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Eugene "Gene" Moore Fee: \$38.00
Cook County Recorder of Deeds
Date: 08/26/2003 04:40 PM Pg: 1 of 8

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**This document was prepared by and
After Recording Return**

To:

**Office of the General Counsel
Chicago Housing Authority
200 W. Adams Street, Suite 2100
Chicago, Illinois 60606
Attn: General Counsel**

JUNIOR ASSIGNMENT OF RENTS AND LEASES

Dated as of August 1, 2003

KNOW ALL MEN BY THESE PRESENTS THAT

East Lake/West End I-A, L.P., an Illinois limited partnership ("Assignor"), whose address is 2850 South Michigan Avenue in Chicago, Illinois, Suite 100, 60616, in consideration of One Dollar paid by the Chicago Housing Authority, an Illinois municipal corporation (the "Assignee"), whose office is located at 626 West Jackson Street, Chicago, Illinois 60661, hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor, its successors and assigns, as lessor, has and may have in the leases now existing or hereafter made and affecting the real property described below or any part thereof, as said leases may have been or may from time to time be hereafter,

Box 430

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modified, extended and renewed, with all rents, income, issues and profits due therefrom. The foregoing leases shall include those certain leases pursuant to the Regulatory and Operating Agreement (the "Regulatory Agreement") of even date herewith between Assignor, as Owner, and the Assignee, the Chicago Housing Authority. The Assignor will, on request of the Assignee, execute assignments of any future leases affecting any part of the Premises (as defined in the hereinafter defined Mortgage).

This Assignment of Rents and Leases (this "Assignment") is made as additional security for the obligations of the Assignor under its promissory note (herein such note, together with any and all amendments or supplements thereto, extensions thereof, shall be called the "Note") in the principal amount of Two Million Six Hundred Fifty-Six Thousand Five Hundred Ten and 00/100 Dollars (\$2,656,510), dated of even date herewith and payable to the Assignee. The obligations of the Assignor under the Note are secured by, among other things, a certain Junior Mortgage, Security Agreement and Financing Statement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Mortgage") from the Assignor to the Assignee, which Mortgage constitutes a lien on and otherwise relates to certain interests of the Assignor in certain real estate situated in the City of Chicago, Cook County, Illinois, described in Exhibit A attached hereto and hereby made a part hereof, and described in the Mortgage, and the acceptance of this Assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Mortgage. It is expressly understood and agreed by the parties hereto that before an Event of Default (which is not cured within any applicable notice and/or cure periods) occurs hereunder, or under the terms of the Mortgage or any of the other Loan Documents (as defined in the Mortgage) (an "Event of Default"), Assignor shall have the right to collect said rents, income, issues and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs, no rent more than one month in advance shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding after the occurrence of an Event of Default, the Assignor hereby assigns to the Assignee any award made hereafter to the Assignor in any court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent. Effective after an Event of Default, Assignor irrevocably appoints Assignee as Assignor's attorney-in-fact to exercise any or all of Assignor's rights in, to, and under the Documents, to give appropriate receipts, releases, and satisfactions on behalf of Assignor in connection with the performance by the other parties under the Documents, and to do any or all other acts, in Assignor's name or in Assignee's own name, that Assignor could do under any or all of the Documents with the same force and effect as if this Assignment had not been made. This power of attorney is coupled with an interest. If upon the occurrence of an Event of Default, said Event of Default shall be cured or waived, the appointment of the Assignee as attorney in fact for the Assignor shall cease.

The Assignor, if an Event of Default has occurred and is continuing, hereby authorizes the Assignee, at its option, to enter and take possession of the Premises and to manage and operate the same as the Assignee, in its discretion, may deem proper, subject to the terms and conditions of the leases subject to this Agreement. The Assignor, in such case, shall cooperate with the Assignee in all other respects to effectuate the terms and conditions hereof.

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The receipt by the Assignee of any rents, income, issues or profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto. Upon foreclosure of the Mortgage (for which this Assignment serves as additional security), it is understood by the Assignor and the Assignee that the Assignee's rights under this Assignment continue through the period of foreclosure.

The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of the said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to defend and hold it harmless from, any and all liability arising from any of said leases or from this Assignment (other than any liability arising out of the Assignee's gross negligence or willful misconduct following the Assignee's acquisition of title to or control of the Premises) and this Assignment shall not place responsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that (i) the Assignor has full right and title to assign all leases assigned hereunder and the rents, income, issues and profits due or to become due thereunder; (ii) there are no existing material defaults under the provisions of the tenant leases; (iii) the Assignor will comply with all of the material terms of the tenant leases; (iv) the Assignor will promptly give the Assignee a copy of any notice received by the Assignor concerning any material default by the Assignor under the tenant leases; and (v) the Assignor will not hereafter cancel, surrender or terminate the tenant leases, or exercise any option which might lead to such termination or change, or alter or modify the tenant leases or consent to the release of any part liable thereunder or to the assignment of any lessee's interest in the tenant leases to which such lessee is a party, other than in the ordinary course of business of the Assignor.

The Assignor hereby authorizes the Assignee, if an Event of Default has occurred and is continuing, to give notice in writing of this Assignment at any time to the tenants under the tenant leases.

The full performance of the Mortgage and the duly recorded release of the Premises and security interests described therein shall render this Assignment void and upon the written request of the Assignor, the Assignee shall execute and deliver to the Assignor a recordable release of this Assignment.

The net proceeds collected by the Assignee under the terms of this Assignment shall be applied, at the option of the Assignee, to pay all costs and expenses in connection with the management and operation of the Premises, and/or to pay all or any portion of the entire indebtedness from time to time outstanding and secured by the Mortgage. The Assignee shall not be accountable for any monies other than said net proceeds actually received by the Assignee under the terms of this Assignment, nor shall the Assignee be liable for any failure to collect

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rents or other payments due from lessees under the leases assigned hereunder. Assignee's failure to collect rents or other payments shall not constitute a waiver of any of Assignee's rights hereunder.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Mortgage.

This Assignment shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois without regard to its conflict of law principles.

If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Assignment shall be construed as if such invalid part were never included herein and this Assignment shall be and remain valid and enforceable to the fullest extent permitted by law.

All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Mortgage or the Loan Agreement.

The obligations of Assignor under this Assignment are limited to satisfaction of repayment of the amounts due to Assignee under the Note or under any of the Loan Documents and shall be limited to Assignee's rights with respect to the collateral pledged and assigned under the Mortgage, this Assignment of Rents, the Assignment of Contracts or any of the other Loan Documents, provided that nothing herein or in any other Loan Document shall (i) limit the liability of the Owner under the Regulatory and Operating Agreement or (ii) limit the liability of any guarantor under any guaranty securing the Note or any other indebtedness secured by this Mortgage or shall limit the obligations of the guarantor under the Development Completion Guaranty.

Notwithstanding the immediately preceding paragraph, nothing herein or in any of the Loan Documents shall limit the rights of Assignee, following any of the events hereinafter described, to take any action as may be necessary or desirable to pursue Assignor, General Partner, and/or Owner(s), for any and all Losses incurred by Assignee arising from: (i) a material misrepresentation, fraud made in writing or misappropriation of funds by Assignor, General Partner, and/or Owner(s), (ii) intentional or material waste to the Premises; (iii) use of proceeds of the indebtedness evidenced by the Note for costs other than Eligible Costs; (iv) the occurrence of a Prohibited Transfer without Assignee's prior written consent, to the extent such Prohibited Transfer results from the intentional, willful, voluntary and/or negligent acts or omissions of Assignor, General Partner, and/or Owner(s); (v) any breach of Assignor's representations, warranties or covenants regarding Hazardous Materials or Environmental Laws contained in any of the Loan Documents; (vi) the occurrence of any uninsured casualty to the Premises or other collateral or security provided under any of the Loan Documents for which there has been a failure to maintain insurance coverage as required by the terms and provisions of the Loan Documents; (vii) the misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Premises or other collateral or security provided under any of the Loan Documents; or (viii) any inaccuracy in the statements in Affidavits, if any.

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Assignee waives any and all right to seek or demand any personal deficiency judgment against Assignor, in conjunction with a foreclosure proceeding, under or by reason of any of the non-recourse monetary obligations of Assignor; provided, however, that the foregoing shall not limit or affect Assignee's right to sue or otherwise seek recourse against Assignor, General Partner, if any, any/or Owner(s), in any separate action or proceeding for all Losses incurred by Assignee.

Assignor hereby acknowledges that any loan or transfer of public housing funds by Assignee shall not be or be deemed to be an assignment of such funds, and Assignor shall not succeed to any rights or benefits of Assignee under applicable grant or funding agreements between Assignee and HUD, or attain any privileges, authorities, interests, or rights in or under applicable grant or funding agreements between Assignee and HUD. Nothing contained in this Assignment, nor any act of HUD or Assignee shall be deemed or construed to create any relationship of third party beneficiary, principal and agent, limited or general partnership, joint venture, or any association or relationship involving HUD, except between HUD and Assignee as provided by the terms of applicable grant agreements. In addition, there are otherwise no third party beneficiaries of this Assignment and no third party shall have any rights under this Assignment except HUD.

Notwithstanding anything else to the contrary in this Assignment, the Operating Subsidy (as defined in the Regulatory Agreement) is assigned only to the extent permitted by such Regulatory Agreement, and the Tenant Housing Payments (as defined in the Regulatory Agreement) are excluded from this Assignment, to the extent that such Tenant Housing Payments constitute the property of the Authority pursuant to the Regulatory Agreement.

Notices under this Assignment shall be given in the same manner as specified in the Mortgage.

This Assignment of Rents and Leases is subordinated to the prior payment in full of the Senior Loan, and this Agreement is made expressly subject to all terms of that certain Intercreditor and Subordination Agreement by and among Assignor, Assignee, Senior Lender and other parties dated of even date herewith recorded in the office of the Recorder of Deeds of Cook County, Illinois.

Exhibit A: Legal Description

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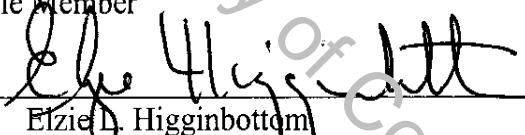
IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal as of the day and year first above written.

ASSIGNOR:

East Lake/West End I-A, L.P.,
An Illinois limited partnership

By: East Lake/West End LLC,
An Illinois limited liability company, its
Sole General partner

By: East Lake Management & Development Corp.,
an Illinois corporation, its
Sole Member

By: 
Etzie L. Higginbottom
Its: Chairman and Chief Executive Officer

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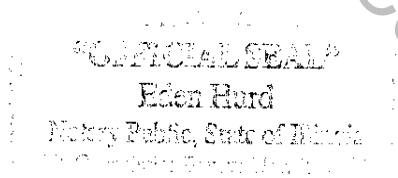
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that Elzie L. Higginbottom , personally known to me to be the Chairman and Chief Executive Officer of East Lake Management & Development Corp., the sole member of East Lake/West End LLC, as general partner of East Lake/West End I-A, L.P., an Illinois limited partnership (the "Assignor"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity as general partner and on behalf of such East Lake/West End I-A, L.P. he signed, sealed and delivered the said instrument pursuant to the authority given by the Partnership Agreement as his free and voluntary act, and as the free and voluntary act and deed of the Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 24 day of August, A.D. 2003.

Eden Hurd

Notary Public



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EXHIBIT A

ROCKWELL PHASE I-A LEGAL DESCRIPTION

PARCEL 1:

LOTS 1 AND 2 IN WEBB'S SUBDIVISION OF THE SOUTH $\frac{1}{2}$ OF LOT 4 AND THAT PART OF LOTS 5 AND 6 IN BLOCK 1 OF ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOTS 1 THROUGH 6, THE WEST 9.9 FEET OF LOT 7, THE WEST 9.9 FEET OF LOT 10 AND LOTS 11 THROUGH 16 IN THE SUBDIVISION OF THE WEST $\frac{1}{2}$ OF LOT 7 AND PART OF LOT 6, LYING EAST OF A LINE 792 FEET EAST OF THE CENTRE OF CALIFORNIA AVENUE IN BLOCK 1 OF ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE EAST AND WEST 15 FOOT VACATED ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 AND 2 AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 9 AND 10 EXCEPT THEREFROM THE WEST 16 FEET OF LOTS 2 AND 9 IN WEBB'S SUBDIVISION OF THE SOUTH $\frac{1}{2}$ OF LOT 4 AND PARTS OF LOTS 5 AND 6 IN BLOCK 1 OF ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO ALL THAT PART OF THE EAST AND WEST 16 FOOT VACATED ALLEY SOUTH OF AND ADJOINING THE SOUTH LINE OF LOTS 1 TO 8, BOTH INCLUSIVE, AND NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 9 TO 16, BOTH INCLUSIVE, EXCEPT THEREFROM THE EAST 16 FEET OF LOTS 8 AND 9 IN THE SUBDIVISION OF THE WEST $\frac{1}{2}$ OF LOT 7 AND THAT PART OF LOT 6 IN BLOCK 1 OF ROCKWELL'S ADDITION AFOREMENTIONED, LYING EAST OF A LINE 792 FEET EAST OF THE CENTER LINE OF CALIFORNIA AVENUE, IN COOK COUNTY, ILLINOIS.

KNOWN AS: 2649 – 2665 W. MADISON STREET
2638 – 2650 W. MONROE STREET
CHICAGO, ILLINOIS

PERMANENT INDEX NUMBERS:

16-13-201-003
16-13-201-004
16-13-201-011

AREA=46,015 SQ. FT. OR 1,056 ACRES