

PREPARED BY AND WHEN  
RECORDED RETURN TO:

*Derek L. Cottier*  
*Schwartz, Cooper, Greenberger & Krauss*  
*180 North LaSalle Street*  
*Suite 2700*  
*Chicago, IL 60601*



0030188069

**AMENDED AND RESTATED**  
**COLLATERAL ASSIGNMENT**  
**OF LOAN DOCUMENTS**

THIS AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF LOAN DOCUMENTS (this "Assignment") is made as of this 31st day of January, 2003, by CIG INTERNATIONAL, LLC, a Delaware limited liability company, as assignor, ("Borrower"), for the benefit of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as assignee, ("Lender").

**RECITALS**

A. Lender has made a loan to Borrower in the form of a revolving credit facility in the maximum principal amount of \$30,000,000 (the "Loan") evidenced by several promissory notes (collectively, the "Note"), and a Revolving Credit Agreement (the "Loan Agreement") secured by a security interest in all existing and after-acquired tangible and intangible assets of the Borrower (the "Collateral") pursuant to a Security Agreement encumbering the Collateral. The Note, the Loan Agreement, this Assignment and all of the other documents evidencing and securing the Loan shall be herein referred to as the "Loan Documents".

B. Borrower has made a second mortgage loan to 4344-60 North Broadway Partnership, an Illinois general partnership, encumbering the Mortgaged Property described on Exhibit B attached hereto (the "Mortgage Loan") and, pursuant to that certain Master Participation and Servicing Agreement dated of December 17, 2002 (the "Participation Agreement"), Borrower has (1) sold to Community Investment Fund I, LLC, a Delaware limited liability company ("Participant"), an eighty percent (80%) participation interest in the Mortgage Loan (the "Participation Interest") and (2) retained the balance of the interests in the Mortgage Loan (the "Retained Interests").

C. Borrower has heretofore executed a Collateral Assignment of Loan Documents dated as of October 16, 2002 and recorded October 24, 2002 in the office of the Recorder of Cook County, Illinois, as Document Number 0021175114 (the "Original Assignment") assigning Borrower's interest in the Mortgage Loan to Lender as collateral security for the Loan. To recognize the Participant's Participation Interest, Borrower has requested that Lender consent to

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and execute this amendment and restatement of the Original Assignment, and Lender has agreed to do so.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, Borrower and Lender hereby covenant and agree, and Borrower warrants and represents, as follows:

1. Recitals; Amendment and Restatement. The foregoing recitals are a part of this Assignment and are incorporated herein by reference. Borrower and Lender acknowledge and agree that this Assignment amends and restates the Original Assignment in its entirety.

2. Definitions. Capitalized terms not defined in this Assignment shall have the respective meanings ascribed to them in the Loan Agreement.

3. Assignment. Borrower hereby collaterally assigns, pledges, transfers and sets over to Lender and grants to Lender a direct and exclusive first priority security interest (collectively, the "Security Interest"), in and to the following property of Borrower evidencing the Mortgage Loan, whether now owned or existing or hereafter acquired or coming into existence:

(a) The Collateral, the Collateral Note, the Collateral Mortgage, the Participation Documents and all of the other Collateral Loan Documents, including, without limitation, the Collateral Loan Documents described on Exhibit A attached hereto, together with all amendments thereto and substitutions thereof;

(b) all notes and other evidences of indebtedness under the Loan Collateral, instruments, guaranties, assignments, indemnities, mortgages, acts of mortgage, security deeds, participation agreements, servicing agreements, financing statements and other documents comprising the Loan Collateral;

(c) all rights, claims, actions and/or causes of actions under the Collateral Loan Documents which may accrue to the holder of same otherwise, including, without limitation, all rights with respect to any representations, warranties, covenants and indemnities thereunder;

(d) any rights, privileges and remedies which may accrue and/or belong to the holder of the Collateral and Collateral Loan Documents or which shall arise in the future in and/or to any of the Mortgaged Property;

(e) all right, title and interest which Borrower and/or any other owner of the Loan Collateral and Collateral Loan Documents now and/or in the future may have in any of the Mortgaged Property;

(f) any insurance policies, title insurance policies and escrow agreements relating to the Mortgaged Property, or the Collateral Loan Documents and all rights which Borrower and/or any other owner of the Loan Collateral and Collateral Loan Documents now and/or in the future may have therein;

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(g) all letters of credit, deposits and collections assigned to and/or collected by Borrower from time to time with regard to the Collateral Loan Documents and the Mortgaged Property;

(h) all lost note affidavits and similar documents and all bonds pertaining to the Collateral Loan Documents;

(i) all lawsuits, judgments and actions pertaining to the Collateral Loan Documents and any successful bids at foreclosure sales relating thereto;

(j) all files, books and records of Borrower pertaining to the Mortgaged Property, and the Collateral Loan Documents;

(k) all accounts (including bank or other deposit accounts or similar items) and accounts receivable of Borrower pertaining to the Mortgaged Property, and the Collateral Loan Documents;

(l) all contract rights arising or accruing for, by reason or on account of the Collateral Loan Documents, the Mortgaged Property, including but not limited to contracts for deed, installment contracts and/or contracts or similar arrangements or any insurance policies, any title insurance policies and sales contracts relating to the Collateral Loan Documents, or the Mortgaged Property;

(m) any right, title and interest which Borrower may have or acquire by reason of condemnation, taking or the exercise of the power of eminent domain with respect to the Mortgaged Property;

(n) all other instruments, documents, operating agreements, franchise agreements and chattel paper pertaining to, governing, securing and/or evidencing the Loan Collateral; and

(o) all products and proceeds of the foregoing.

Notwithstanding the foregoing, by accepting the foregoing assignment, Lender acknowledges and agrees that (i) the foregoing assignment does not include all or any part of the Participation Interest and is limited solely to the Retained Interests; (ii) in the event Lender is required to give Borrower notice of any event which would permit Lender to exercise any remedy under this Collateral Assignment, Lender shall concurrently deliver a copy of such notice to Community Investment Fund I, LLC, c/o AEW Capital Management, World Trade Center East, Two Seaport Lane, Boston, Massachusetts 02210-2021 Attn: Iphigenia Demetriades; (iii) in the event that Lender, through the exercise of this Collateral Assignment or by any other method, succeeds to the interest of Borrower in all or any part of the collateral pledged hereunder, such interest of Lender shall be subject to the rights of the Participant under the Participation Agreement; (iv) in the event of the appointment of a "Replacement Servicer" (as defined in the Participation Agreement), Lender shall release this Assignment upon delivery to Lender of a collateral assignment of Borrower's interest in the cash flow from Borrower's "Percentage Interest" (as defined in the Participation Agreement); and (v) in the event the Participant shall elect to exercise the "Participant Buy-Out Right" (as defined in the Participation Agreement), Lender shall release this Assignment upon payment to Lender of the "Purchase

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Price" (as defined in the Participation Agreement) as and for a partial prepayment of the principal balance of the Loan.

4. Security Interest. The Security Interest granted hereby and pursuant to the Security Agreement shall be absolute, continuing and applicable to the Loan and to the Indebtedness. The Collateral shall secure repayment of the Loan and the performance of the obligations under the Loan Documents. If requested by Lender, Borrower shall concurrently herewith and/or from time to time hereafter upon request from Lender endorse any of the Collateral to or at the direction of Lender in Lender's sole and absolute discretion, subject however to the rights of Participant under the Participation Agreement. In the event that such endorsement shall not be made by Borrower promptly upon demand by Lender, Lender is hereby authorized to make such endorsement on the behalf of and in the name of Borrower, it being hereby agreed that Lender is Borrower's true and lawful attorney-in-fact for such purposes, exercisable at any time. In the event that any of the Collateral Loan Documents contain blank spaces for insertion of recording information, Borrower hereby authorizes Lender to insert, or to direct any Custodian to insert, the appropriate recording information. Borrower does hereby irrevocably appoint and constitute Lender as Borrower's true and lawful attorney-in-fact to exercise any and all of Borrower's rights in, to and under the Collateral, to give appropriate receipts, releases and satisfactions on behalf of Borrower in connection with the Collateral, and to do any or all other acts, in Borrower's name or in the name of Lender, that Borrower could do under any or all of the Collateral with the same force and effect as if this Assignment had not been executed.

5. Pledge and Delivery. Subject to the rights of Participant under the Participation Documents, Borrower hereby pledges and deposits the Loan Collateral with Lender and will pledge and deposit with Lender all the documents evidencing, securing, governing or pertaining to the Loan Collateral from time to time hereafter executed and delivered by or on behalf of the Loan Borrowers of the Loan Collateral or any other person under the Loan Collateral to Borrower, which pledge is made as collateral security for the payment and performance of the Note and the Indebtedness. The Loan Collateral shall be held by Lender and/or a Custodian subject to the terms and conditions hereof and as collateral security as aforesaid or such other person or entity as Lender may designate.

6. Representations and Warranties. Borrower hereby represents and warrants to Lender that (a) all of the representations described in Section 3.2 of the Loan Agreement are true and correct as of the date hereof, (b) all of the conditions of Section 2.2 of the Loan Agreement with respect to the Loan Collateral described in this Assignment have been satisfied and (c) no Default or Event of Default has occurred under the Note, the Loan Agreement or any of the other Loan Documents.

7. Reliance. Borrower and Lender covenant and agree that all representations, warranties, covenants and agreements made herein or in any certificate or other document delivered to Lender by or on behalf of Borrower pursuant to or in connection with this Assignment shall be deemed to have been relied upon by Lender notwithstanding any investigation heretofore or hereafter made by Lender or on its behalf, and shall survive the making of the disbursement contemplated hereby.

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8. Limitation of Liability. LENDER DOES NOT HEREBY ASSUME AND SHALL HAVE NO RESPONSIBILITY, OBLIGATION OR LIABILITY TO ANY LOAN BORROWER OR LOAN GUARANTOR OF ANY LOAN COLLATERAL OR ANY OWNER OF ANY MORTGAGED PROPERTY FOR ANY LOAN COLLATERAL, LENDER'S RELATIONSHIP BEING THAT ONLY OF A CREDITOR WHO HAS TAKEN, AS SECURITY FOR INDEBTEDNESS OWED TO IT, A COLLATERAL ASSIGNMENT FROM BORROWER OF THE COLLATERAL. NOTHING CONTAINED HEREIN SHALL LIMIT THE OBLIGATIONS OF LENDER TO PARTICIPANT UNDER THE PARTICIPATION DOCUMENTS SHOULD LENDER EXERCISE ITS RIGHTS UNDER THIS ASSIGNMENT IN CONNECTION THEREWITH. EXCEPT AS REQUIRED BY LAW OR AS NECESSARY TO RELEASE COLLATERAL LOAN DOCUMENTS (AS AND TO THE EXTENT EXPRESSLY PERMITTED UNDER THIS ASSIGNMENT) UPON SATISFACTION OF THE APPLICABLE REQUIREMENTS OR AS NECESSARY TO EFFECT ENFORCEMENT OF THE COLLATERAL LOAN DOCUMENTS, BORROWER WILL NOT, AT ANY TIME, USE THE NAME OF OR MAKE REFERENCE TO LENDER WITH RESPECT TO THE LOAN COLLATERAL OR OTHERWISE, WITHOUT THE EXPRESS WRITTEN CONSENT OF LENDER.

9. Miscellaneous

(a) Governing Law. IN ALL RESPECTS (INCLUDING, WITHOUT LIMITATION, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE), THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE AND ANY APPLICABLE LAW OF THE UNITED STATES OF AMERICA WITHOUT GIVING EFFECT TO NEW YORK'S CHOICE OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATION LAW).

(b) Successors. Except as otherwise provided in this Assignment, whenever in this Assignment any of the parties hereto is referred to, such reference shall be deemed to include the successors and permitted assigns of such party. All covenants, promises and agreements in this Assignment contained, by or on behalf of Borrower, shall inure to the benefit of Lender and its respective successors and assigns.

(c) Modification, Waiver in Writing. Neither this Assignment nor any other Loan Document nor any of the terms hereof or thereof may be amended, changed, waived, discharged or terminated, nor shall any consent or approval of Lender be granted hereunder, unless such amendment, change, waiver, discharge, termination, consent or approval is in writing signed by Lender.

(d) Headings The Article and Section headings in this Assignment are included herein for convenience of reference only and shall not constitute a part of this Assignment for any other purpose.

(e) Severability. Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be

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ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

(f) Counterparts This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

(g) No Third-Party Beneficiaries. This Assignment and the other Loan Documents are solely for the benefit of Lender and Borrower, and nothing contained in this Assignment or the other Loan Documents shall be deemed to confer upon anyone other than Lender and Borrower any right to insist upon or to enforce the performance or observance of any of the obligations contained herein or therein. All conditions to the obligations of Lender to make the Loan hereunder are imposed solely and exclusively for the benefit of Lender, and no other Person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Lender will refuse to make the Loan in the absence of strict compliance with any or all thereof, and no other Person shall under any circumstances be deemed to be a beneficiary of such conditions, any or all of which may be freely waived in whole or in part by Lender if, in Lender's sole discretion, Lender deems it advisable or desirable to do so.

(h) Time of Essence Time is of the essence of each and every provision of this Assignment of which time is an element.

(i) Principles of Construction. All references to sections, schedules and exhibits are to sections, schedules and exhibits in or to this Assignment unless otherwise specified. Unless otherwise specified, the words "hereof", "herein" and "hereunder" and words of similar import, when used in this Assignment, shall refer to this Assignment as a whole and not to any particular provision of this Assignment. The words "includes", "including" and similar terms shall be construed as if followed by the words "without limitation". Unless otherwise specified, all meanings attributed to defined terms herein shall be equally applicable to both the singular and plural forms of the terms so defined. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

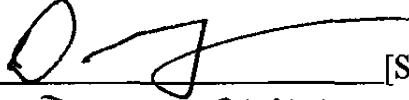
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IN WITNESS WHEREOF, Borrower and Lender have caused this Amended and Restated Collateral Assignment of Loan Documents to be duly and properly executed and delivered as of the date first written above.

**BORROWER:**

CIG INTERNATIONAL, LLC, a  
a Delaware limited liability company

By:  [SEAL]  
Name: DOUGLAS GRAYSON  
Title: SVP

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**LENDER:**

CAPITALSOURCE FINANCE LLC,  
a Delaware limited liability company

By: \_\_\_\_\_ [SEAL]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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IN WITNESS WHEREOF, Borrower and Lender have caused this Amended and Restated Collateral Assignment of Loan Documents to be duly and properly executed and delivered as of the date first written above.

**BORROWER:**

CIG INTERNATIONAL, LLC, a  
a Delaware limited liability company

By: \_\_\_\_\_ [SEAL]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LENDER:**

CAPITALSOURCE FINANCE LLC,  
a Delaware limited liability company

By:  \_\_\_\_\_ [SEAL]

Name: Steven Muscles

Title: Senior Vice President

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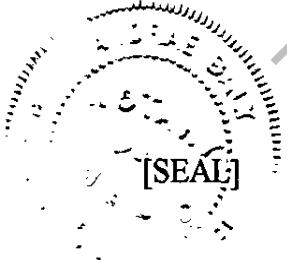


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DISTRICT OF COLUMBIA ) ss

On this the 30<sup>th</sup> day of January, 2003, before the undersigned officer personally appeared Douglas D. Grayson, who acknowledged himself to be the Senior Vice President of CIG INTERNATIONAL, LLC, a Delaware limited liability company, and executed the forgoing Amended and Restated Collateral Assignment of Loan Documents for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Andrae Baly  
Notary Public

ANDRAE BALY  
Notary Public, District of Columbia  
My Commission Expires June 14, 2005

My commission expires:

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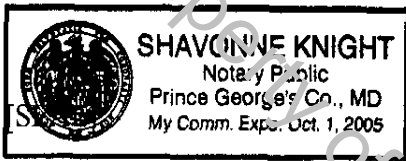
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STATE OF MARYLAND )  
                  PRINCE ) SS  
COUNTY OF GEORGE'S )

On this the 31<sup>st</sup> day of January, 2003, before the undersigned officer personally appeared Steven A. Museles, who acknowledged himself ~~herself~~ to be the Senior Vice President of CAPITALSOURCE FINANCE, LLC, a Delaware limited liability company, and executed the forgoing Amended and Restated Collateral Assignment of Loan Documents for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Shavonne Knight  
Notary Public

My commission expires: 10/1/05

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## EXHIBIT A

### COLLATERAL LOAN DOCUMENTS

1. Mortgage Note
2. Loan Agreement
3. Mortgage, Security Agreement, Fixture Filing and Assignment of Leases and Rents
4. Collateral Pledge and Security Agreement
5. UCC Financing Statements-Borrower and Equity Interest Holders
6. Environmental Indemnity Agreement
7. Assignment of Agreements Affecting Real Estate
8. Payment Guaranty
9. Limited Payment Guaranty
10. Asset Management Fee Agreement
11. Interest Reserve Account Pledge Agreement
12. Operating Account Pledge Agreement
13. Operating Account Control Agreement
14. Contractor's Consent Agreement
15. Architect's Consent Agreement
16. Architect's Certificate
17. Certification of Non-Foreign Status
18. Subordination of Mortgage and Intercreditor Agreement
19. Memorandum of Subordination Agreement
20. Escrow Agreement

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## EXHIBIT B

### MORTGAGED PROPERTY

PARCEL 1: LOTS 1, 2 AND 3 (EXCEPT THE SOUTH 46 FEET 10 ½ INCHES OF SAID LOT 3) IN BLOCK 2 IN BUENA PARK, A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF LOTS 3 AND 4 IN BLOCK 2 IN BUENA PARK, A SUBDIVISION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WESTERLY LINE OF BROADWAY, 30 FEET NORTH FROM THE SOUTH LINE OF SAID LOT 4 (MEASURED AT RIGHT ANGLES TO SAID SOUTH LINE); RUNNING THENCE WEST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID LOT 4 TO THE WEST LINE OF SAID LOT AT A POINT 30 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT; RUNNING THENCE NORTH ALONG THE WEST LINE OF SAID LOTS 3 AND 4, 66 FEET 10 ½ INCHES; RUNNING THENCE EAST UPON A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 4 TO THE WESTERLY LINE OF BROADWAY; RUNNING THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF BROADWAY TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3: THE SOUTH 30 FEET OF LOT 4 IN BLOCK 2 IN BUENA PARK, A SUBDIVISION IN THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-17-403-022  
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COMMON ADDRESS: 4344-4360 North Broadway  
Chicago, Illinois