PREPARED BY:/ MAIL TO:

Allen C. Wesolowski Martin & Karcazes, Ltd. 30 N. LaSalle Suite 4020 Chicago, IL 60602

COLLATERAL ASSIGNMENT OF LANDLORD'S INTEREST IN LEASE 97164910

DEPT-01 RECORDING

\$37.0

T#8012 TRAN 4288 03/11/97 12:41:00

\$1407 + CG *-97-164910

COOK COUNTY RECORDER

THIS ACREEMENT, made as of the 27th day of February, 1997, by WINDY CITY PACCERTIES, INC. (hereinafter called the "Landlord"); MEFFOPOLITAN BAYK AND TRUST COMPANY, an Illinois Banking Corporation (hereinafter called the "Lender"); and conscited to by AURA LAMP AND LIGHTING, INC. (hereinafter called the "Tenant").

WITE SSETH:

WHEREAS, by Lease executed by Landlord and Tenant dated

"Except 12. 1997 (hereinafter called the "Lease"), Landlord has
leased to Tenant that parcel of real property situated in the City
of Chicago, County of Cook, State of Illinois, Legally described in
Exhibit "A" attached hereto and hereby made a part hereof and
commonly known as 4525 W. Grenshaw, Chicago, Illinois, said parcel
of real property, together with all buildings; executives,
improvements and fixtures now or hereafter located thereon are
hereafter referred to as the "Leased Premises"; and

WHEREAS, Landlord has executed and delivered to Lender a Note (hereinafter called the "Note") dated February 27, 1997, in the principal amount of \$103,000.00, together with interest payable monthly at the rate shown therein, payable to the order of Lender; and

BOX 333-CTI

WHEREAS, Landlord desires to assign to Lender all of Landlord's right, title, and interest in the estate created by the Lease, as collateral for the payment of the foregoing Note.

NOW, THEREFORE, in consideration of the loan by Lender to Landlord, the use of the proceeds as described herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Lender all of Landlord's rights, title, and interest in the estate created by the Lease, including without limitation all of Landlord's rights to receive rents as Landlord of the Leased Premises.

This Assignment is given as security for (i) the payment of the principal, increat, and premium, if any, at any time due pursuant to the Note, (ii) payments of all sums, with interest thereon, secured by or becoming payable to Lender under, and all costs and expenses incurred by Lender under the Note, and (iii) performance of each obligation, covenent, condition, and agreement of the Landlord contained herein or in the Note. This Assignment is given as security in addition to the security of the Mortgage on the real estate and not as a part of the security of said Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage. The Lender shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Lender may exercise the

security hereof and of the Mortgage concurrently or independently and in any order or preference.

- 2. Until all indebtedness of Landlord to Lender becoming due under the Note is fully satisfied and Lender delivers to Landlord an assignment and release of all rights hereunder, Landlord agrees to perform all of its obligations under said Lease that may be required to keep said Lease in full force and effect.
- Landlord agrees that it shall not amend, modify, cancel, terminate or assign the Lease for any cause whatever, or agree to any waiver of the terms thereof without the prior written consent of Lender being first obtained.
- 4. Landlord warrants to Lender that all obligations of Landlord heretofore arising under the Lease have been performed, and covenants and agrees to perform all obligations, covenants, conditions, and agreements arising rereafter under the Lease, in such manner as to give Tenant no cause or grounds for terminating the Lease.
- whether caused or claimed to be caused by Tenant or the Landlord, Tenant and Landlord shall promptly notify Lender tecreof in writing. Should any such default occur or should Tenant or Landlord fail to do any act as herein provided or in any way default in any of the terms and conditions hereof, then Lender, but without obligation to do so, and without notice to or demand on Tenant or Landlord, and without releasing Landlord from any obligation herein or in the Note, Mortgage or Lease may, but shall

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not be obligated to, make or do the same and correct any such default in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and also the right to perform and discharge each and every obligation, covenant, condition, and agreement of Landlord contained in the Lease.

- or management of the Leased Premises or for the carrying out of any of the terms and conditions of the Lease on Landlord's part to be performed. Lender shall not be responsible for any waste committed on the Leased Fremises by Landlord or Tenant, and Lender shall not be liable by reason of any damperous or defective conditions of the Leased Premises resulting in damages, loss, injury or death to any person or property.
- Assignment shall be deemed to have occurred (2) after default in payment of any installment of principal or of incerest on the Note after the same shall become due; (b) upon any event of default under and as defined in the Lease or any terminative, however caused, of the Lease prior to the expiration of the term of the Lease or of any extension thereof then in effect; or (c) after any other event of default under the Mortgage (including any default in the performance of Landlord's obligations under this Agreement subject to the notice and rights to cure provisions set forth in the Mortgage, Note, and Lease), each of which events of default is

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hereby incorporated herein by reference as if each such event of default were set forth herein.

- 8. Upon the occurrence of an event of default under this Assignment, the entire principal sum of Landlord's indebtedness to Lender under the Note shall, together with interest, become due, at the option of Lender, and Lender shall have all rights and remedies available at low or in equity.
- by the Lender, any and all instruments requested by the Lender to carry this Assignment into effect or to accomplish any other purposes deemed by the Lender to be reasonably necessary or appropriate in connection with this Assignment.
- all sums reasonably expended by, and all indebtedness incurred by Lender under the authority of this Agreement, together with interest thereon at the rate in effect according to the terms of the Note, or the highest rate permitted by law, whichever is lower, and the same shall be added to the sums secure; hereby and by the Mortgage.
- ii. This Assignment shall be binding upon the successors and assigns of the parties hereto. Lender shall have the right to assign all or any part of its interest under this Assignment at any time in connection with any transfer of the Note evidencing Landlord's indebtedness to Lender which is secured hereby.
- 12. In the event the Lender, or any purchaser at a Foreclosure Sale, acquires the leasehold interest in and to the

Leased Premises pursuant to the exercise of any remedy provided for in the Mortgage or otherwise, Tenant agrees to attorn to the Lender, or to such other purchaser, as its new Landlord and the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

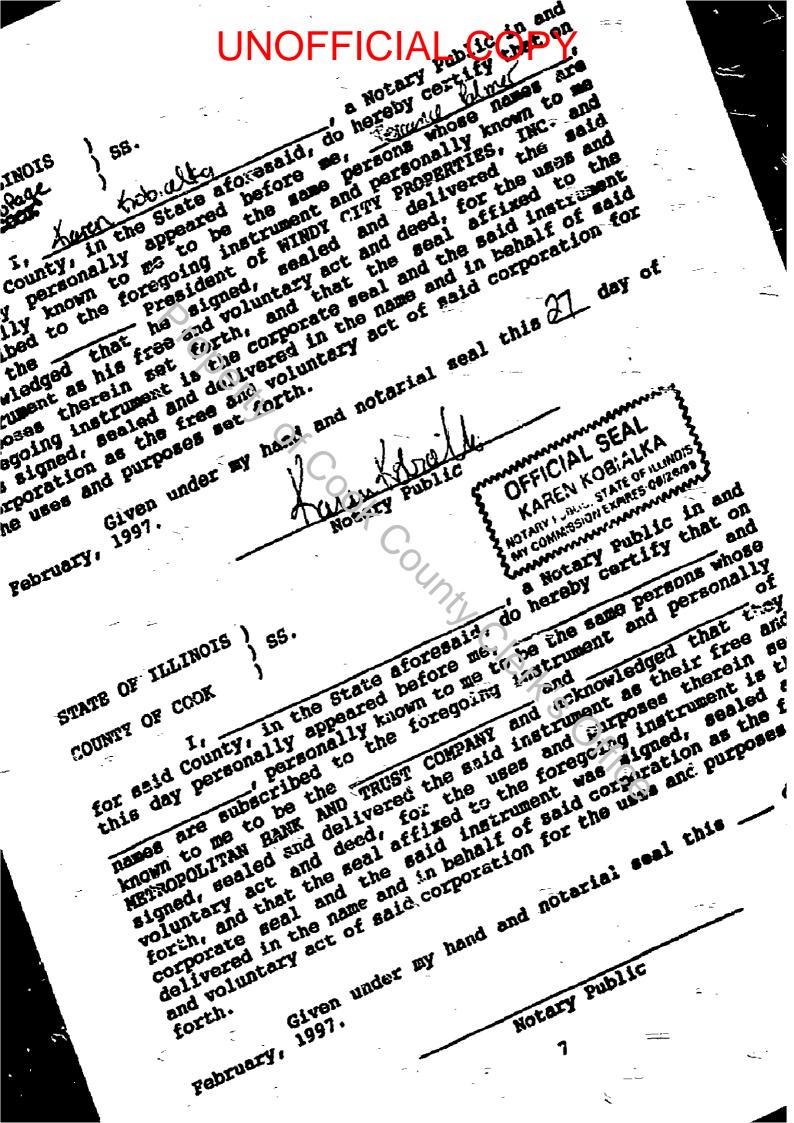
WINDY CITY PROPERTIES, INC.,

LANDLORD-ASSIGNOR-

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STOP OF COOL METROPOLITAN BANK AND TRUST COMPANY.

LAMP AND LIGHTING, INC.,



COUNTY OF Wage }

for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, from the same personally known to me to be the same personally known to me to be the president of AURA LAMP AND LIGHTING, INC. and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed and delivered in the name and in behalf of said corporation as the free and voluntary act of said corporation for the uses and purposes set forth.

Given where my hand and notarial seal this $\frac{\partial 7}{\partial 1}$ day of February, 1997.

Notary Public

OFFICIAL SEAL
KAREN KOBIALKA
NOTARY INBLID, STATE OF ILLINOIS
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10/45 OFFICE

Exhibit A

LEGAL DESCRIPTION

LOTS 1 THROUGH 16, INCLUSIVE, IN SLOCK 4 IN D.S. PLACES 3RD ADDITION TO CRICAGO, REING A SUBDIVISION OF THE SERT 1/2 OF THE SOUTHWRST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, MAST OF THE TRING PRINCIPAL HERIDIAN, LYING SOUTH OF THE CHICAGO AND GREAT WESTERN RATIROAD (EXCEPT THE WEST 33 PRET THEREOF), IN COCK COCKTY, ILLINOIS.

16-15-328-001; 16-15-328-002; 16-15-328-003; 16-15-326-004; 16-18-328-005; 16-15-328-006; 16-15-328-006; 16-15-328-010; 16-15-328-011; 16-15-328-012; 16-15-328-014; 16-15-328-015; 16-15-328-016 Signal 452.

Obolitis Of Cook County Clork's Office

Common Address: 4525 W. Grenshaw, Chicago, Illinois.