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Cook County Recorder 56.00



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ASSIGNMENT OF LEASES AND RENTS

~~LASALLE BANK, N.A., NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 5, 1972 AND KNOWN AS TRUST NUMBER 44143~~  
LaSalle Bank, National Association INLAND FOUR FLAGGS, LLC  
~~LASALLE BANK, N.A., NOT PERSONALLY BUT AS SUCCESSOR TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 13, 1964 AND KNOWN AS TRUST NUMBER 31062~~  
INLAND FOUR FLAGGS ANNEX, L.L.C.  
(Assignor)

TO

JOHN HANCOCK LIFE INSURANCE COMPANY  
(Assignee)

Dated: As of November 5, 2002

Location of Property:

8203 Golf Road  
Niles, Illinois

RECORD AND RETURN TO:

Quarles & Brady LLC  
500 West Madison Street  
Suite 3700  
Chicago, Illinois 60661  
Attention: Peter A. Sarasek, Esq.

BOX 333-CT

8034530022K

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of the 5<sup>th</sup> THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as under Trust Agreement dated May 5, 1972 and known as Trust Number 44143, having its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603 ("Trust 44143"); **INLAND FOUR FLAGGS, LLC**, a Delaware limited liability company, having its principal place of business at c/o Inland Real Estate Corporation, 2001 Butterfield Road, Oak Brook, Illinois 60523 ("Trust 44143 Beneficiary") ; **LASALLE BANK, N.A.**, not personally but as Successor Trustee under Trust Agreement dated October 13, 1964 and known as Trust Number 31062, having its principal place of business at 135 South LaSalle Street, Chicago, Illinois 60603 ("Trust 31062"); and **INLAND FOUR FLAGGS ANNEX, L.L.C.**, a Delaware limited liability company, having its principal place of business at c/o Inland Real Estate Corporation, 2001 Butterfield Road, Oak Brook, Illinois 60523 ("Trust 31062 Beneficiary") (jointly and severally "Assignor") to **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation, having its principal place of business at John Hancock Tower, T-56, 200 Clarendon Street, Boston, Massachusetts 02116 ("Assignee").

WITNESSETH:

THAT Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and absolutely and unconditionally assigns to Assignee the entire lessor's interest in and to all current and future leases and subleases (including, without limitation, all guaranties thereof) and other agreements affecting the use, enjoyment or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "Mortgaged Property") (including any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Mortgaged Property), together with any extension or renewal of the same;

The leases and other agreements described above together with all other present and future leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to as the "Leases";

TOGETHER WITH all income, rents, issues, revenues and profits arising from the Leases and renewals thereof and together with all income, rents, issues and profits, revenues and proceeds (including, but not limited to, all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Mortgaged Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Mortgaged Property and all claims as a

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creditor in connection with any of the foregoing) (hereinafter collectively referred to as the "Rents") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Loan (as hereinafter defined).

THIS ASSIGNMENT is made in consideration of that certain loan (the "Loan") made by Assignee to LaSalle Bank, N.A., not personally but as Trustee under Trust Agreement dated May 5, 1972 and known as Trust Number 44143 ("Trustee") evidenced by that certain mortgage note made by Trustee and Niles Properties, an Illinois limited partnership, to Assignee, dated December 18, 1997, in the original principal sum of \$14,300,000.00 (the "Note") and secured by that certain Mortgage, Security Agreement and financing Statement given by Trustee to Assignee, dated December 18, 1997, in the principal sum of \$14,300,000.00, covering the Mortgaged Property (the "Mortgage"), which Note and Mortgage have heretofore been amended and modified by that certain First Note and Mortgage Modification and Joinder Agreement dated as of November 1, 2002 between Trust 44143, Trust 31062, Trust 44143 Beneficiary, Trust 31062 Beneficiary, and Assignee.

This Assignment, the Note, the Mortgage and other documents now or hereafter executed by Assignor and/or others and by or in favor of Assignee which evidence, secure, guarantee or are executed in connection with the Loan are collectively hereinafter referred to as the "Loan Documents".

ASSIGNOR WARRANTS that (i) Assignor is the sole owner of the entire lessor's interest in the Leases; (ii) that the rent roll or occupancy schedule heretofore given by Assignor to Assignee (the "Rent Roll") is a true, accurate and complete list of all Leases or options to lease now in effect at the Mortgaged Property; (iii) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as herein set forth; (iv) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (v) none of the Rents have been collected for more than one (1) month in advance; (vi) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Mortgaged Property; (vii) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; and (viii) to the actual knowledge of Assignor there exist no offsets or defenses to the payment of any portion of the Rents.

ASSIGNOR COVENANTS with Assignee that Assignor shall not, without the prior written consent of Assignee, (a) lease all or any part of the Mortgaged Property, (b) alter or change the terms of any Lease or cancel or terminate, abridge or otherwise modify the terms of any Lease, (c) consent to any assignment of or subletting under any Lease not in accordance with its terms, (d) cancel, terminate, abridge or otherwise modify any guaranty of any Lease or the terms thereof, (e) collect or accept prepayments of installments of Rents for a period of more than one (1) month in advance or (f) further assign the whole or any part of the Leases or the Rents; provided, however, that such action as described in the above clauses (a)-(d) above may be taken without Assignee's consent for any Lease which – both prior to and following the

proposed action -- is for less than 6,000 square feet of space (a lease satisfying such criteria shall be referred to as a "Small Lease") so long as the taking of such action is in the ordinary course of Assignor's business and that such action is still subject to Paragraph 1 pertaining to Termination Amounts. Notwithstanding the foregoing, in all cases requiring Assignee's approval to any of the foregoing, Assignee's approval shall be deemed to occur if all of the following conditions are satisfied:

- a) An Event of Default has not occurred and is continuing beyond any applicable cure period.
- b) The proposed Lease or amendment thereto is fully subject and subordinate to the Loan Documents.
- c) Prior to execution of the Lease or other document, Assignee shall send to Assignor the final version ("Final Version") of the Lease or other document together with a cover sheet or letter on the Final Version containing a bold legend in capital letters as follows:

**THIS IS A REQUEST FOR APPROVAL OF A LEASE FOR LOAN NUMBER 6517072. IF THIS REQUEST IS NOT ACTED UPON IN ACCORDANCE WITH THE LOAN DOCUMENTS FOR THE RELATED LOAN WITHIN THIRTY (30) DAYS OF THIS NOTICE, THE LEASE WILL BE DEEMED APPROVED.**

Assignee will have thirty (30) days from receipt of a Final Version and such complying notice to review and respond to such request for approval.

- d) Any approval or deemed approval of Assignee to the Lease or other document shall be effective only if the Final Version of the Lease or other document is the one actually signed and only if it is signed within sixty (60) days of delivery of the Final Version of the Lease or other document to Assignee.

Any deemed approval of a Lease or other document shall not constitute Assignee's consent to any provision of the Lease or other document, only compliance with the terms of the Loan Documents requiring prior consent of Assignee, and such deemed consent shall not obligate Assignee to take any further action relating to such Lease or other document, including without limitation entering into a subordination, non-disturbance and attornment agreement.

ASSIGNOR FURTHER COVENANTS with Assignee that, with respect to each Lease, Assignor shall (a) observe and perform each and every provision thereof on the lessor's part to be fulfilled or performed under each Lease and not do or permit to be done anything to impair the value of the Lease as security for the Loan, (b) promptly send to Assignee copies of all notices of default which Assignor shall send or receive thereunder, (c) enforce all of the terms, covenants and conditions contained in such Lease upon the lessee's part to be performed, short of termination thereof, (d) execute and deliver, at the request of Assignee, all such further assurances, confirmations and assignments in connection with the Mortgaged Property as

Assignee shall, from time to time, require and (e) upon request, furnish Assignee with executed copies of all Leases; provided, however, the notice to Assignee referenced in clause (b) above shall not be required for any Small Lease.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

1. Present Assignment. Assignor does hereby absolutely and unconditionally assign to Assignee Assignor's right, title and interest in all current and future Leases and Rents, it being intended by Assignor that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any such Lease or otherwise to impose any obligation upon Assignee. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance satisfactory to Assignee, as may hereinafter be requested by Assignee to further evidence and confirm said assignment. Nevertheless, subject to the terms of this Paragraph 1, Assignee grants to Assignor a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Assignor shall hold the Rents or a portion thereof sufficient to discharge all current sums due on the Loan for use in the payment of such sums. Upon an Event of Default (as defined in the Mortgage), the license granted to Assignor herein shall be automatically revoked by Assignee and Assignee shall immediately be entitled to receive and apply all Rents, whether or not Assignee enters upon and takes control of the Mortgaged Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the license granted herein to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Loan in such priority and proportion as Assignee, in its discretion, shall deem proper. Notwithstanding the license granted to Assignor in this Paragraph 1, if any Lease is terminated (including without limitation a voluntary termination of the Lease approved by Assignee and a termination or rejection of a Lease in a bankruptcy or other similar proceeding) and in connection with such termination or rejection there is the payment of (i) a lump sum settlement, (ii) a termination fee, premium or penalty, or (iii) any other amount or amounts paid in conjunction with such termination (collectively and singly, the "Termination Amount") then in such event, whether or not Assignor is in default under the Note, the Mortgage, any other Loan Document or any Lease, the Termination Amount shall be payable directly to Assignee and, at Assignee's option, may be (x) applied to outstanding amounts due under the Loan if an Event of Default is then outstanding under the Loan after expiration of any applicable notice and cure periods, or (y) held by Assignee as additional collateral securing the Note until a new Lease or other collateral acceptable to Assignee in its reasonable discretion is substituted for the terminated Lease (by its acceptance hereof Assignee agrees that Assignor may if it so elects deliver as substitute collateral for such terminated Lease an amendment to that certain Recourse Guaranty heretofore executed by Inland Real Estate Corporation and delivered to Assignee, which amendment increases the liability of the Guarantor under such Recourse Guaranty by an amount equal to the rental income that would have been payable under such terminated lease from the effective date of such termination until such time as such new Lease is substituted for the terminated Lease and the tenant under the new Lease is in occupancy and has commenced paying rent under such new Lease, and that such an

amendment to the Recourse Guaranty will constitute substitute collateral acceptable to Assignee). Nothing herein shall be deemed approval by Assignee of the termination of any Lease or the payment of any Termination Amount.

2. Remedies of Assignee. Upon or at any time after an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice (except as otherwise provided in the Loan Documents) and without regard to the adequacy of the security for the Loan, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, enforce its interest in the Leases and Rents and take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of the Mortgaged Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents to the payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Mortgaged Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Loan, together with all costs and attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Assignor or may require Assignor to vacate and surrender possession of the Mortgaged Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of Paragraphs 1 and 2, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Mortgaged Property. The exercise by Assignee of the option granted it in this Paragraph 2 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Mortgage, the Leases, this Assignment or the Loan Documents.

3. No Liability of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Property after an Event of Default or from any other act or omission of Assignee in managing the Mortgaged Property after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees to, indemnify Assignee for and hold Assignee harmless from, any and all liability,



loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Mortgage and the Loan Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby, the Note, and the Mortgage and the Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, or for any dangerous or defective condition of the Mortgaged Property, including, without limitation, the presence of any Hazardous Materials (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. Notice to Lessees. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessees or occupants of the Mortgaged Property upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Mortgage and that a default exists thereunder or under this Assignment, the Note or the other Loan Documents to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee.

5. Other Security. Assignee may take or release other security for the payment of the Loan, release any party primarily or secondarily liable therefor and apply any other security held by it to the reduction or satisfaction of the Loan without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage or the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Loan and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

8. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

9. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeable in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein," the word "Assignee" shall mean "Assignee and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest therein, and the word "Loan" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Mortgage and all other sums due pursuant to the Note, the Mortgage, this Assignment and the other Loan Documents; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Non-Waiver. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage or the Other Security Documents. Assignee may resort for the payment of the Loan to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Loan, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13. Duplicate Originals. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

14. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State in which the real property encumbered by the Mortgage is located.

15. Termination of Assignment. Upon payment in full of the Loan, this Assignment shall become and be void and of no effect.

16. Limitation on Liability. The provisions of Section 9 of the Mortgage are incorporated herein by this reference to the fullest extent as if the text of such paragraph were set forth in its entirety herein.

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Mortgage and shall be binding upon Assignor, his heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.

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

ASSIGNOR:

INLAND FOUR FLAGGS, LLC,  
a Delaware limited liability company

By: Inland Real Estate Corporation,  
a Maryland corporation, its  
Managing Member

By: David J. Kayner  
Name: DAVID J. KAYNER  
Title: Secretary

~~Lasalle Bank, National Association~~  
~~LASALLE BANK, N.A.~~, not personally but as  
Trustee under Trust Agreement dated May 5, 1972  
and known as Trust Number 44143

By: Nancy A. Carlin  
Name: NANCY A. CARLIN  
Title: Assistant Vice President

~~Lasalle Bank, National Association~~  
~~LASALLE BANK, N.A.~~, not personally but as  
Successor Trustee under Trust Agreement dated  
October 13, 1964 and known as Trust Number  
31062

By: Nancy A. Carlin  
Name: NANCY A. CARLIN  
Title: Assistant Vice President

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INLAND FOUR FLAGGS ANNEX, L.L.C.  
a Delaware limited liability company

By: Inland Real Estate Corporation,  
a Maryland corporation, its  
Managing Member

By: David J Kayser  
Name: DAVID J KAYSER  
Title: Secretary

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STATE OF ILLINOIS )
) SS
COUNTY OF COOK ) \_\_\_\_\_, 2002

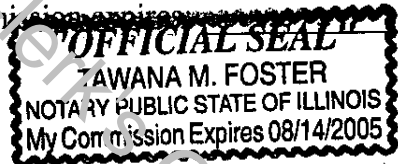
Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of INLAND REAL ESTATE CORPORATION, a Maryland corporation, as the Managing Member of INLAND FOUR FLAGGS, LLC, a Delaware limited liability company, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of such limited liability company, as such \_\_\_\_\_, before me.

\_\_\_\_\_, Notary Public
My commission expires: \_\_\_\_\_

STATE OF ILLINOIS )
) SS
COUNTY OF COOK ) 11/5, 2002

Then personally appeared the above-named \_\_\_\_\_ and \_\_\_\_\_, as Assistant Vice President \_\_\_\_\_, respectively, of LaSalle Bank National Association, not personally but as Trustee under Trust Agreement dated May 5, 1972 and known as Trust Number 44143, and acknowledged the foregoing instrument to be their free act and deed, and the free act and deed of such trustee, as such Assistant Vice President \_\_\_\_\_ and \_\_\_\_\_, respectively, before me.

Tawana M. Foster
TAWANA M. FOSTER, Notary Public
My commission expires: \_\_\_\_\_



STATE OF ILLINOIS )
) SS
COUNTY OF COOK ) \_\_\_\_\_, 2002

Then personally appeared the above-named \_\_\_\_\_, as \_\_\_\_\_ of INLAND REAL ESTATE CORPORATION, a Maryland corporation, as the Managing Member of INLAND FOUR FLAGGS ANNEX, L.L.C., a Delaware limited liability company, and acknowledged the foregoing instrument to be his free act and deed, and the free act and deed of such limited liability company, as such \_\_\_\_\_, before me.

\_\_\_\_\_, Notary Public
My commission expires: \_\_\_\_\_



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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED NOVEMBER 5, 2002 UNDER TRUST NO. 31062 & 44143

This Assignment of Rents is executed by LaSalle Bank National Association, not personally but as trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LaSalle Bank National Association, as trustee, solely in the exercise of the authority conferred upon it as said trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreement herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LaSalle Bank National Association, individually or as trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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## EXHIBIT A

### LEGAL DESCRIPTION:

#### PARCEL 1:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF BLOCKS 3 AND 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14 BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 14 WITH THE CENTER LINE OF MILWAUKEE AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID ROAD, 1,047.94 FEET, THENCE NORTHEASTERLY ALONG A LINE DRAWN AT RIGHT ANGLES TO SAID CENTER LINE 55.22 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS SAID LINE IS DESCRIBED IN THAT CAUSE ENTITLED STATE OF ILLINOIS AGAINST METROPOLITAN INSURANCE COMPANY - CONDEMNATION - 60 'S' 9982 TO THE POINT OF BEGINNING; THENCE CONTINUING NORTHEASTERLY ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE CENTER LINE OF MILWAUKEE AVENUE, 495.37 FEET TO A POINT ON A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SAID SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14 (SAID POINT BEING 550.0 FEET NORTHEASTERLY MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION, AS AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION, BEING ALSO THE SOUTHWESTERLY LINE OF CALLERO AND CATINO'S GOLF VIEW GARDENS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SAID SECTION 14, AND SAID LINE EXTENDED NORTHWESTERLY; THENCE NORTHWESTERLY ALONG THE LAST DESCRIBED LINE AND SAID LINE EXTENDED, 1,068.53 FEET TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 OF SUPERIOR COURT COMMISSIONERS DIVISION AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 14; THENCE WEST ALONG SAID PARALLEL LINE 149.23 FEET TO A POINT ON THE EAST LINE OF LOT 1 OF FRITZ'S RESUBDIVISION OF LOTS 1 TO 4 INCLUSIVE, IN FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 AND IN THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 1, 35.62 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, A DISTANCE OF 137.72 FEET TO A POINT ON SAID LINE, 306.52 FEET EAST OF THE ANGLE POINT, 30.71 FEET NORTHEASTERLY OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE IN THE SOUTH LINE OF SAID FRITZ' RESUBDIVISION; THENCE SOUTH PARALLEL WITH THE WEST LINE OF BLOCK 3, 181.14 FEET TO A POINT ON A LINE 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION AS AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED LINE 211.26 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, SAID NORTHEASTERLY LINE BEING A LINE 33.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE CENTER LINE OF SAID ROAD AS SHOWN ON THE PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 218.11 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, BEING ALSO THE POINT OF INTERSECTION OF SAID LINE WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER THE CONDEMNATION, AS AFORESAID; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER SAID CONDEMNATION, 454.86 FEET TO AN ANGLE POINT IN SAID NORTHEASTERLY LINE, SAID POINT BEING 53.70 FEET NORTHEASTERLY OF THE CENTER LINE OF MILWAUKEE AVENUE AS PER SAID SUPERIOR COURT COMMISSIONERS DIVISION; THENCE CONTINUING SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE, 338.12 FEET TO A POINT ON THE SOUTHERLY LINE OF BLOCK 4 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION 56.13 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID BLOCK 4; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE 94.0 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THE SOUTHEASTERLY 700.0 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY LINE THEREOF, IN COOK COUNTY, ILLINOIS.

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ALSO

PARCEL 2:

BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE EAST 205.0 FEET, AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF, EXCEPT THE WEST 85.02 FEET OF THE NORTH 512.60 FEET, AS MEASURED ON THE NORTH AND WEST LINES THEREOF, EXCEPT THAT PART THEREOF LYING SOUTHWESTERLY OF A LINE DESCRIBED AS BEGINNING AT A POINT IN THE NORTHWESTERLY LINE OF THE RESUBDIVISION OF GOLF MILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 14, SAID POINT BEING IN A STRAIGHT LINE DRAWN NORTHWESTERLY FROM A POINT WHICH IS 33.16 FEET EAST, AS MEASURED ON THE SOUTH LINE, OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION AND 263.47 FEET NORTH, AS MEASURED ON THE WEST LINE, OF THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 14, (SAID POINT BEING 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE) TO A POINT IN THE SOUTH LINE OF BLOCK 3 IN THE SUPERIOR COURT COMMISSIONERS DIVISION, AFORESAID, WHICH IS 312.09 FEET EAST OF THE SOUTHWEST CORNER OF SAID BLOCK 3 AND 550.0 FEET NORTHEASTERLY, MEASURED AT RIGHT ANGLES, OF THE CENTER LINE OF MILWAUKEE AVENUE AS SHOWN ON THE RECORDED PLAT OF SAID SUPERIOR COURT COMMISSIONERS DIVISION AND SAID LINE EXTENDED NORTHWESTERLY TO AN INTERSECTION WITH A LINE 512.60 FEET SOUTH, AS MEASURED ALONG THE WEST LINE OF BLOCK 3 AND PARALLEL WITH THE NORTH LINE THEREOF, AND ALSO EXCEPT THAT PART OF SAID BLOCK 3 TAKEN FOR PUBLIC HIGHWAY, AND ALSO EXCEPT A TRACT OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PROPERTY; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY 95.65 FEET; THENCE NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 35.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 87 DEGREES 30 MINUTES 09 SECONDS WEST 75.00 FEET; THENCE NORTH 2 DEGREES 29 MINUTES 51 SECONDS EAST 127.33 FEET; THENCE SOUTH 87 DEGREES 30 MINUTES 09 SECONDS EAST 75.00 FEET; THENCE SOUTH 2 DEGREES 29 MINUTES 51 SECONDS WEST 127.33 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 462.6 FEET OF THE NORTH 512.6 FEET OF THE WEST 85.02 FEET (AS MEASURED ALONG THE NORTH LINE AND ALONG THE SOUTH LINE) OF BLOCK 3 IN SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1940 AS DOCUMENT 12593211 IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN EASEMENT AGREEMENT AND SECOND AMENDMENT TO LEASE RECORDED JUNE 15, 1973 AS DOCUMENT 22363445 OVER THE FOLLOWING DESCRIBED LAND:

(A) PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 4, OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60S10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4, THENCE NORTHWESTWARD ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 100 FEET; THENCE NORTHEASTWARD, AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 30.70 FEET TO A POINT IN A LINE WHICH IS 100 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 306.52 FEET; THENCE SOUTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION FOR A DISTANCE OF 100.08 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE POINT OF BEGINNING;

(B) PART OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE

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NORTH LINE OF SAID BLOCK 4 WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60S10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4; THENCE SOUTHEASTWARD ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 99.43 FEET, MORE OR LESS, TO AN INTERSECTION WITH A LINE WHICH IS 81 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 210.88 FEET; THENCE NORTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS DIVISION FOR A DISTANCE OF 81.06 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE POINT OF BEGINNING, FOR INGRESS AND EGRESS AND PARKING.

## PARCEL 5:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR THE CONSTRUCTION, OPERATION, REPLACEMENT AND MAINTENANCE OF AN UNDERGROUND EIGHT INCH SEWER LINE MADE BY AND BETWEEN LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 13, 1964 AND KNOWN AS TRUST NUMBER 31062, GOODYEAR TIRE AND RUBBER COMPANY, AN OHIO CORPORATION, PEARLE VISION CENTER INC., A TEXAS CORPORATION AND LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1972 AND KNOWN AS TRUST NUMBER 44143, RECORDED JUNE 14, 1983 AND KNOWN AS TRUST DOCUMENT 26641880, IN, UPON, UNDER, ALONG AND ACROSS THE FOLLOWING DESCRIBED LAND, TO WIT:

THAT PART OF THE NORTH 1/2 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY COMMENCING AT THE INTERSECTION OF THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AND A LINE WHICH IS 81.0 FEET SOUTH, MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 14; THENCE SOUTH 89 DEGREES, 56 MINUTES, 56 SECONDS EAST ALONG SAID PARALLEL LINE, 201.25 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES, 56 MINUTES, 56 SECONDS EAST ALONG SAID PARALLEL LINE, 10.01 FEET; THENCE NORTH 2 DEGREES, 21 MINUTES, 29 SECONDS EAST ALONG A LINE THAT IS PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.04 FEET TO THE SOUTH LINE OF FRITZ'S SUBDIVISION, A SUBDIVISION IN THE NORTHWEST 1/4 AND IN THE NORTHEAST 1/4 OF SAID SECTION 14; THENCE NORTH 89 DEGREES, 56 MINUTES, 56 SECONDS, WEST ALONG SAID SOUTH LINE OF SAID FRITZ'S RESUBDIVISION, BEING ALSO A LINE 100.0 FEET NORTH MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE NORTH LINE OF BLOCK 4 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 10.01 FEET; THENCE SOUTH 2 DEGREES, 21 MINUTES, 29 SECONDS WEST PARALLEL WITH THE WEST LINE OF BLOCK 3 IN SAID SUPERIOR COURT COMMISSIONERS DIVISION, 181.14 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 8201-8307 Golf Road  
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P.I.N.s  
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