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Doc#: 0331127014
Eugene "Gene" Moore Fee: \$60.00
Cook County Recorder of Deeds
Date: 11/07/2003 09:51 AM Pg: 1 of 19

ASSIGNMENT OF RENTS AND LEASES

203-7357

STREET ADDRESS:

155 Acre Parcel at Volmer Road
Cicero Avenue and I-57
Matteson, Illinois

PERMANENT TAX INDEX NUMBERS:

31-16-203-002-0000; 31-16-203-003-0000
31-16-203-004-0000; 31-16-203-005-0000
31-16-203-007-0000; 31-16-203-009-0000
31-16-203-0011-0000; 31-16-203-0012-0000

THIS INSTRUMENT PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Michael Best & Friedrich, LLP
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611
Attn: Edward J. Halper, Esq.

Box 64

(17)

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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that LORD & ESSEX MATTESON, LLC, an Illinois limited liability company ("Borrower"), in consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does pursuant to this Assignment of Rents and Leases ("Assignment") dated this 29th day of October, 2003 hereby assign, transfer and set over unto the individuals or the entities listed on Exhibit "A" hereto (collectively, the "Lenders") with an address at c/o USA Commercial Mortgage Company, 4484 South Pecos Road, Las Vegas, Nevada 89121, a Nevada corporation, their successors and assigns, all right, title and interest of the Borrower in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate, improvements thereon, and premises hereinafter described which the Borrower may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Lender under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made, (collectively the "Leases"), relating to that certain real estate situated at the street address shown below in the State of Illinois, legally described in Exhibit "B" attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Mortgaged Property"), including, without limiting the generality of the foregoing, all right, title and interest of Borrower in and to all the rents (whether fixed or contingent), earnings, renewal rents, royalties, contract rights, security deposits, minimum rents, additional rents, percentage rents, storage space facilities rents, late fees, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property together with any and all rights and claims of any kind which Borrower may have against any obligor under any of the Leases (including but not limited to any rights or claims Borrower may have against any guarantors thereof) or against any subtenants or assignees thereof, or any occupants of the Mortgaged Property and all other sums due or which may hereafter become due under or by virtue of the Leases (the "Rents").

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on and other sums due under that certain Note in the original principal amount of Twenty-Seven Million Fifty Thousand Dollars (\$27,050,000) (the "Note") of Borrower and Brookmere, LLC (collectively, "Maker") dated of even date herewith, made payable to the order of the Lender which matures on April 30, 2005, expressed

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to bear interest prior to maturity, and after maturity until paid, as set forth in the Note, (ii) the performance of all obligations, covenants, promises and agreements contained herein and the payment of all amounts due Lender hereunder and the performance of all obligations, covenants, promises and agreements contained in and the payment of all amounts due Lender under (a) that certain Mortgage, Assignment of Rents and Security Agreement dated of even date herewith from the Borrower to the Lender (the "Mortgage"), conveying and mortgaging the Mortgaged Property as security for the Note and (b) all other loan documents described in said Mortgage ("Loan Documents"), and (iii) the payment of all reasonable expenses and charges, legal or otherwise, paid or incurred by the Lender in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or any security therefor or any rights of the Lender in connection therewith, including this Assignment (all amounts due under the Note and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii) and (iii) above being hereinafter referred to as the "Liabilities and Obligations").

The Borrower does hereby irrevocably constitute and appoint the Lender the true and lawful attorney of the Borrower with full power of substitution for Borrower and in Borrower's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Borrower could do, and to endorse the name of the Borrower on all commercial paper given in payment or in part payment thereof, and in the Lender's discretion to file any claim or take any other action or proceeding, either in the Lender's name or in the name of the Borrower or otherwise, which the Lender may reasonably deem necessary or appropriate to protect and preserve the right, title and interest of the Lender in and to the Leases and Rents and the security intended to be afforded hereby. The power of attorney granted Lender under this Assignment shall be coupled with an interest and shall be irrevocable and same cannot be modified or altered without the written consent of Lender.

The Borrower warrants and represents to and agrees with the Lender that (i) Borrower has the full right, power and authority to enter into and execute this Assignment, (ii) Borrower is the sole owner of the entire interest of landlord in the Leases and the Borrower has not heretofore alienated, assigned, pledged or otherwise disposed of any of the Leases, Rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder; without Lender's prior written consent, Borrower will not transfer, sell, assign, pledge, encumber or grant a security interest in any of the Leases or Rents and without Lender's prior written consent, Borrower will not consent to, suffer or permit the assignment or subletting of any leasehold estate created under any Lease; any attempted sale, transfer, pledge, encumbrance, assignment or subletting without such written consent whether by Borrower or a tenant, shall be null and void, (iii) all Leases are and will be valid and enforceable in accordance with their terms, and shall remain in full force and effect irrespective of any merger of the interest of landlord and tenant thereunder, (iv) Borrower will promptly notify Lender of any default or claimed default by landlord or tenant under the Leases of which it becomes aware, (v) if any Lease provides for the abatement of any Rent during repair of any portion of the Mortgaged Property demised thereunder by reason of fire or other casualty, the Borrower shall furnish loss of rent insurance to Lender in amount and form and written by insurance companies as shall be satisfactory to Lender, (vi) Borrower shall not hereafter permit any Lease to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage

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is now, or may pursuant to its terms become, subordinate, nor terminate, modify or amend any of the Leases or any guaranty thereof or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or amendment of any of the Leases or any guaranty thereof without such written consent shall be null and void, (vii) no payment of any Rent (except for security deposits provided for under the Leases) has been or will be made by any tenant or by any person in possession of any portion of the Mortgaged Property for more than one month's installment in advance or has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrower, (viii) Borrower shall perform all of its covenants and agreements under the Leases and shall not suffer or permit any release of liability of, or right to withhold payment of any Rent by, the tenants therein, (ix) Borrower shall not commence or continue proceedings to evict, remove or dispossess any tenant under any Lease or to terminate any Lease without the prior written consent of Lender, (x) all Leases existing as of the date hereof are unmodified and in full force and effect, and neither the Borrower nor any of the tenants thereunder are in default under any of the terms, covenants or conditions thereof and no event or condition has occurred or presently exists which would, but for the passage of time, the giving of notice or both, would constitute a default by either the Borrower or any of the tenants thereunder, and none of the tenants thereunder have any right of set-off or counterclaim or any defense to full performance of such tenant's obligations thereunder, (xi) Borrower shall not waive, cancel, release, modify, excuse, condone, discount, set-off, compromise or in any manner release or discharge any tenant or any guarantor of any tenant under any of the Leases or guaranty thereof from any obligation, covenant, condition or requirement of said Leases or guaranty, without the prior written consent of Lender and any of such actions taken without such written consent shall be null and void, (xii) in the event any tenant under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Borrower covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Borrower and Lender. The Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, notwithstanding anything else to the contrary contained in this Assignment, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the Liabilities and Obligations as Lender may elect.

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all Leases, Rents, earnings, income, issues and profits of the Mortgaged Property, but so long as (a) there does not occur or exist a Default, as defined in the Note or in any of the other Loan Documents, (b) Borrower remedies within fifteen (15) days after written notice from Lender to Borrower any failure of Borrower to fully and faithfully satisfy, perform, discharge, observe and comply with each and every term, condition, agreement, undertaking, covenants and provision to be performed, discharged, observed and complied with by Borrower hereunder, (c) no representation or warranty made herein or in any other certificate, document, financial or other statement furnished at any time to Lender under or in connection herewith proves to have been incorrect, incomplete or misleading in any material respect on the date made or date delivered to Lender (collectively, a "Default"), the Borrower shall have the right and license to

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collect, use and enjoy all Rents and other sums due or to become due under and by virtue of any Lease as they respectively become due.

The Borrower hereby irrevocably consents to and authorizes and directs that any tenant or other obligor under any Lease upon demand and notice from the Lender of the Lender's right to receive Rents and other sums hereunder, shall pay such Rents and other sums to the Lender without any obligation on the part of such tenant or other obligor to determine the actual existence of any Default or event claimed by the Lender as the basis for the Lender's right to receive such Rents or other sums and notwithstanding any notice from or claim of the Borrower to the contrary. The Borrower hereby waives any right or claim against any tenant or other obligor for any such Rents and other sums paid by tenant or other obligor to the Lender.

Without limiting any legal rights of the Lender as the absolute assignee of the Rents, issues and profits of the Mortgaged Property and in furtherance thereof, Borrower agrees that following a Default, whether before or after the Note is declared due in accordance with its terms, the Lender may, at its option (i) take actual possession of the Mortgaged Property, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Mortgaged Property together with all documents, books, records, papers and accounts relating thereto, and exclude the Borrower, its agents or servants, therefrom and hold, operate, manage and control the Mortgaged Property, and at the expense of the Mortgaged Property, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Mortgaged Property as may seem judicious, and pay taxes, assessments and prior or future charges on the Mortgaged Property, or any part thereof, and insure and reinsure the same, and lease the Mortgaged Property in such parcels and for such times and on such terms as Lender may reasonably deem fit, including Leases for terms expiring beyond the Maturity Date, and cancel any Lease or sublease for any cause or on any ground which would entitle the Borrower to cancel the same and in such case have the right to manage and operate the said Mortgaged Property and to carry on the business thereof as the Lender shall deem proper or (ii) with or without taking possession of the Mortgaged Property, Lender may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Lender shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Borrower arising thereunder or in respect thereof. In addition, after a Default, Borrower's rights to use the Rents shall terminate and any Rents then or thereafter coming into Borrower's possession after a Default or received prior to Default by Borrower or its agents for performance of any actions prohibited by this Assignment including any amounts received by Borrower in connection with any cancellation, modification or amendment of any Lease prohibited pursuant to the terms hereof shall be held in trust by Borrower for the benefit of Lender, not commingled with any other funds of Borrower and immediately delivered to Lender and Borrower shall have no further right to use the Rents without the written consent of Lender. After a Default, immediately upon demand by Lender, Borrower shall deliver to Lender the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Lender, which endorsements and/or assignments shall be in form and substance acceptable to Lender. Lender, then or at any time or times thereafter, at its sole election, without notice thereof to Borrower, and without taking possession of the Mortgaged

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Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Lender, and Lender (in its name, in the name of Borrower or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Lender and Borrower, immediately upon demand by Lender, irrevocably shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Lender. Lender shall also have the right, either before or after sale of the Mortgaged Property, without notice and without requiring bond (notice and bond being hereby waived), without regard to the solvency or insolvency of Borrower at the time of application and without regard to the then value of the Mortgaged Property or whether the same is then occupied, to make or require Borrower to make application for and obtain the appointment of a receiver for the Mortgaged Property. Such receiver shall have the power to collect the Rents during the pendency of any suit brought by Lender to foreclose the Mortgage and, in case of a sale and a deficiency, during the full statutory period of redemption if any, as well as during any further times when Borrower, except for the intervention of such receiver, would be entitled to collect the Rents, and shall have all other powers which may be necessary or usual in such cases for the protection, possession, control, management and operation of the Mortgaged Property. The court before which such suit is pending may from time to time authorize the receiver to apply the net income in his hands in payment, in whole or in part, of the Liabilities and Obligations.

Any sums received by Lender under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Lender may elect:

(a) to the payment of all proper charges and expenses including the just and reasonable costs of Lender, its respective attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Mortgaged Property and the conduct of the business thereof and, if the Lender shall elect, to the establishment of a reserve which shall be sufficient in Lender's judgment to indemnify it against any liability, expense, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of (i) operating expenses of the Mortgaged Property, including costs of management and leasing thereof (including reasonable compensation to Lender and its agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), costs incurred in establishing any claims for damages, and premiums on insurance maintained for the benefit of the Mortgaged Property; (ii) taxes and special assessments now due or which may hereafter become due on the Mortgaged Property; and (iii) the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Mortgaged Property, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Mortgaged Property in such condition as will, in the reasonable judgment of Lender, make it readily rentable;

(c) to the payment of any sum secured by a lien or encumbrance upon the Mortgaged Property;

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(d) to the reasonable cost of completing any necessary or appropriate improvements being constructed on or about the Mortgaged Property; and

(e) to the reduction of the Liabilities and Obligations, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Lender and nothing herein contained shall obligate Lender to use any such sums for a purpose other than reducing the Liabilities and Obligations unless it shall elect so to do. Lender shall be subrogated to any lien discharged out of the Rents, income and profits of the Mortgaged Property.

As requested by Lender from time to time, Borrower shall deliver to Lender, in form and substance acceptable to Lender, a detailed rent roll of all the Leases and such other matters and information relating thereto as Lender may reasonably request, certified by Borrower by its chief financial officer, general partner or managing member as being true, correct, accurate and complete.

The Borrower hereby further covenants that the Borrower will upon request of the Lender execute and deliver such further instruments and do and perform such other acts and things as the Lender may reasonably deem necessary or appropriate to carry out the purposes and intent of this Assignment and to secure to the Lender the Leases and Rents which are intended to be assigned to the Lender hereunder. Borrower irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

The acceptance by the Lender of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Mortgaged Property by the Lender, be deemed or construed to constitute the Lender a mortgagee in possession nor impose any obligation whatsoever upon the Lender, it being understood and agreed that the Lender does not hereby undertake to perform or discharge any obligation, duty or liability of the Borrower under any Leases or under or by reason of this Assignment. The Lender shall not have any liability to Borrower or any one for any action taken or omitted to be taken by it hereunder. Should the Lender incur any expense, liability, loss or damage under or by reason of this Assignment or for any action taken by the Lender hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Lender arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate as defined in the Note shall be secured by this Assignment and by the Mortgage and other Loan Documents, and the Borrower shall reimburse the Lender therefor immediately upon demand. Borrower's obligation to so pay and indemnify and hold harmless Lender as hereafter set forth shall survive the payment of the Liabilities and performance of the Obligations and the release of this Assignment.

Borrower hereby agrees to indemnify, defend with counsel reasonably acceptable to Lender (at Borrower's sole cost) and hold Lender harmless of, from and against any and all

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liability, loss, damage or expense which Lender may or might incur by reason of this Assignment, or for any action taken by Lender hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Lender arising out of the Leases or Borrower's Lease, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Borrower including any security deposits under any Lease, but not delivered to Lender, for any period under any of the Leases more than one month in advance of the due date thereof. Should Lender incur any such liability, loss, damage or expense, the amount thereof (including without limitation reasonable attorneys' fees and costs) shall be payable by Borrower immediately upon demand, shall bear interest at the Default Rate as defined in the Note, and shall be secured hereby and by the Mortgage and other Loan Documents.

Until the Liabilities shall have been paid in full and full performance of the Obligations has been made, Borrower will, upon Lender's request, deliver to Lender promptly after request, executed copies of any and all present or future Leases, and hereby covenants and agrees to make, execute and deliver unto Lender upon demand and at any time or times, any and all specific assignments thereof that the Lender may reasonably deem to be advisable for carrying out the purposes and intent of this Assignment.

The rights and remedies of the Lender hereunder are cumulative and are not in derogation of, secondary to or in lieu of but are in addition to any rights or remedies which the Lender shall have under the Note, Mortgage or any other Loan Document or any other instrument or document or under applicable law and the exercise by Lender of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Lender, whether arising under the Mortgage, the Loan Documents or otherwise, each and all of which may be exercised whenever Lender deems it in its interest to do so. The rights and remedies of the Lender may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Lender to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Lender to collect and receive the Rents assigned hereunder or to exercise any of the rights or powers herein granted to the Lender shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suits to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Mortgaged Property after any foreclosure sale.

Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (or mailed to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth below or to such other address as either party shall direct by like written notice and shall be deemed to have been made on the third (3rd) day after posting as aforesaid. If sent by commercial courier which guarantees next day delivery, such notice, demand or request shall be deemed to have been made on the first (1st) business day after

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delivery to the courier, with fee paid and next day delivery designated. For purposes herein, notices shall be sent to Borrower and Lender as follows:

To Borrower:

Brookmere, LLC
Lord & Essex Matteson, LLC
135 Mitchell Road
Aurora, IL 60504
Attn: John J. Popp, Jr.

To Lender:

USA Commercial Mortgage Company.
4484 South Pecos Road
Las Vegas, Nevada 89121
Attn: Joe Milanowski

with a copy to:

Michael Best & Friedrich, LLC
401 North Michigan Avenue
Suite 1900
Chicago, Illinois 60611
Attention: Edward J. Halper

or at such place or to such other person as any party may by notice in writing designate in the manner described above as a place for the service of notice. Failure to deliver courtesy copies shall not affect the validity of service between the parties.

BORROWER BY ITS EXECUTION HEREOF WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM, WHETHER IN CONTRACT OR TORT, AT LAW OR EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT. THIS WAIVER OF RIGHT TO JURY TRIAL IS KNOWINGLY AND VOLUNTARILY GIVEN AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.

BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE OF NEVADA AND ILLINOIS OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THE NOTE, THIS INSTRUMENT OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION SITTING IN

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CLARK COUNTY, NEVADA OR IN ANY COUNTY AND STATE IN WHICH COLLATERAL IS LOCATED, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY FORUM OTHER THAN CLARK COUNTY, NEVADA (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO THE BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN THE LOAN DOCUMENTS, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

No judgment or decree which may be entered on any of the Liabilities and Obligations shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment of all the Liabilities and performance of all the Obligations, and until all bills incurred by virtue of the authority herein contained have been fully paid out of Rents, income, issues and profits of the Mortgaged Property, or by the Borrower, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all the Liabilities are fully satisfied and all the Obligations fully performed before the expiration of any period of redemption.

To the extent, if any, that any provisions of the Mortgage may provide for the partial release thereof upon conditions therein stated, the Leases of any portion of the Mortgaged Property which may be released from the lien of the Mortgage pursuant to such provisions, and any Rents, thereafter accruing with respect thereto, shall ipso facts be immediately released from this Assignment without the necessity of further action or instrument.

This Assignment and all provisions hereof shall be binding upon the Borrower, its successors, assigns, executors, administrators and legal representatives and all other persons or entities claiming under or through them, and the word "Borrower," when used herein shall include all such persons and entities and any others liable for the payment of the Liabilities or performance of the Obligations or any part thereof. The word "Lender," when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

This Assignment shall be governed by the laws (without giving effect to the conflicts of laws principles thereof) of the State of Nevada in which State the Note and this Assignment were executed and delivered, except to the extent that validity, perfection or enforcement of rights or remedies hereunder are governed by the laws of the jurisdiction wherein the Mortgaged Property is located. Wherever possible each provision of this Assignment shall be interpreted in such a

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manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Time is of the essence of this Assignment. Whenever pursuant to this Assignment Lender exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Lender, the decision of Lender to approve or disapprove or to decide the arrangement or terms are satisfactory or not satisfactory shall be in the sole discretion of Lender and shall be final and conclusive. Neither this Assignment nor any provision hereof may be amended, modified, waived or discharged orally. Borrower specifically acknowledges that Borrower has had an opportunity to review this Assignment with its legal counsel and after said review understands the legal meaning and legal consequences of the provisions contained herein.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the day and year first above written.

BORROWER:

LORD & ESSEX MATTESON, LLC,
an Illinois limited liability company

By: _____

John J. Popp, Jr.
Its Manager

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STATE OF NEVADA)
) SS.
 COUNTY OF CLARK)

I, Lynda Stewart, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOHN J. POPP, JR., the Manager of LORD & ESSEX MATTESON, LLC, personally known to me to be the same person whose name is subscribed to the foregoing 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 as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29 day of October, 2003.



Lynda Stewart
 Notary Public

My commission expires: 2/4/07

UNOFFICIAL COPY**EXHIBIT "A"****LENDERS**

Names	Amount
A. Andrew Schwarzman & Maria T. Cotch, joint tenants with right of survivorship	\$25,000.00
Alan Robinson & Gail Robinson, as husband and wife, joint tenants with right of survivorship	\$75,000.00
Albert Johnson Jr. & Norma J. Johnson Trustees of the Johnson Family Trust dated 2/17/98	\$40,000.00
Alice Shepherd	\$30,000.00
Arthur E. Kebble & Thelma M. Kebble Trustees of the Arthur E. Kebble & Thelma M. Kebble Family Trust dated 5/19/95	\$25,000.00
Ashley Brooks	\$100,000.00
Barbara Macfarlane Trustee of the Barbara Macfarlane Living Trust Agreement dated 6/4/95	\$25,000.00
Bay Area Capital, LLC	\$50,000.00
Bernard Greenblatt Trustee of the Bernard Greenblatt Living Trust UA dtd 7/15/96	\$300,000.00
Bernard Kruger, a married man dealing with his sole and separate property	\$25,000.00
Bert A. Stevenson Trustee of the Stevenson Pension Trust dated 1/7/94	\$300,000.00
Betty R. Pardo Trustee of the Pardo Family Trust dated 4/13/90	\$25,000.00
Brian Sack	\$50,000.00
Bruce Sonnenberg & Rosemary Sonnenberg, joint tenants with right of survivorship	\$100,000.00
Burton M. Sack	\$250,000.00
Carmel Winkler Trustee of the Winkler Family Trust UTD 3/13/86	\$25,000.00
Charles Robert Cowman Trustee of the Charles Robert Cowman & Geneva Cowman Joint Revocable Inter Vivos Trust	\$50,000.00
Chriss J. Hammond & Tara M. Hammond, husband and wife, as joint tenants with rights of survivorship	\$50,000.00
Clair W. Potter Trustee of the Clair W. Potter Trust	\$100,000.00
Clifford D. Hagberg as Personal Representative of the Estate of Florence L. Hagberg	\$100,000.00
Commerce Bank Custodian For Fred G. Neufeld IRA	\$40,000.00
Connie Westbrook	\$20,000.00
Cynthia Burdige a single woman & Daniel Drubin, a married man with his sole and separate property, as joint tenants with right of survivorship	\$135,000.00
Cynthia Burdige Trustee of the Cynthia Burdige Trust U/A dated 4/13/00	\$25,000.00
Daniel Carlton & Takeko Carlton Trustees for the Daniel O. Carlton & Takeko Carlton Revocable Trust dated 4/30/97	\$70,000.00
Daniel Carlton & Zora N. Carlton	\$15,000.00
Daniel D. Newman Trustee of the Daniel D. Newman Trust dated 11/1/92	\$65,000.00

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Daniel Drubin & Laura Drubin, husband and wife, as joint tenants with right of survivorship	\$130,000.00
Daniel Lisek, Claire Lisek & Gayle Harkins Trustees of the Lisek Family Trust dated 1/29/92	\$50,000.00
Daniel R. Smith & Diann L. Smith, husband & wife, as joint tenants with rights of survivorship	\$10,000.00
Darlene Hammond Trustee of the Dar Living Trust dated 2/12/03	\$50,000.00
Daryl L. Blanck & Yvonne M. Blanck Trustees of the Daryl Blanck & Yvonne Blanck Trust dated 3/23/94	\$25,000.00
David Fossati	\$100,000.00
David Krynzel & Dan Krynzel	\$100,000.00
David M. Greenblatt and Karl Greenblatt, joint tenants with right of survivorship	\$50,000.00
David Pumphrey & Patricia Pumphrey Trustees of the Pumphrey Family Trust dated 11/8/89	\$105,000.00
Davis Investments	\$200,000.00
DeHart/Hooks, L.P.	\$60,000.00
Denise A. Murphy	\$50,000.00
Dennis Flier & Carol Flier Trustees of the Flier Family Trust dated 1/21/98	\$100,000.00
Dennis Flier Trustee of the Dennis Flier, Inc. Defined Benefit Trust dated 6/29/87	\$170,000.00
Dennis L. London Trustee of the London Trust dated 9/20/99	\$25,000.00
Dixie Gross Trustee of the Dixie B. Gross Revocable Trust	\$100,000.00
Donald B. Stark & Rosalind L. Stark Trustees of The Stark Family Trust dated 4/2/84	\$25,000.00
Doyne J. Carson & Elsie L. Carson Trustees of the Carson Family Trust dated 9/16/93	\$25,000.00
Edward D. Earl	\$25,000.00
Elizabeth Florence Brown & Janie Tammadge	\$50,000.00
Fertitta Enterprises, Inc.	\$1,000,000.00
First Savings Bank C/F Herbert R. Heider IRA	\$25,000.00
First Savings Bank Custodian For Anthony Christian IRA	\$30,000.00
First Savings Bank Custodian For Daniel Drubin IRA	\$25,000.00
First Savings Bank Custodian For Earlene E Fitzner IRA	\$50,000.00
First Savings Bank Custodian For Edward C. Fraser IRA	\$35,000.00
First Savings Bank Custodian For Joseph Davis IRA	\$20,000.00
First Savings Bank Custodian For Manuel Rice IRA	\$40,000.00
First Savings Bank Custodian For Robert A. Schell IRA	\$150,000.00
First Savings Bank Custodian for Robert D. Earp IRA	\$50,000.00
First Trust Company of Onaga Custodian For Ruby Simon, IRA	\$37,000.00
Frank Capodici & Marie Capodici	\$50,000.00
Frank G. Eliano Trustee for the benefit of The Frank G. Eliano 1995 Revocable Trust	\$20,000.00
Frank Reale	\$100,000.00
Franz J. Zimmer Trustee of the Franz J. Zimmer Revocable Trust dated 02/05/97	\$100,000.00
Freda Newman Trustee of the Freda Newman Trust dated 7/26/84	\$25,000.00
Gale Gladstone-Katz	\$100,000.00

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Gary Tebbutt	\$5,000.00
George Minar & Virginia Minar Trustees for the benefit of The Virginia & George Minar Living Trust	\$25,000.00
Gerald B. Merz & Nancy J. Merz	\$25,000.00
Gerry Topp	\$50,000.00
Gloria Valair	\$50,000.00
Gregory D. Yonai Trustee of the Gregory D. Yonai Family Trust	\$25,000.00
Gregory L. Freeman	\$100,000.00
Gregory L. Freeman Trustee of the Lillian M. Freeman Trust dated 5/31/85	\$45,000.00
Hannah Brehmer & Marti Brehmer, joint tenants with right of survivorship	\$35,000.00
Harold Sturza & Elyse Smerling, joint tenants with right of survivorship	\$25,000.00
Helms Homes, LLC	\$200,000.00
Henry E. Pattison & Ruth V. Pattison, joint tenants with right of survivorship	\$25,000.00
Herbert Slovis & Julie P. Slovis, joint tenants with right of survivorship	\$100,000.00
Hermaine Hinden & Seymour Hinden Trustees of the Hermaine & Seymour Hinden Living Trust dated 2/22/00	\$30,000.00
Irwin Cohen & Marilyn T. Cohen Trustees of the Cohen Living Trust dtd 3/6/90	\$200,000.00
Jack L. Rankin	\$50,000.00
Jack Polen & Gladys Polen Trustees of the Jack & Gladys Polen Family Trust dated 6/28/88	\$50,000.00
James B. Cardwell Trustee of the Cardwell Charitable Trust	\$100,000.00
James B. Corison Trustee of the James B. Corison Trust dated 12/3/98	\$100,000.00
James Cardwell & Reba Cardwell Trustees of the Cardwell Family Trust	\$150,000.00
James E. Mathieson & Doris R. Mathieson, husband and wife as joint tenants	\$20,000.00
James J. Duffy Jr. Trustee of the Duffy 1986 Trust dated 5/18/86	\$50,000.00
James Liem Trustee of the Liem Family Trust	\$25,000.00
James Nikolovski & Natalija Nikolovski, joint tenants with right of survivorship	\$25,000.00
Jay E. Henman, an unmarried man	\$75,000.00
Jerome Marshall & Rochelle Marshall, as Tenants in Common	\$30,000.00
Jillian Campbell & Patsy Rieger, joint tenants with right of survivorship	\$15,000.00
John A. Manney & Kathryn B. Manney, as joint tenants with right of survivorship	\$10,000.00
John D. Eichhorn & Jill A. Eichhorn, husband & wife, as joint tenants with right of survivorship	\$150,000.00
John Mrasz & Janet Mrasz Trustees of the John Mrasz Enterprises, Inc. Defined Benefit Plan dated 5/86	\$100,000.00
John Nix & Lisa Nix, joint tenants with right of survivorship	\$75,000.00
John P. Ulrich, a married man dealing with his sole & separate property	\$35,000.00
JV Marrone Trustee for the benefit of The JV Marrone Revocable Trust dated 12/12/95	\$30,000.00
K. Ken Kaneda & Brigitte Arend-Kaneda Trustees of the Kaneda Living Trust dated 5/30/02	\$60,000.00
Kathy John & Tina Eden, joint tenants with right of survivorship	\$25,000.00
Kelly Cooper & Susan Mack, joint tenants with right of survivorship	\$25,000.00
Kenneth R. Becker, Joanne T. Becker, Grace Becker, & Sarah Becker with right of survivorship	\$100,000.00

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Kip Bishofberger an unmarried man, and Betty Bishofberger a married woman, as joint tenants with the right of survivorship	\$25,000.00
KTaylorGO Investments, LTD	\$200,000.00
Lawrence A. Kirkham & Kathleen B. Sanginiti Trustees of the Kirkham & Sanginiti Trust dated 2/29/96	\$25,000.00
Leon E. Singer & Suzy Singer Trustees of the Leon E. Singer & Suzy Singer Revocable Trust dated 6/30/99	\$50,000.00
Leona Lubliner Trustee of the Leona Lubliner Living Trust U/A dated 7/16/96	\$50,000.00
Lewis Fine & Arlene J. Fine	\$60,000.00
Liberty Resource Management Corp.	\$100,000.00
Lily Markham & Irene Anne Markham-Tafoya	\$15,000.00
Louise Teeter CPA Retirement Plan	\$60,000.00
Marceline Maxwell, an unmarried woman & Edward D. Earl an unmarried man dealing with their sole and separate property	\$35,000.00
Marcia C. Albiol & Henry Albiol, joint tenants with right of survivorship	\$50,000.00
Marilyn Hilborn Trustee of the Marilyn Hilborn Trust dated 11/18/93	\$30,000.00
Mark E. Burke & Joyce J. Burke Trustees of the Mark E. Burke & Joyce J. Burke Revocable Living Trust	\$25,000.00
Marshall J. Brecht & Janet L. Brecht Trustees of the Marshall J. Brecht Trust dated 2/5/86	\$150,000.00
Matthew Molitch Trustee of the Molitch 1997 Trust	\$100,000.00
Maureen DaCosta, a single woman	\$50,000.00
Maurice A. Cauchois & Jacqueline M. Cauchois Trustees of the M & J Cauchois Family Trust dated 2/25/93	\$30,000.00
Mazal Yerushalmi	\$100,000.00
Melvin L. Lamph	\$200,000.00
Merle L. Capra & Maryly J. Capra Trustees of the Capra 1998 Trust	\$25,000.00
Michael Hedlund & Carol Hedlund, as husband and wife, joint tenants with right of survivorship	\$50,000.00
Michael W. Carlton & Helen I. Carlton, joint tenants with right of survivorship	\$30,000.00
Michaelian Holdings, LLC	\$50,000.00
MLH Family Investment Limited by MLH Management, Inc.	\$250,000.00
Morris L. Mayfield & Mary E. Mayfield, joint tenants with right of survivorship	\$40,000.00
N.V. Milanowski & J. Marlene Milanowski	\$30,000.00
Nina M. Schwartz Trustee of the NMS Living Trust dtd 12/27/01	\$25,000.00
Norm Webster, a single man	\$25,000.00
Norman Teeter, a single man	\$60,000.00
Panagiotis Dovanidis & Dimitra Dovanidou	\$30,000.00
Pat Davis & Susan Davis, joint tenants with right of survivorship	\$100,000.00
Peter W. Capone and Deidre D. Capone, husband and wife, as joint tenants with the right of survivorship	\$50,000.00
Philip H. Lynch	\$25,000.00
Philip Ruffino & Grace Ruffino	\$75,000.00
Pierre G. Candau, a married man dealing with his sole and separate property	\$40,000.00
Preswick Corp.	\$300,000.00

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Queen Butcher Trustee of the Separate Property Subtrust of the Butcher Family Trust dated 8/30/95	\$50,000.00
Rebecca A. Rogers Trustee of the Rebecca A. Rogers Trust dated 9/18/96	\$50,000.00
Reverend Timothy Hall Trustee of the Nash Irrevocable Trust	\$25,000.00
Richard D. Luthi Trustee of the Richard D. Luthi Trust dated 5/20/93	\$30,000.00
Richard J. Loughlin & Roberta L. Loughlin Trustees of the Loughlin Family Trust	\$200,000.00
Richard L. English	\$100,000.00
Robert D. Sleeper & Mary A. Sleeper Trustees of the Robert & Mary Sleeper Family Trust dated 3/30/90	\$70,000.00
Robert G. Teeter	\$25,000.00
Robert H. Perlman & Lynn R. Perlman Trustees of the Robert H. Perlman & Lynn R. Perlman Trust dated 9/17/92	\$25,000.00
Robert Hitchins	\$25,000.00
Robert J. Cowen Trustee of the Robert J. Cowen Trust dated 11/7/97	\$50,000.00
Robert J. Kehl & Ruth Ann Kehl, husband and wife, as joint tenants with right of survivorship	\$1,000,000.00
Robert L. Ogren Trustee for the benefit of the Robert L. Ogren Trust dtd 6/30/92	\$100,000.00
Robert M. Taylor & Lettie Ladele Taylor	\$25,000.00
Robert R. Wade & Shirley E. Wade, joint tenants with right of survivorship	\$50,000.00
Robert Speckert Trustee of the Robert S. Speckert Rev. Living Trust dtd 6/11/92	\$50,000.00
Robin B. Graham & Celia Allen-Graham Trustees of the Graham Family Trust dated 10/26/78	\$50,000.00
Robin B. Graham Trustee of the Graham Family Marital Trust B dated 2/13/97	\$100,000.00
Roger L. Ghormley & Frances L. Ghormely	\$50,000.00
Ron L. Moskowitz	\$25,000.00
Ronald Kreykes & Linda Kreykes, Tenants in Common	\$100,000.00
Ruby Simon, a single woman	\$135,000.00
Rudolf Winkler & Carmel Winkler Trustees for the benefit of Winkler Family Trust dated 3/13/86	\$100,000.00
Saul Roisental & Ilene Roisental Trustees of the Roisental Family Trust	\$50,000.00
Shimon Peress & Hannah Peress Trustees of the Shimon Peress & Hannah K. Peress Trust dated 4/17/01	\$25,000.00
Shirley M. Collins & Robert C. Collins Trustees of The Collins Family Trust dated 1/29/93	\$25,000.00
Spectrum Capital, LLC	\$30,000.00
Stanley Belnap & Gloria Belnap, joint tenants with right of survivorship	\$100,000.00
Stanley C. Germain & Dorothy Germain, joint tenants with right of survivorship	\$25,000.00
Stanley Halfter for the benefit of Dolores Halfter	\$100,000.00
Steven G. Sapourn, married man dealing with his sole and separate property	\$40,000.00
Taylor Samuels Trustee of the Samuels 1999 Trust	\$100,000.00
The Sherrieff Family, LLC	\$100,000.00
Thomas Bishofberger & Betty Bishofberger Trustees of the Bishofberger Char. Rem. Trust UAD 11/3/94	\$25,000.00
Thomas G. Turner & Diane M. Turner, joint tenants with right of survivorship	\$25,000.00
Tracy Belnap, Stanley W. Belnap & Gloria C. Belnap	\$50,000.00

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USA Capital Diversified Trust Deed Fund	\$1,500,000.00
USA Capital First Trust Deed Fund	\$500,000.00
Vickie Pieper	\$50,000.00
Walter C. Tripp Trustee of the Tripp Family Trust	\$25,000.00
Wayne P. Tarr & Elizabeth G. Tarr, joint tenants with right of survivorship	\$100,000.00
William E. Gregory & Marjorie C. Gregory Trustees for the benefit of Gregory Family Trust UAD 5/25/93	\$37,000.00
William H. Favro & Carol M. Favro Trustees of the Favro Trust dated 9/14/00	\$50,000.00
William H. Jacobsen, Jr.	\$25,000.00
William J. Hinson	\$25,000.00
William Kayser & Kristie Kayser, husband & wife, as joint tenants with right of survivorship	\$50,000.00
William Taylor & Lyla Taylor Trustees of the Taylor Family Trust dated 12/23/86	\$25,000.00
X-Factor, Inc.	\$110,000.00
Zeev Mansdorf & Cila Mansdorf Trustees of the Mansdorf 1993 Trust	\$25,000.00
TOTAL	\$15,905,000.00

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EXHIBIT B

LEGAL DESCRIPTION

LORD & ESSEX MATTESON, LLC

LOTS 1, 1A, 2, 3, 4, 5, 6, 7 IN THE PLAT OF BROOKMERE SUBDIVISION BEING A RESUBDIVISION OF PART OF MATTESON COMMONS SUBDIVISION IN THE EAST 1/2 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF MATTESON, COOK COUNTY, ILLINOIS RECORDED AUGUST 28, 2003 AS DOCUMENT 0324019012.

PERMANENT INDEX NUMBERS:

31-16-203-002-0000
31-16-203-003-0000
31-16-203-004-0000
31-16-203-005-0000
31-16-203-007-0000
31-16-401-009-0000
31-16-401-011-0000
31-16-401-012-0000