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Cook County Recorder 41.50

This Document Prepared by
and after Recording Return to:

Stahl Cowen Crowley LLC
55 West Monroe Street
Suite 500
Chicago, Illinois 60603
Attn: John R. Joyce, Esq.



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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and delivered as of the 18th day of December, 2001 by **MIDWAY HOLDINGS, L.L.C.**, an Illinois limited liability company ("Assignor"), to and for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns (referred to herein sometimes as "Assignee" or "Lender")

RECITALS:

A. Assignee has agreed to loan to Assignor the principal amount of **FOUR MILLION AND NO/100 DOLLARS (\$4,000,000)** ("Loan"). Assignor is executing a certain Secured Promissory Note of even date herewith (as the same may be amended, modified, replaced or restated from time to time, "Note") payable to the order of Assignee to evidence the Loan.

B. On December 27, 1995, LaSalle Bank, N.I. ("Original Lender") made a loan to LaSalle Bank National Association, Trustee Under Trust Agreement Dated October 7, 1994 and Known as Trust Number 119125 ("Trust"), CP Newport Beach Limited Partnership, an Illinois limited partnership ("Partnership"), and David B. Dahl, not personally but as Trustee of the Steven A. Schultz Family Trust I ("Family Trust") (Trust, Family Trust and Partnership collectively, "Clark/Addison Borrower") in the original principal amount of \$2,660,000 (the "Senior Loan") evidenced by that certain Mortgage Note dated as of December 27, 1995 given by the Trust and Partnership (the "Senior Note") and secured by, among other things: (i) a Mortgage dated as of December 27, 1995 (the "Clark Mortgage") made by Trust in favor of Original Lender and recorded on January 4, 1996 in the Office of the Cook County Recorder of Deeds as Document No. 96009429 encumbering the real property described in Exhibit A attached to the Clark Mortgage and made a part thereof (the "Clark Property"); (ii) a Mortgage dated as of December 27, 1995 (the "Addison Mortgage") made by Family Trust and Partnership in favor of Original Lender and recorded January 4, 1996 in the Office of the Recorder of Deeds as Document No. 96009432 encumbering the real property described in Exhibit A attached to the Addison Mortgage and made a part thereof (the "Addison Property") (the Clark Property and the Addison Property consist of the Premises as defined herein) (Clark Mortgage and Addison Mortgage collectively, "Senior Mortgage"); (iii) an Assignment of Rents and Leases ("Clark Assignment of Rents") made

by Trust and Guarantor to Original Lender dated as of December 27, 1995 and recorded January 4, 1996 as Document No. 96009430 in the Office of the Cook County Recorder of Deeds with respect to the Clark Property; (iv) an Assignment of Rents and Leases ("Addison Assignment of Rents") made by Family Trust and Partnership to Original Lender dated as of December 27, 1995 and recorded January 4, 1996 as Document No. 96009433 in the Office of the Cook County Recorder of Deeds with respect to the Addison Property; (v) a Collateral Assignment of Beneficial Interest in Land Trust dated as of December 27, 1995 (the "Senior ABI") made by Guarantor to Original Lender and endorsed by Trustee under the Trust on January 3, 1996; and (vi) Security Agreement dated as of December 27, 1995 made Trust, Partnership and Family Trust to and for the benefit of Original Lender (the "Senior Security Agreement").

The Senior Loan was amended by: (a) that certain Loan Modification Agreement dated as of October 29, 1996 and recorded on October 30, 1996 in the Office of the Cook County Recorder of Deeds as Document No. 96828935 ("First Senior Loan Modification"), which amendment was evidenced by an Amended and Restated Mortgage Note dated October 29, 1996 in the principal amount of \$2,930,000 ("Senior Restated Note"), (b) a Second Loan Modification Agreement dated as of January 1, 1999 and recorded on June 4, 1999 in the Office of the Cook County Recorder of Deeds as Document No. 99538648 ("Second Senior Loan Modification"), which amendment was evidenced by a Second Amended and Restated Mortgage Note dated as of January 1, 1999 ("Second Senior Restated Note"), and (c) a Third Loan Modification Agreement dated as of January 1, 2001 and recorded on June 18, 2001, in the Office of the Cook County Recorder of Deeds as Document No. 0010528343 ("Third Senior Loan Modification") (the Senior Note, Senior Mortgage, Senior ABI, Clark Assignment of Rents, Addison Assignment of Rents, Senior Security Agreement, First Senior Loan Modification, Senior Restated Note, Second Senior Loan Modification, Second Senior Restated Note, Third Senior Loan Modification, and all other instruments evidencing or securing the Senior Loan, are referred to collectively herein as the "Senior Loan Documents"). Lender succeeded to all interests of Original Lender in, to and under the Senior Note and the other Senior Loan Documents pursuant to Assignment of Mortgages, Security Agreement and Assignment of Rents, dated October 25, 1996 and recorded in the Office of the Cook County Recorder of Deeds on October 30, 1996 as Document No. 96828934.

C. On August 9, 2001, Lender made a loan to the Borrower in the maximum principal amount of \$1,400,000 (the "Line of Credit Loan") evidenced by that certain Promissory Note dated as of August 9, 2001 (the "Line of Credit Note") and secured by, among other things: (i) a Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Trust Junior Mortgage") dated August 9, 2001 and recorded 8/20/01 in the Office of the Cook County Recorder of Deeds as Document Number 0010762746 made by the Trust to Lender creating a junior mortgage lien on the Clark Property; (ii) a Junior Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing ("Family Trust and Partnership Junior Mortgage") dated August 9, 2001 and recorded 8/20/01 in the Office of the Cook County Recorder of Deeds as Document Number 0010762748 made by the Partnership and Family Trust to Lender creating a junior mortgage lien on the Addison Property (Trust Junior Mortgage and Family Trust and Partnership Junior Mortgage collectively, "Junior Mortgage"); (iii) a Junior Assignment of Rents and Leases ("Trust Junior Assignment") dated August 9, 2001 and recorded 8/20/01 in the Office of the Cook County Recorder of Deeds as Document Number 0010762747 from the Trust and Guarantor to Lender, (iv) a Junior Assignment of Rents and Leases ("Family Trust and Partnership Junior Assignment") dated August 9, 2001 and recorded 8/20/01 in the

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Office of the Cook County Recorder of Deeds, as Document Number 0010762749 from the Family Trust and Partnership to Lender (Trust Junior Assignment and Family Trust and Partnership Junior Assignment collectively, "Junior Assignment"), (v) a Security Agreement and Collateral Assignment Under Land Trust ("Line of Credit ABI") dated August 9, 2001 given to Lender by Steven A. Schultz, as the sole beneficiary of the Trust; (vi) an Unlimited Guaranty ("Line of Credit Guaranty") dated August 9, 2001 from Steven A. Schultz as "Guarantor" to Lender; (vii) an Environmental Indemnity Agreement ("Line of Credit Indemnity Agreement") dated August 9, 2001 from Family Trust, Partnership and Guarantor to Lender; and (viii) UCC Financing Statements given by the Partnership, Trust, Family Trust and Guarantor ("Line of Credit Financing Statements") (the Junior Mortgage, the Junior Assignment, the Line of Credit Guaranty, the Line of Credit ABI, the Line of Credit Indemnity Agreement, the Line of Credit Financing Statements, and any other document now or hereafter given to evidence or secure payment of the Line of Credit Note or delivered to induce Lender to disburse the proceeds of the Line of Credit Loan, as such documents may hereafter be amended, restated or replaced from time to time, are hereinafter collectively referred to as the "Line of Credit Loan Documents").

D. A condition precedent to Assignee's making of the Loan to Assignor is the execution and delivery by Assignor 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, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee (as amended, modified, replaced or restated from time to time, "Mortgage") given as security for the Loan.

2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Assignor when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents (as defined in

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the Note); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefitting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** 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 the lessor under all Leases;

(c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

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

(e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.

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

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease (which consent shall not be unreasonably withheld); provided, however, that Assignee's prior written consent shall not be required if and only if such lease provides for average monthly base rent payments during any twelve month period of not less than the average monthly base rent payments at such time under comparable leases in the Premises, and the form of lease is substantially as approved by Assignee;

(b) 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. Assignor 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 a tenant

termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

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(c) Assignor 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;

(d) 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, except as specifically permitted by the Loan Documents;

(e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent (which consent shall not be unreasonably withheld); provided, however, that Assignor may cancel or terminate any Lease which is not a Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any 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, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;

(g) 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 permit to be done anything which would terminate any such guaranty as a matter of law;

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

(i) 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 reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) 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 tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

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(l) Assignor 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;

(m) Assignor 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 Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;

(n) Not later than thirty (30) days after the end of each calendar quarter, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Paragraph 6) shall occur, Assignor 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, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor 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.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, 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 Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor 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:

(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, renovations, 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;

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(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 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 Assignor shall 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 the Default Rate and shall be secured by this Assignment.

8. **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 shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act, in such order as Assignee shall elect in its sole and absolute discretion.

9. **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 or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. 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. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee 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 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; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. 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 reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee 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 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

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resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage 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 or of the Mortgage.

10. **No 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 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.

11. **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 request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** If 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, Assignee and Assignor 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. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **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.

16. **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 other Loan Documents.

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

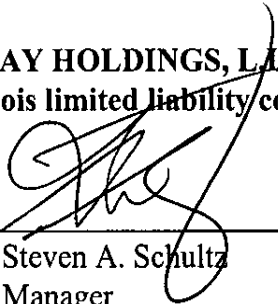
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18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee,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

19. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

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

MIDWAY HOLDINGS, L.L.C.,
an Illinois limited liability company,

By: 
Name: Steven A. Schultz
Title: Manager

Clerk of Cook County Clerk's Office

F:\Clients\LaSalleBank\LaSalle - TRB\schultz\Clark-Addison\4 Million (formerly 5.6 Mill) 2001\Fourth Draft - Final - \$4 Million - Midway Holdings LLC\Midway - Assignment of Rents and Leases - Midway.wpd

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Stephanie Cox, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that **Steven A. Schultz**, as Manager of **Midway Holdings, L.L.C.**, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the within instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and in his capacity as Manager of said company as its free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of December, 2001.



Stephanie Cox
Notary Public

My Commission expires:
10/23, 2002.

CLERK'S OFFICE of Cook County

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EXHIBIT A

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Legal Description of Premises

LOTS 8, 9, 10, 11 AND 12 (EXCEPT THAT PART LYING SOUTH OF A LINE 10 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID LOT 12) IN WEAGE AND HYDE'S SUBDIVISION OF LOT 1 IN THE ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS:	PINS:
3525-3539 N. Clark St.	14-20-403-064
Chicago, Illinois	14-20-403-065