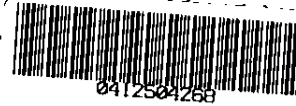


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Doc#: 0412504268
Eugene "Gene" Moore Fee: \$40.00
Cook County Recorder of Deeds
Date: 05/04/2004 03:00 PM Pg: 1 of 9

This instrument prepared by
and after recording return to:

Eric M. Roberson
Chapman and Cutler LLP
111 West Monroe Street
Chicago, IL 60603-4080

CUSIP No. 55819@AA1

ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (the "Assignment"), is made and entered into as of this 29th day of April, 2004, by MADISON PROPERTY GROUP, LLC, an Illinois limited liability company, whose address is c/o G&H Development Developers Corporation, 333 West Wacker Drive, Suite 2750, Chicago, Illinois 60606 ("Borrower") Borrower hereby irrevocably assigns to THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation ("Lender"), whose mailing address is c/o Delaware Investment Advisers, 1300 South Clinton Street, Fort Wayne, Indiana 46802, Attention: Mortgage Loan Administration, CUSIP No. 55819@AA1 and to its successors and assigns, all right, title and interest of the Borrower in, to and under any and all leases, subleases, rental agreements, lease guaranties, tenancies, contracts, equipment leases or any other agreements, oral or written and however denominated, which now or hereafter may be entered into with respect to the Premises (as hereinafter defined) (all of the foregoing agreements being collectively referred to herein as the "Leases"), and also together with (a) all rents, issues, profits, revenues, security deposits, letters of credit, income and other sums, including any penalties and any bonuses and any amounts to be paid upon the exercise of any option to purchase all or any portion of the Premises or any option to terminate any Lease, due or becoming due under the Leases, (b) any accounts receivable, book debts, books, records, papers and accounts and other funds paid or payable to Borrower, and (c) any other forms of obligations belonging or owing to the Borrower by reason of its ownership and/or operation of the Premises ((a), (b) and (c) being herein collectively referred to as the "Rents and Profits"), with full right and authority to collect such amounts and to give receipt and acquittance therefor. As used herein, the term "Premises" shall mean certain real property located in Cook County, Illinois, more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (collectively the "Premises"). This Assignment shall not be construed to assign any Leases, Rents or Profits belonging or owing to Borrower by reason of its ownership and/or operation of properties or premises not described on said Exhibit A.

1. Borrower does hereby also irrevocably assign any and all agreements, however denominated, which undertake to guarantee the performance and/or payment of any obligation set forth in any Lease assigned hereby and the terms "Lease" and "Leases" shall be deemed to include any such agreements.

2. This Assignment shall also cover and apply to any existing or future amendments, supplements or modifications of each of the Leases and to any short or memorandum form of

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each Lease executed for recording purposes, whether recorded prior to, simultaneously with, or after the recordation of this instrument.

3. This Assignment is given as a source for repayment of a loan in the principal amount of **Three Million Eight Hundred Fifty Thousand Dollars and No Cents (\$3,850,000.00)** represented by one or more notes made to Borrower by Lender (the "Note"), and which Note is secured by, among other things, that certain Mortgage, Security Agreement and Fixture Filing from Borrower to Lender, of record in **Cook County, Illinois**, dated as of the date hereof (the "Mortgage"), covering the Premises, and other collateral documents in connection therewith, including but not limited to that certain Loan Agreement of even date herewith, and the Commitment and the Environmental Indemnity Agreements (as defined in the Loan Agreement (such other documents being collectively referred to herein as the "Collateral Loan Documents"). Acceptance of this Assignment shall not impair, affect or modify any of the terms and conditions of the Note, the Mortgage, or the Collateral Loan Documents.

4. This Assignment is absolute and is effective immediately and includes any extensions or renewals of the Leases, and is in addition to the granting of a security interest under the Mortgage.

5. **Prior to the occurrence of a Default (as hereinafter defined), and notwithstanding anything to the contrary herein, Lender grants to Borrower a revocable license to retain possession of the Leases and to exercise all rights of landlord under the Leases (other than the collecting of Rents and Profits thereunder and matters prohibited by Section 14 of this Assignment).**

6. [Intentionally Omitted.]

7. Borrower hereby presently, unconditionally and irrevocably designates Lender to receive, and directs each tenant to pay to Lender or its designated servicer, all payments, payable or receivable under the Leases (including, without limitation, all Rents and Profits and other sums payable to the landlord under the Leases). No such payment by a tenant shall be effective to discharge the obligation of such tenant under its Lease to make such payment unless made to Lender in accordance with such designation and direction. Borrower hereby authorizes and instructs each tenant under the Leases to pay all Rents and Profits to Lender without any liability on the part of such tenants to inquire further and until notified otherwise by Lender. Borrower shall execute additional instructions, authorizations and other writings reasonably requested by Lender to effectuate payment of all Rents and Profits to Lender. All Rents and Profits (if any) received by Borrower directly from any tenant shall be as trustee for the benefit of Lender only and shall be immediately remitted to Lender.

8. **Upon the occurrence of a Default,** Borrower hereby appoints Lender its true and lawful attorney with full power of substitution (such power being coupled with an interest) and with power of Lender in its own name and capacity, or in the name and capacity of Borrower, to demand, collect, receive and give complete acquittance for any and all Rents and Profits accruing from the Premises, to obtain consents from the issuers of any letters of credit securing tenant

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obligations to the assignment of Borrower's interest in such letters of credit to Lender, and at Lender's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the Rents and Profits.

9. Notwithstanding anything to the contrary contained in this Assignment or in the Note, the Mortgage or any of the Collateral Loan Documents, to the extent that any tenant has prepaid rent or other sums due under its Lease, such prepayments will be retained by Lender, shall be applied to the appropriate months' receipts applicable to such prepayment and shall be disbursed with the disbursement made for such applicable month.

10. Upon the occurrence of a Default, Lender is hereby vested with full power, by itself or through its agents, to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the Rents and Profits assigned hereunder, including the right of Lender or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower relating thereto; and Lender may exclude the Borrower, its agents or servants, wholly therefrom. Upon the occurrence of a Default Borrower hereby grants full power and authority to Lender to exercise all rights, privileges and powers herein granted at any times hereafter, without notice to Borrower with full power, by itself or through its agents to use and apply all of the Rents and Profits for the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Borrower to Lender, including but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the cost of maintaining, repairing, rebuilding and restoring the improvements on the Premises, and of principal and interest due from Borrower to Lender under the Note, the Mortgage, or the Collateral Loan Documents, all in such order as Lender may determine. Lender shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liability in connection with or arising or growing out of the covenants and agreements of Borrower in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Lender nor shall it operate to make Lender liable for the performance of any of the terms and conditions of any of the Leases, or any other party, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger. Lender shall not be liable for the act or omission of any agent if Lender shall have used reasonable care in the selection of such agent. The exercise of any right pursuant to this paragraph shall not be deemed to make Lender a mortgagee in possession.

11. Lender shall not be liable for failure to collect all or any portion of the Rents and Profits, failure to enforce performance by the lessees, failure to rent the Premises or any part thereof, or failure to do any of the things which are authorized herein.

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12. Upon the occurrence of a Default, Lender may, at its option, although it shall not be obligated so to do, perform any lease covenant for and on behalf of the Borrower and may recover any money advanced for any such purpose from Borrower on demand, with interest at the Default Rate (as defined in the Note) from date of advancement, and may reimburse itself for amounts so advanced, with interest, from any Rents and Profits collected and if not so repaid then any balance shall be added to the indebtedness evidenced by the Note and shall be secured by the Mortgage. Likewise, upon the occurrence of a Default, Lender may, at its option, exercise any option or election for and on behalf of Borrower.

13. Borrower represents that all of the said Leases are in full force and effect according to their terms; that they have not been amended or modified as of this date (except by instruments of which copies have been furnished Lender); that Borrower is not in Default thereunder; that Borrower has not sold, assigned, pledged or encumbered any one of the said Leases or any of the Rents and Profits thereof; that Borrower has not heretofore given its consent that any lessee may make alterations or improvements or its consent to any assignment of any Lease by any lessee (except as has been called to Lender's attention and approved by Lender); that Borrower holds no deposit, letter of credit or other security for performance by any lessee (except as has been called to Lender's attention and approved by Lender); that all security deposits are and shall be held in the manner required by applicable law, and at minimum in a segregated account; that all letters of credit have been and shall be delivered to Lender, along with the consent of the issuer thereof to the assignment of Borrower's interest in such letter of credit to Lender; and that rent has not been paid for more than thirty (30) days in advance by any lessee.

14. Notwithstanding anything in the Mortgage or any Collateral Loan Document to the contrary, without the prior written consent of Lender (and if requested by Lender, written notice to the Security Valuation Office of the National Association of Insurance Commissioners), Borrower shall not (a) terminate or accept surrender of any of the Leases or attempt to do so; (b) grant concessions or modify or amend the Leases in any manner; (c) ~~permit the assignment or sublease of any tenant's interest in any Lease;~~ (d) enter into, or attempt to enter into, any new lease with any tenant; or (e) ~~to the extent Borrower, as Landlord, is entitled pursuant to the Lease to consent thereto,~~ give its consent for any tenant to make alterations or improvements. Borrower will promptly notify Lender if Borrower receives notice that any tenant or the parent of any such tenant has entered into negotiations the intent of which is merger or acquisition by or of the tenant.

15. It is further understood and agreed that the acceptance by Lender of any payment or performance under any Lease or other contract with reference to the Premises, from any tenant or other person, shall not bar or abridge any of the rights of Lender under the Note, the Mortgage, or any Collateral Loan Document against such tenant or person.

16. This Assignment shall remain in full force and effect so long as the Secured Indebtedness (as defined in the Mortgage) or any extension or renewal thereof remains unpaid and, in the event of foreclosure, during any period of redemption and until the recording of the deed issued under such foreclosure proceedings and until delivery of actual and complete possession of the Premises to the grantee in such deed. This Assignment shall not affect any

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non-waivable right Borrower may have to redeem from foreclosure sale; but such redemption shall not terminate this Assignment unless and until the Secured Indebtedness or any judgment rendered thereon plus interest, costs and expenses and any advancements made by Lender, with interest as above mentioned, have been fully paid.

17. Any sums paid to and received by the Lender hereunder shall be held, without allowance of interest, and shall be applied by it in accordance with the provisions of Section 3.08 of the Mortgage.

18. ~~Default shall have the meaning as set forth in the Mortgage. The occurrence of any one or more of the following shall be deemed to be a default (a "Default") under this Assignment:~~

~~_____ (a) *Breach of Warranty.* The determination by Lender that any representation or warranty made in this Assignment was incorrect in any material respect as of the date thereof; or~~

~~_____ (b) *Breach of Covenant.* The failure by Borrower punctually and properly to perform any covenant or agreement contained in this Assignment; or~~

~~_____ (c) *Default Under Leases.* Borrower shall be in default under its obligations under the terms and conditions of any of the Leases, which default is not cured within the notice and cure period, if any, provided under the applicable Lease; or~~

~~_____ (d) *Other Documents.* The occurrence of a Default under the Note, the Mortgage, or any Collateral Loan Document.~~

19. Borrower shall indemnify Lender and hold it harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees, which may or might be incurred by it under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may or might be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases.

20. The covenants herein contained shall bind, and the benefits and advantage; shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. The provisions of this Assignment are covenants running with the land herein described and shall bind all persons hereafter acquiring an interest in the Premises; and it is expressly agreed that the within assignment and grant of rights and powers is coupled with an interest.

21. Whenever used herein the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

22. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to

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which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

23. It is understood that this Assignment shall not be deemed to be payment of the Secured Indebtedness except as to money actually received by Lender as and when applied as such payment; nor shall this Assignment be deemed a waiver of any Default occurring hereafter in the full performance of the conditions of the Note, the Mortgage, and the Collateral Loan Documents; nor shall the application of any money received by Lender under this Assignment towards curing such Default in any manner waive such Default or prevent foreclosure because of the same, Lender hereby expressly reserving all its rights and privileges under the Note, the Mortgage, and the Collateral Loan Documents as fully as though this Assignment had not been entered into.

24. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient. The exercise of rights hereunder (including the right of entry and possession) and any related resort to judicial process to enforce the terms hereof or pursuant hereto shall not be construed as a waiver or limitation of the right to use of any foreclosure proceeding or sale under the Mortgage. Resort to judicial process to enforce any rights or terms hereof shall not be construed as an election to proceed solely through judicial process in the exercise of Lender's rights under the terms of this Assignment or the Mortgage.

25. This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by instrument in writing and signed by Borrower and Lender.

26. Notices which are to be given pursuant to this Assignment shall be given as set forth in the notice section of the Mortgage.

27. This Assignment shall be construed according to and governed by the laws of Illinois.

28. The rights and remedies of Lender under this Assignment and under the Mortgage are cumulative and are not in lieu of, but in addition to any other rights and remedies that Lender shall have under the Note, the Mortgage, or any other instrument that constitutes security for the Note, or at law, or in equity.

29. Time is of the essence of this Assignment.

30. If suit be brought or attorneys shall be engaged to enforce the provisions hereof, or in the event Lender shall be made party to any litigation merely because of the existence of this Assignment, Lender shall be entitled to receive its costs incurred in connection herewith or in connection with the Note, the Mortgage, or any Collateral Loan Document. Said costs shall include but not be limited to reasonable attorneys' fees, and all other costs and expenses associated with court and/or administrative proceedings through the appellate level, costs of title search, continuation of abstract(s) and preparation of survey incurred by reason of any action, suit, proceeding, hearing, motion or application before any court or administrative body in which

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the Lender may be or become a party by reason of this Assignment, the Note, the Mortgage, or any Collateral Loan Document, including but not limited to condemnation, bankruptcy and administrative proceedings, as well as any other of the foregoing where a proof of claim is by law required to be filed, or in which it becomes necessary to defend or uphold the terms or lien of this Assignment, the Note, the Mortgage, or any Collateral Loan Document.

31. After full payment of all indebtedness evidenced by the Note and satisfaction of all obligations secured by the Mortgage and upon full reconveyance of the Mortgage, this Assignment shall automatically terminate and have no further force or effect.

32. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY IRREVOCABLY SUBMITS TO PERSONAL JURISDICTION IN ILLINOIS AND OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS FOR THE ENFORCEMENT OF BORROWER'S OBLIGATIONS HEREUNDER, UNDER THE NOTE, THE MORTGAGE, AND THE COLLATERAL LOAN DOCUMENTS, AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN ILLINOIS FOR THE PURPOSES OF LITIGATION TO ENFORCE SUCH OBLIGATIONS. FURTHERMORE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT OR OTHER PROCESS OF THE PAPERS ISSUED THEREIN AND AGREES THAT SERVICE MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO THE BORROWER AT THE ADDRESS SET FORTH HEREIN.

33. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BORROWER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND OR NATURE, IN ANY COURT IN WHICH AN ACTION MAY BE COMMENCED, ARISING OUT OF OR IN CONNECTION WITH THE NOTE, THE MORTGAGE, ANY COLLATERAL LOAN DOCUMENT, OR ANY OTHER MATTERS RELATING THERETO.

34. *Limitation of Personal Liability.* Notwithstanding any provision of this Assignment or the Note, Mortgage, or Collateral Loan Documents to the contrary, the terms and provisions set forth in Section 16th of the Note are incorporated herein by this reference and shall supersede any inconsistent provision in the Note, Mortgage, or any of the Collateral Loan Documents.

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IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed and delivered under seal as of the day and year first above written.

BORROWER:

MADISON PROPERTY GROUP, LLC LLC, an Illinois limited liability company

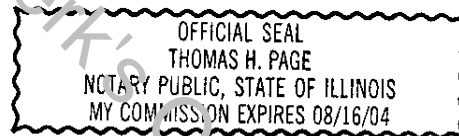
By: *[Signature]*
George D. Hanus, President

STATE OF ILLINOIS)
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 29th day of April, 2004, by George D. Hanus, the President of Madison Property Group, LLC LLC, an Illinois limited liability company, on behalf of said limited liability company.

[Signature]
Notary Public

My commission expires: _____



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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 12 IN PALOS BEND, A SUBDIVISION OF THE EAST 40 ACRES SOUTH OF THE FEEDER OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT PARTS TAKEN FOR SOUTHWEST HIGHWAY AND 111TH STREETS), ACCORDING TO THE PLAT RECORDED JULY 11, 1947, AS DOCUMENT NUMBER 14098227, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, RECORDED AUGUST 10, 1983 AS DOCUMENT NUMBER 26726057.

Address: 11053 Southwest Highway
Palos Hills, Illinois

PIN: 23-13-302-004