

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



Ned S. Robertson  
Aronberg Goldgehn Davis &  
Garmisa  
One IBM Plaza - Suite 3000  
Chicago, Illinois 60611

Common address:  
1424-1428 E. 53rd Street  
Chicago, Illinois

Permanent Index Number:  
20-11-410-023 and 024

Space above this line for Recorder's use only

**ASSIGNMENT OF LEASES AND RENTS**

**THIS ASSIGNMENT OF LEASES AND RENTS** is made and delivered as of the 13  
of October, 2000 by 53RD & BLACKSTONE L.L.C., an Illinois limited liability company  
("53RD LLC"), BLACKSTONE VENTURE LLC, an Illinois limited liability company  
("BLACKSTONE LLC"), and SAWYER WRIGHT WOOD ASSOCIATES LLC, an Illinois  
limited liability company ("SAWYER LLC"), to FIRSTAR BANK N.A. ("Assignee"). 53RD  
LLC, BLACKSTONE LLC AND SAWYER LLC are hereinafter sometimes individually and  
collectively called "Assignor".

ACCORDINGLY, Assignor hereby assigns to Assignee as follows:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are  
hereby acknowledged, hereby grants, transfers, sets over and assigns to Assignee, all of the right,  
title and interest of Assignor (i) in and to all of the rents, issues, assessments, accounts, and  
profits of and from the Premises described in Exhibit A attached hereto and made a part hereof  
("Premises"); (ii) in and to all leases and subleases ("Leases") now or hereafter existing on all or  
any part of the Premises; (iii) in and to all rights and claims for damage against tenants arising out  
of defaults under the Leases, including rights to compensation with respect to rejected Leases  
pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof;  
and (iv) all of Assignor's interest in any tenant improvements and fixtures located on the Premises.

07030327

**THIS ASSIGNMENT OF LEASES AND RENTS IS GIVEN TO SECURE:**

A. Payment by Assignor when due of (i) the indebtedness evidenced by that certain  
Mortgage Note of even date herewith made by 53RD LLC, in the principal sum of ONE  
MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$1,500,000.00), (ii) the indebtedness

evidenced by that certain Mortgage Note of even date herewith made by BLACKSTONE LLC, in the principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00), (iii) the indebtedness evidenced by that certain Mortgage Note of even date herewith made by SAWYER LLC, in the principal sum of ONE MILLION THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,350,000.00), and delivered to Assignee simultaneously with the execution and delivery of this Assignment (which notes, as they may hereafter be modified, amended or extended, and together with any and all substitutions therefor and replacements thereof are referred to herein individually and collectively as the "Note"); (iv) any other obligations, liabilities or indebtedness which may be due and owing from the Assignor to Assignee, or by any co-maker of the Note, whether such obligations, liabilities or indebtedness are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several due or to become due, howsoever created, evidenced or arising and howsoever acquired by Assignee, and any and all renewals, extensions or refinancings thereof; and (v) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and attorneys' fees.

B. Observance and performance by Assignor of the covenants, terms, conditions and agreements contained in the Note, this Assignment, the Mortgage and Security Agreement ("Mortgage") of even date herewith made by the Assignor to Assignee and creating a first mortgage lien on the Premises, and any other document or instrument evidencing or securing the Note or delivered to induce Assignee to disburse the proceeds thereof. The Mortgage, this Assignment and all such other documents and instruments evidencing or securing the Note and delivered to induce Assignee to disburse the proceeds thereof are hereinafter collectively referred to as the "Loan Documents".

AND ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS AND WARRANTS AS FOLLOWS:

1. Representations and Warranties of Assignor. The Assignor represents and warrants to Assignee that:

(a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is or will be the lessor under all Leases, in each case either directly or as successor in interest to the named lessor thereunder;

(c) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or entered into under any agreement to subordinate any of the Leases, or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder.

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

(e) To Assignor's knowledge, no tenant is in default under any Lease.

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

(a) Assignor 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 Assignor shall not do or suffer to be done anything to impair the security thereof;

(b) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(c) Assignor 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 without the prior written consent of Assignee;

(d) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;

(e) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(f) Assignor 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 Assignee, including court costs and attorneys' fees, in any such action or proceeding in which Assignee may appear;

(g) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenant(s) thereunder; and

(h) Assignor shall furnish to Assignee within ten (10) days after the end of each calendar quarter, a written statement containing the names of all tenants and subtenants of the Premises, unit number, amount of monthly rental, security deposit, term

of Lease and whether or not such Lease is in default.

3. Rights Prior to Default. So long as Assignor is not in default hereunder, Assignee shall not demand from tenants under the Leases or any other person liable thereunder, any of the rents, issues, income and profits assigned hereunder, and Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance of the date, provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same.

4. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" for purposes of this Assignment:

(a) The occurrence of any default under any Note, the Mortgage or any of the other Loan Documents and the failure of Assignor to cure within the applicable cure periods, if any; or

(b) Failure by the Assignor to promptly perform or cause to be performed any obligation or observe any condition, covenant, term, agreement or provision required to be performed or observed by Assignor under this Assignment, within thirty (30) days after notice; provided, however, that in the event that such failure cannot be cured within said thirty (30) days, and Assignor has otherwise diligently commenced to cure the same within said thirty (30) days and thereafter continues to diligently pursue cure, then no Event of Default shall exist to Assignee during this period, not to exceed in any event sixty (60) days after Assignee's original notice, unless the value of the collateral securing the Loan, or the safety of the Property, would be materially impaired, threatened or jeopardized, in which event such period shall be unavailable to Assignor; or

(c) The existence of any material inaccuracy or untruth in any representation, covenant or warranty contained in this Assignment or any Loan Document, or of any statement or certification as to facts delivered to Assignee by Assignor, any co-maker or guarantor of the Note, or any applicant for the loan evidenced by the Note; or

(d) The making of any levy, judicial seizure or attachment on the Leases or any portion thereof, which shall remain undismissed or undischarged for a period of thirty (30) days.

5. Rights and Remedies Upon Default. At any time upon or following the occurrence of any one or more Events of Default hereunder, Assignee may, at its option, exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event or Events of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor or co-maker of the Note from any obligation hereunder, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien granted by

the Loan Documents:

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

(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 Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovation, repairs or replacements thereto or thereof as may seem proper to Assignee, 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 Assignee deems necessary or proper; provided, Assignor shall be relieved from any liability or claim incurred after the date Assignee or any party appointed at Assignee's request takes possession of the Premises except as otherwise provided in Paragraph 7 hereof;

(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, provided that, for such purpose, 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 Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee 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 provided, further, that Assignor will facilitate in all reasonable ways Assignee'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 Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at an annual rate ("Default Rate") equal to three percent (3%) plus the rate then in effect under the Note and shall be secured by this Assignment.

6. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more events of default under the provisions of Paragraph 4 of this Assignment shall be applied as follows:

(a) First, to reimbursement of Assignee for and of all expenses (including court

costs and attorneys' fees) of: taking and retaining possession of the Premises; 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 Assignee may deem necessary and proper; operating and maintaining the Premises, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance provided in the Mortgage; the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary and proper, with interest thereon at the Default Rate;

(b) Second, to reimbursement of Assignee for and of all sums expended by Assignee pursuant to Paragraph 5(d) above to make any payment or do any act required herein of Assignor, together with interest thereon as provided herein;

(c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to Paragraph 7 below, together with interest thereon as provided herein;

(d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the Loan Documents, with interest thereon as provided therein;

(e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note;

(f) Sixth, to payment of the unpaid balance of the principal sum of the Note;  
and

(g) Seventh, any balance remaining to Assignor, its respective heirs, legatees, administrators, legal representatives, successors and assigns.

7. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of any one or more Events of Default under the provisions hereof. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee 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 Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might 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 Assignee 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 Assignee 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 attorneys' fees, shall become immediately due and payable by Assignor with interest hereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility 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 upon Assignee, nor shall it operate to make Assignee 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 herein or in the Mortgage contained, and no exercise by Assignee of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof. Assignee has not received nor been transferred any security deposited by any tenant with the lessor under the terms of any Lease and Assignee assumes no responsibility or liability for any security so deposited.

8. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the guaranty thereof or any of the Loan Documents; this Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments; and Assignee 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. Assignee 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.

9. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

10. Security Deposits. Assignor hereby acknowledges that Assignee has not received nor been transferred any security deposited by any tenant with lessor under the terms of the Existing Leases and that Assignee assumes no responsibility or liability for any security so deposited.

11. Severability. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all

respects as if such invalid or unenforceable provision had not been contained herein.

12. Benefit. This Assignment is binding upon each Assignor, and his, her or its respective members, joint venturers, if any, heirs, legatees, legal representatives, administrators, successors and permitted assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns, including without limitation, the holder from time to time of the Note.

13. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

14. Duration. This Assignment shall become null and void at such time as Assignor 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 Loan Documents.

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

16. Notices. All notices and demands which are required or permitted to be given or served hereunder shall be deemed sufficiently served when delivered or mailed in the manner and to the persons described in the Mortgage.

17. Assignee to Act Reasonably. Assignee agrees to act reasonably and to incur only reasonable expenses in conjunction with the enforcement of its rights hereunder.

Assignor has executed and delivered this Assignment as of the day and year first above written.

53RD & BLACKSTONE, L.L.C., an Illinois limited liability company

By: Harriet Price  
Name: Harriet Price  
Title: manager

BLACKSTONE VENTURE LLC, an Illinois limited liability company

By: [Signature]  
Name: [Signature]  
Title: Manager



UNOFFICIAL COPY

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SAWYER WRIGHTWOOD ASSOCIATES  
LLC, an Illinois limited liability company

By: JMJ Enterprises, L.L.C., an Illinois limited  
liability company, Manager

By: [Signature]  
Michael Daniels, Manager

By: [Signature]  
Joseph Gottesman, Manager

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that \_\_\_\_\_, the Manager of 53RD & BLACKSTONE, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as his (her) own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_ day of October, 2000.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, the Manager of Blackstone Venture LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as his (her) own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_ day of October, 2000.

\_\_\_\_\_  
Notary Public

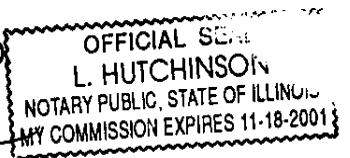
~~SAWYER WRIGHTWOOD ASSOCIATES  
LLC, an Illinois limited liability company~~

By: [Signature]  
Name: Joseph Goltzman  
Title: Manager

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, does hereby certify that Barry Price, the Manager of 53RD & BLACKSTONE, L.L.C., who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as his (her) own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12 day of October, 2000



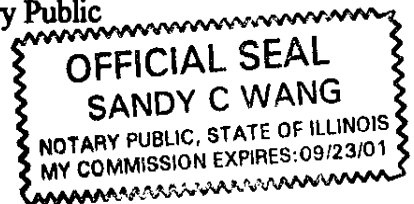
[Signature]  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Daniels, the Manager of Blackstone Venture LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he (she) signed and delivered the said instrument as his (her) own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 31 day of October, 2000.

[Signature]  
Notary Public





**EXHIBIT A**

**Legal Description**

Parcel 1:

The East half of Lots 7, 8 and 9 in Block 22 in Hyde Park, in the Southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lot 6 in Block 22 in Hyde Park in the Southeast quarter of Section 11, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office