collectively referred to as "Assignors"), in consideration of the sum of Ten Dollars and other good and valuable considerations, 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 of 111 West Monroe Street, Chicago, Illinois (hereinafter referred to as the "Assignee"), all right, title and interest of the 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 the Assignors or any of them may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including, without limitation, that certain Lease dated August 23, 1989 by and between Beneficiary, as Lessor and Euromarket Designs, Inc., as Lessee, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain 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 or against guarantors of the obligations of lessees and obligors under the Leases.

\$21.00

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 that certain promissory note of the Trustee bearing even date herewith payable on demand to the order of the Assignee in the face principal sum of \$19,000,000 and any notes issued in extension or renewal thereof or in substitution

Maid To:
 This Instrument Prepared By: **BOX 333-GG**

Debra S. Clark
 111 West Monroe Street
 Chicago, Illinois 60603

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72-22-975-23

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therefore (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Construction Mortgage and Security Agreement with Assignment of Rents bearing even date herewith from the Trustee to the Assignee (the "Mortgage"), conveying and mortgaging the premises as security for the Note and any and all other indebtedness intended to be secured thereby or in that certain Construction Loan Agreement bearing even date herewith by and among the Trustee, the Beneficiary and the Assignee (the "Loan Agreement"), (iii) the performance of all obligations, covenants, promises and agreements of the Trustee or the Beneficiary contained in any loan or other agreements securing the loan evidenced by the Note or providing collateral security therefore, and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security therefore, including this Assignment (the Note and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii) and (iv) above being hereinafter collectively referred to as the "indebtedness hereby secured").

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

The Beneficiary warrants to the Assignee that the Assignors have good right to make this Assignment and that the 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.

This Assignment includes and establishes a present absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the premises, but so long as no event of default shall exist under the Note, the Loan Agreement or the Mortgage, the Assignors shall have the right and license to collect, use and enjoy all rents and other sums due or

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to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance.

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

Without limiting any legal rights of the 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 default under said Mortgage, the Assignee may, at its option, (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 and with or without process of law, enter upon, take, and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignors, their agents or servants, therefrom and hold, operate, manage and control the premises, and at the expense of the premises, 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 said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignors or either of them to cancel the same and in every such case have the right to manage and operate the said premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the premises, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignors arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

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(a) to the payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the premises; and

(c) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the premises.

The Assignors hereby further covenant that the Assignors will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively 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 any of them to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignors covenant and agree 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, not to further assign or encumber their rights under the Leases or their rights to the rents or other sums due or to become due thereunder and not 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 written consent of Assignee. Assignors further covenant and agree not to amend, modify or terminate any of the Leases except as provided in Section 3.13 of the Loan Agreement. Assignors further covenant and agree that they will, at the request of Assignee, submit executed Leases to Assignee.

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The acceptance by the 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 the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord 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 its willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate (as defined in the Loan Agreement), shall be secured by this Assignment and by the Mortgage, and the Assignors shall reimburse the Assignee therefore immediately upon demand, Assignors obligation to so pay to survive payment of the indebtedness hereby secured and the release of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Note, Mortgage 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 do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the 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 under the terms hereof.

Nothing herein shall in any manner impair or alter the demand nature of any indebtedness hereby secured expressed to be payable upon demand. Assignors acknowledge and agree that the Assignee, upon demanding payment of any indebtedness hereby secured expressed to be payable on demand, shall upon so doing be entitled to invoke the remedies upon default provided for herein, in the Mortgage and by applicable law.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the

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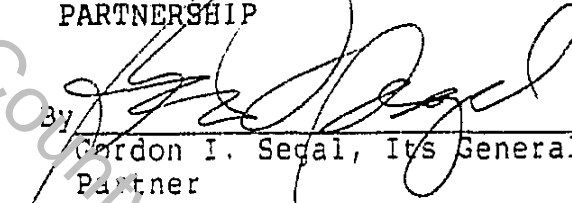
filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

Recourse to the assets of the general partners of the Beneficiary is limited pursuant to Section 10.16 of the Loan Agreement and this Agreement is expressly subject to such limitations.

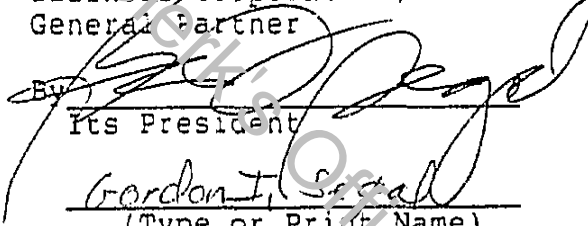
This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and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

DATED as of this 23rd day of August, 1989.

BRICK & MORTAR LIMITED
PARTNERSHIP

By 
Gordon I. Segal, Its General
Partner

By 646 Michigan, Ltd., an
Illinois Corporation, Its
General Partner

By 
Its President

Gordon I. Segal
(Type or Print Name)

(SEAL)

ATTEST:


Its Secretary

Michael J. Freed
(Type or Print Name)

COOK COUNTY, ILLINOIS

2025-08-23 14:08

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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 VP, and its corporate seal to be hereunto affixed and attested by its Asst Secy, as of the day and year last above written.

AMERICAN NATIONAL BANK AND
TRUST OF CHICAGO, as Trustee
as Aforesaid and Not
Personally

By [Signature]
Its VP

J. M. Wheeler
Type or Print Name

(SEAL)

ATTEST:

[Signature]
Its ASSISTANT SECRETARY

Suzanne Goldstein Baker

Type or Print Name

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SCHEDULE I

LEGAL DESCRIPTION

That certain property, located in the City of Chicago, Cook County, Illinois, more particularly described as follows:

THE NORTHEAST QUARTER (EXCEPT THE EAST 75 FEET THEREOF TAKEN FOR WIDENING NORTH MICHIGAN AVENUE) OF BLOCK 34 IN KINZIE'S ADDITION TO CHICAGO, SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 646 North Michigan Avenue, Chicago, Illinois

P.I.N.: 17-10-113-003-0000

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KULA DAVIDSON, a Notary Public, in
and for said County, in the State aforesaid, do hereby certify
that J. MICHAEL WHELAN, VICE PRESIDENT of
American National Bank and Trust Company of Chicago, and
Suzanne Goldstein Baker, _____ of said Bank, who
are personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such
VICE PRESIDENT and _____, respectively,
appeared before me this day in person and acknowledged that they
signed and delivered the said instrument as their own free and
voluntary act and as the free and voluntary act of said Bank, as
Trustee as aforesaid, for the uses and purposes therein set
forth; and the said _____ then and there acknowledged
that he, as custodian of the corporate seal of said Bank, did
affix the corporate seal of said Bank to said instrument as his
own free and voluntary act and as the free and voluntary act of
said Bank as Trustee as aforesaid, for the uses and purposes
therein set forth.

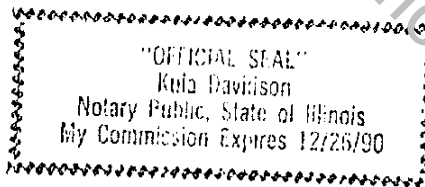
GIVEN under my hand and notarial seal this AUG 31 1989
day _____, 1989.

Kula Davidson
Notary Public

(SEAL)

(Type or Print Name)

My Commission Expires:



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Maribeth Robinson, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gordon I. Segal, General Partner of Brick & Mortar Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner 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 and deed of said partnership for the uses and purposes therein set forth.

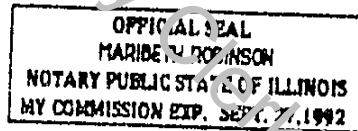
Given under my hand and notarial seal, this 23^d day of August, 1989.

Maribeth Robinson
Notary Public

Maribeth Robinson
(Type or Print Name)

(SEAL)

Commission Expires:



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COOK COUNTY CLERK
JANUARY 1, 2010
RECEIVED FROM THE CLERK OF THE
COURT OF COMMON PLEAS

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Maribeth Robinson, a Notary Public in and for said county in the State aforesaid, do hereby certify that Gordon I. Segal, President of 646 Michigan, Ltd., an Illinois corporation, said corporation being a partner of Brick & Mortar Limited Partnership, an Illinois limited partnership, and Michael A. Freed, Secretary of said corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the same instrument as their own free and voluntary act and as the free and voluntary act and deed of said corporation and said partnership, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to 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.

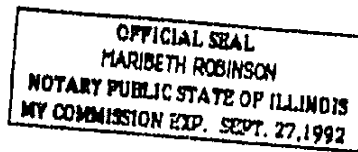
Given under my hand and notarial seal, this 23rd day of August, 1989.

Maribeth Robinson
Notary Public

Maribeth Robinson
(Type or Print Name)

(SEAL)

Commission expires:



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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.4000 FAX: 312.603.4001
WWW.COOKCOUNTYCLERK.COM