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2305 ENTERPRISE DRIVE, L.L.C.,
a Delaware limited liability company, as Assignor
(Assignor)

to

DEUTSCHE BANC MORTGAGE CAPITAL, L.L.C., as Assignee
(Assignee)

ASSIGNMENT OF LEASES AND RENTS

Dated: As of January 10th, 2000
Property: Enterprise Center II
Address: 2305-2315 Enterprise Drive
Westchester, Illinois 60154

P.I.N. 15-30-205-001
15-30-205-002

PREPARED BY AND ~~UPON~~
~~RECORDATION RETURN TO:~~

Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, New York 10038

Attention: L. Mark Osher, Esq.

MAIL TO: Christine KAROFF
Chicago Title
171 N. Clark ML0301
Chicago, IL 60601

BOX 333-CTI

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ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT OF LEASES AND RENTS ("Assignment") made as of January 10th, 2000 by 2305 ENTERPRISE DRIVE, L.L.C., a Delaware limited liability company, having a business address at 77 West Wacker Drive, Suite 3900, Chicago, Illinois 60601 ("Assignor"), in favor of DEUTSCHE BANC MORTGAGE CAPITAL, L.L.C., a Delaware limited liability company ("Assignee"), whose address is 31 West 52nd Street, 10th Floor, New York, New York 10019.

Assignor owns the real property and the improvements described on Exhibit A ("Property") and has delivered to Assignee a Promissory Note in the amount of \$5,450,000 ("Note") and a Mortgage and Security Agreement ("Mortgage"). The Note, the Mortgage and all other instruments evidencing, securing or relating thereto, hereinafter referred to collectively as the "Loan Documents").

(1) To further secure Assignor's obligations under the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor does irrevocably, absolutely and unconditionally transfer, assign and pledge to Assignee all of Assignor's right, title and interest in and to:

(a) any and all leases and occupancy agreements now or hereafter affecting all or part of the Property and all guarantees, extensions, renewals and replacements thereof (collectively, "Leases"); and

(b) all deposits (whether for security or otherwise), rents, income, proceeds, revenue and profits of every nature of and from the Property, including, without limitation, any other payment Assignor may become entitled to receive with respect to any of the Leases pursuant to any bankruptcy, insolvency or reorganization or similar proceedings (collectively, "Rents"), together with the immediate right to collect and retain the Rents now or hereafter becoming due, and together with all rights that Assignor may have against any tenant, lessee or licensee under the Leases or against any other occupant of the Property (such tenants, lessees, licensees or other occupants, "Tenants").

(2) While this instrument is a present and absolute assignment of the Rents, the Leases and the powers granted to Assignee, Assignor is granted a revocable license ("License") to retain possession of the Leases and to collect and retain the Rents until an occurrence of an Event of Default (as defined in the Mortgage). Upon an Event of Default, the License shall automatically terminate without notice to Assignor, and Assignee may, with or without taking possession of the Property, take possession of the Leases and collect the Rents. After such termination, Assignor shall be Assignee's agent regarding the Rents, and any Rents collected by Assignor shall be held in trust by Assignor for the exclusive benefit of Assignee, and Assignor shall, within one (1) business day after receipt of any Rents, pay them to Assignee, and furthermore, Assignee shall have the authority, without notice to Assignor or regard to the adequacy of the security therefor, to (a) manage and operate the Property (such as rental and repairs), with full power to employ agents to conduct the same, and (b) demand, collect, receive

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and sue for the Rents, including those past due and unpaid as Assignee in its sole discretion shall determine.

(3) Without limiting the rights granted above, if Assignor shall fail to make any payment or to perform any act required hereunder (beyond any applicable grace or cure period), then Assignee may, but shall not be obligated to, without prior notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, make or perform the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including, without limitation, appearing in and defending any proceeding purporting to affect the security hereof or the rights of Assignee, discharging any obligation of Assignor under any Lease, and paying all related costs and employing counsel.

(4) This Assignment does not make Assignee responsible for (a) managing or repairing the Property, (b) performing the terms of the Leases, or (c) any loss sustained by Assignor resulting from any act or omission of Assignee in managing the Property, or make Assignee a mortgagee in possession.

(5) Assignor shall indemnify and hold Assignee harmless from and against any and all liability, loss, claim, or damage ("Loss") which Assignee may incur under the Leases and/or by reason of this Assignment, including, without limitation, any asserted by Tenants under the Leases. If Assignee incurs any Loss, including sums advanced pursuant to Paragraph 2 above or in defense of any claim, the amount thereof, including costs and attorneys' fees, together with interest at the Default Rate (as defined in the Note) from the date incurred by Assignee until repaid by Assignor, shall be immediately due and payable to Assignee by Assignor upon demand and shall be secured by the Loan Documents. Notwithstanding anything to the contrary contained in Assignment, Assignor shall not be deemed liable and shall not be required to indemnify Lender for any Loss to the extent the condition or event giving rise to such Loss is caused by Assignee's willful misconduct ("Exception to Liability") and, provided further, that Assignor shall have the burden of proving any such Exception to Liability.

(6) Assignor irrevocably appoints Assignee as its attorney-in-fact, which power of attorney is coupled with an interest, from and after an Event of Default to perform any act which Assignee may perform by virtue of this Assignment. Except as otherwise provided in the Mortgage, Assignor shall not, without the prior written consent of Assignee, further pledge or otherwise encumber or assign the Leases or Rents.

(7) At any time, Assignee may, at its option, notify any Tenants of the existence of this Assignment. Assignor specifically authorizes and directs all Tenants to pay all Rents to Assignee upon receipt of demand from Assignee and agrees that each such present and future Tenant may rely upon written demand from Assignee to so pay said Rents without further inquiry.

(8) (a) Assignee's acceptance of this Assignment is without prejudice to Assignee. Assignee's exercise of or failure to exercise the rights granted it herein, and collecting and applying Rents as herein provided, is without prejudice and not a waiver by Assignee of any Event of Default and does not prevent foreclosure of any liens on the Property or make Assignee liable under any of the Leases, Assignee expressly reserving all of its rights

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and privileges under the Loan Documents as though this Assignment had not been entered into. In addition to any other rights hereunder, Assignee may institute suit and obtain a mandatory injunction against Assignor to prevent a breach or Event of Default.

(b) All rights and obligations of the parties hereunder shall inure to the benefit of and be binding upon each party's successors and assigns. Assignor will not assert any claim against Assignee as a defense, counterclaim or set-off to any action brought by Assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents.

(c) If any provision of this Assignment shall be invalid, such invalidity shall not affect the validity and enforceability of the remaining provisions. This Assignment may not be amended except by a written instrument duly executed by Assignor and Assignee and shall be in full force and effect continuously from the date hereof to and until the Mortgage shall be released.

(d) All notices or other communications to be sent by one party to the other shall be given and effective as provided in the Mortgage. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is situated without regard to its conflicts of law rules.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year above.

ASSIGNOR:

2305 ENTERPRISE DRIVE, L.L.C., a
Delaware limited liability company

By: Prime Group Realty, L.P., a
Delaware limited partnership,
its sole member

By: Prime Group Realty Trust, a
Maryland real estate investment trust,
its managing general partner

By: 
Name: **Louis G. Conforti**
Title: **Executive Vice President**

Property of Cook County Clerk's Office

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ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) SS:

I, Rita M. Overend a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James D. Conforte Exec V.P. of Prime Group Realty Trust, a Maryland real estate investment trust, the managing general partner of Prime Group Realty, L.P., a Delaware limited partnership, which limited partnership is the sole member of 2305 ENTERPRISE DRIVE, L.L.C., a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of said real estate investment trust, limited partnership and limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial Seal this 6 day of January __, 2000.

Rita M. Overend

Notary Public



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EXHIBIT A

Legal Description

STREET ADDRESS: 2305 ENTERPRISE DRIVE

CITY: WESTCHESTER

COUNTY: COOK

TAX NUMBER: 15-30-205-001-0000, 15-30-205-002-0000

LEGAL DESCRIPTION:

PARCEL 1:

THE SOUTHERLY 75.50 FEET OF LOT 1 IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 2 IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915, (EXCEPT 'TRACT A', 'TRACT B', 'TRACT C' AND 'TRACT D'), DESCRIBED AS FOLLOWS:

EXCEPTION TRACT A:

THE SOUTHERLY 67.00 FEET OF THE WESTERLY 201.39 FEET (AS MEASURED THE SOUTHERLY LINE) OF LOT 2 IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915;

EXCEPTION TRACT B:

THE SOUTHERLY 67.00 FEET OF THE EASTERLY 255.08 FEET (AS MEASURED ALONG THE SOUTHERLY LINE) OF LOT 2 IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915;

EXCEPTION TRACT C:

THE NORTHERLY 32.50 FEET OF THE WESTERLY 217.00 FEET OF LOT 2 IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915;

EXCEPTION TRACT D:

THE NORTHERLY 32.50 FEET TO THE EASTERLY 205.83 FEET (AS MEASURED ALONG THE NORTHERLY LINE) OF LOT 2 IN ENTERPRISE CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 4, 1989 AS DOCUMENT 89357915) ALL IN COOK COUNTY, ILLINOIS.