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Doc#: 0422501221
Eugene "Gene" Moore Fee: \$48.00
Cook County Recorder of Deeds
Date: 08/12/2004 02:53 PM Pg: 1 of 13

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This instrument prepared by
and when recorded return to:
Crystal S. Maher
City of Chicago, Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

ASSIGNMENT OF RENTS AND LEASES

Dated as of August 1, 2004

KNOW ALL PERSONS BY THESE PRESENTS THAT

Jazz on the Boulevard, LLC, a Delaware limited liability company, (the "Assignor"), whose office is located at c/o Thrush Realty, Inc., 357 West Chicago Avenue, Chicago, Illinois 60610, Attn: Bill Wolk, in consideration of One Dollar paid by the City of Chicago, Illinois (the "Assignee"), whose office is located at 121 North LaSalle Street, Chicago, Illinois 60602, subject to the interest of the Chicago Housing Authority ("CHA") and the U.S. Department of Housing and Urban Development under that certain Regulatory and Operating Agreement from the Assignor to the CHA dated as of August 1, 2004 and recorded in the Office of the Cook County Recorder of Deeds with respect to the subsidized units in the Premises (as defined in the hereinafter defined Mortgage) to be used as "public housing," 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 (as more particularly described on Exhibit B attached hereto and hereby made a part hereof) 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, modified, extended and renewed, with all rents, income, issues and profits due and becoming due therefrom. 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 a certain Housing Loan Agreement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Loan Agreement") between the Assignor and the Assignee and for the obligations of the Assignor under its promissory note (herein such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note") in the principal amount of

TICOR TITLE INSURANCE

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\$588,188, dated of even date herewith and payable to the Assignee. The obligations of the Assignor under the Loan Agreement and 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 Loan Agreement, the Mortgage or any of the other Loan Documents (as defined in the Loan Agreement) (an "Event of Default"), the 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 (other than reasonable security deposits) 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. Upon the occurrence of an Event of Default, the Assignor hereby appoints the Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment; subject to the condition, however, that if after 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 and determine.

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, to collect all or any rents accruing therefrom and from said leases, to let or relet the Premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in its own name or the Assignor's name, make repairs as the Assignee deems appropriate, and perform such other acts, in its own name or the Assignor's name, in connection with the management and operation of the Premises as the Assignee, in its discretion, may deem proper. The Assignor, in such case, shall cooperate with the Assignee in all other respects to effectuate the terms and conditions hereof.

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.

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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 save 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, unless such act is taken in response to (1) any negligent act or omission of the Assignor, the Managing Member or the Owner, if any, or (2) any breach (other than failure to repay the Loan) by the Assignor, the Managing Member or the Owner, if any, of any provisions of the instruments executed by the Assignor, the Managing Member or the Owner, if any, in connection with the Loan), 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) the terms of said leases have not been changed from the terms in the copy of said leases submitted to the Assignee for approval; (iii) no other assignment of any interest therein has been made other than to the senior lenders described below; (iv) there are no existing defaults under the provisions thereof; (v) all rents due under any of said leases on or before the date hereof have been paid in full to the Assignor; (vi) other than reasonable security deposits, no rents under any of said leases have heretofore been collected more than one month in advance; (vii) the Assignor has not granted any concession to any lessee under any of said leases other than as appears in the terms thereof; (viii) the Assignor will comply with all of the material terms of all of said leases; (ix) the Assignor will promptly give the Assignee a copy of any notice received by the Assignor concerning any material default by the Assignor under any of said leases; and (x) the Assignor will not hereafter cancel, surrender or terminate any of said leases, or exercise any option which might lead to such termination or change, or alter or modify any of said leases or consent to the release of any party liable thereunder or to the assignment of any lessee's interest in the lease 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 any tenant under any of said leases.

The full performance of the Loan Agreement and the Mortgage and the duly recorded release or reconveyance 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. Upon execution, delivery and recording of the Assignment of Rents and Leases included in the Replacement Loan Documents, and the execution, delivery and recording of the final amendment thereto, the Assignor shall also be released from its obligations under this Assignment.

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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 Loan Agreement and 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 rents or other payments due from lessees under the leases assigned 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 is subject and subordinate in each and every respect to any and all rights of any kind created by (a) that certain (i) Construction Loan Mortgage from the Assignor to Citibank, F.S.B. (the "Senior Construction Lender") dated as of August 1, 2004, and recorded prior to the recording of this Assignment in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the amount of \$8,500,000 in favor of the Senior Construction Lender, and (ii) that certain Assignment of Rents and Leases from the Assignor to the Senior Construction Lender dated as of August 1, 2004, and recorded prior to the recording of this Assignment in the Office of the Cook County Recorder of Deeds, which also secures such note, (b) that certain (i) Second Mortgage, Security Agreement and Financing Statement from the Assignor to the Chicago Housing Authority. (the "CHA Senior Lender") dated as of August 1, 2004, and recorded prior to the recording of this Assignment in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the amount of \$3,373,642 in favor of the CHA Senior Lender, and (ii) that certain Assignment of Rents and Leases from the Assignor to the CHA Senior Lender dated as of August 1, 2004, and recorded prior to the recording of this Assignment in the Office of the Cook County Recorder of Deeds, which also secures such note, and (c) the assignment of rents included in that certain Third Mortgage, Assignment of Rents and Financing Statement from the Assignor to the Illinois Housing Development Authority (the "IHDA Senior Lender") dated August 1, 2004, and recorded prior to the recording of this Assignment in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the amount of \$750,000 in favor of the IHDA Senior Lender.

So long as any of the senior assignments referenced in the above paragraph (the "Senior Documents") are in effect, in the event of any conflict between the provisions of this Agreement and any of the Senior Documents, the provisions of the Senior Documents shall prevail, as more particularly described in that certain Intercreditor Agreement dated as of August 1, 2004 by and between the Senior Construction Lender, the CHA Senior Lender, the IHDA Senior Lender and the Assignee. Any waiver or forbearance by any senior lender under the Senior Documents shall not impair the priority of its lien under the Senior Documents.

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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 laws 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 Loan Agreement.

The indebtedness evidenced by the Note shall be non-recourse to the extent and in accordance with the conditions specified therein and in the Loan Agreement.

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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.

JAZZ ON THE BOULEVARD, LLC,
a Delaware limited liability company

By: Thrush Drexel, Inc.
an Illinois corporation
its sole managing member

By: 
David L. Chase, President

Property of Cook County Clerk's Office

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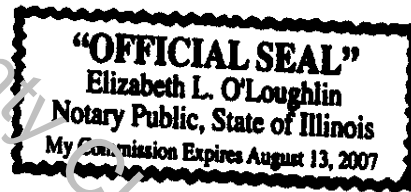
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that David L. Chase, personally known to me to be the President of Thrush Drexel, Inc. (the "Managing Member"), an Illinois corporation and sole managing member of Jazz on the Boulevard, LLC (the "Assignor"), an Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President he signed and delivered the said instrument and caused the corporate seal of the Managing Member to be affixed thereto, pursuant to authority given by the Board of Directors of the Managing Member, as their free and voluntary act, and as the free and voluntary act and deed of the Managing Member and the Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 1st day of August, 2004.

Elizabeth L. O'Loughlin
Notary Public

(SEAL)



Notary Public, Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

The Rental Mortgaged Property consists of the following parcels, complete legal descriptions for which appear below:

1. North Parcel Leased Property
2. Building 42 Property
3. Building 50 Property
4. South Parcel Multifamily Property
5. South Parcel Roadway Property

1. North Parcel Leased Property

Parcel A Property Leased Under For Sale Ground Lease

Lots 1, 2, 3, 4, 5, 26 (except the northerly 5.67 feet of Lot 26), 27, 28 and 29 in Jazz on the Boulevard Subdivision, being a Subdivision in the West Half of the fractional Northwest Quarter of Section 2, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded July 30, 2004 as Document No. 0421210098 with the Recorder of Deeds of Cook County, Illinois.

Also, Lot 6 in said above-described Jazz on the Boulevard Subdivision, excepting therefrom that part of Lot 6 described as follows: commencing at the northwest corner of said Lot 6, thence South 20 degrees 44'19" East along the westerly line of said Lot 6 a distance of 8.44 feet, thence North 69 degrees 15' 41" East a distance of 19.00 feet to the easterly line of Lot 6, thence North 20 degrees 44'16" West feet along said easterly line of Lot 6 a distance of 1.25 feet to the northerly line of Lot 6, thence South 90 degrees 00'00" West along the northerly line of Lot 6 a distance of 20.32 feet to the point of beginning.

Commonly known as: 4100, 4108, 4114, 4120, 4124 and 4130 S. Drexel Boulevard
803, 811, 817 and 825 E. 41st Street
804, 812, 822 and 830 E. Bowen Avenue

PINs: Part of 20-02-110-033
Part of 20-02-110-034
Part of 20-02-110-035
Part of 20-02-110-036
Part of 20-02-110-037

Parcel A Property Leased Under Rental Ground Lease

Lots 7, 11, 15 and 19 in Jazz on the Boulevard Subdivision, being a Subdivision in the West Half of the fractional Northwest Quarter of Section 2, Township 38 North, Range 14 East of the Third

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Principal Meridian, in Cook County, Illinois, according to the plat thereof recorded July 30, 2004 as Document No. 0421210098 with the Recorder of Deeds of Cook County, Illinois.

Commonly known as: 4106, 4109, 4114 and 4119 S. Maryland Avenue

PINs: Part of 20-02-110-033
 Part of 20-02-110-034
 Part of 20-02-110-035
 Part of 20-02-110-036
 Part of 20-02-110-037

2. Building 42 Property

That part of Lots 20 to 29, both inclusive, (except that part taken for the widening and extension of a public alley) in Block 2 in Charles R. Steele's Resubdivision of Lot 1 in Bayard and Palmer Addition made by Circuit Court Partition, being a Subdivision of 11.22 chains North of and adjoining South 25 rods of the Northwest fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of Hyde Park Avenue (except the North 53 feet 4 ½ inches thereof conveyed to Union Stock Yards and Transit Company), in Cook County, Illinois described as follows:

Beginning at the Northeast corner of said tract; thence South 03 degrees 44'15" East, along the East line thereof, 26.512 feet; thence South 90 degrees 00'00" West 42.56 feet; thence South 00 degrees 00'00" West 4.50 feet; thence South 90 degrees 00'00" West 37.33 feet; thence North 00 degrees 00'00" West 4.50 feet; thence North 90 degrees 00'00" West 43.02 feet to a point on the West line of said tract; thence North 00 degrees 02'30" West, along said West line, 26.87 feet to the Northwest corner said tract; thence South 89 degrees 48'18" East along the North line of said tract, 121.20 feet to the point of beginning, in Cook County, Illinois.

Commonly known as: 4136 and 4138 S. Drexel Boulevard

PINs: Part of 20-02-111-012
 Part of 20-02-111-020
 Part of 20-02-111-021
 Part of 20-02-111-022

3. Building 50 Property

That part of Lots 20 to 29, both inclusive, (except that part taken for the widening and extension of a public alley) in Block 2 in Charles R. Steele's Resubdivision of Lot 1 in Bayard and Palmer Addition made by Circuit Court Partition, being a Subdivision of 11.22 chains North of and adjoining South 25 rods of the Northwest fractional quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, lying West of Hyde Park Avenue (except the

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North 53 feet 4 ½ inches thereof conveyed to Union Stock Yards and Transit Company), in Cook County, Illinois described as follows:

Commencing at the Northeast corner of said tract; thence South 03 degrees 44'15" East, along the East line thereof, 208.897 feet to the point of beginning; thence South 03 degrees 44'15" East, along said East line, 26.513 feet to the Southeast corner of said tract; thence North 89 degrees 49'25" West, along the South line thereof, 136.37 feet to the Southwest corner of said tract; thence North 00 degrees 02'30" West, along the West line of said tract, 26.03 feet; thence South 90 degrees 00'00" East, 58.71 feet; thence North 00 degrees 00'00" East 4.50 feet; thence North 90 degrees 00'00" East 37.50 feet; thence South 00 degrees 00'00" East 4.50 feet; thence South 90 degrees 00'00" East 38.45 feet to the point of beginning, in Cook County, Illinois.

Commonly known as: 4158 and 4160 S. Drexel Boulevard

PINs: Part of 20-02-111-012
 Part of 20-02-111-020
 Part of 20-02-111-021
 Part of 20-02-111-022

4. South Parcel Multifamily Property

That part of Lots 16 to 24, both inclusive, (except that part taken for the widening and extension of a public alley) in Block 3 in Charles R. Steele's Resubdivision of Block 1 in Bayard and Palmer Addition to the Northwest fractional Quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the Northeast corner of said tract; thence South 03 degrees 44'15" East along the East line thereof, 187.11 feet to the South line of said tract; thence North 89 degrees 52'56" West along said South line, 80.20 feet; thence North 00 degrees 00'00" East 23.82 feet; thence Northerly and Easterly 7.85 feet along the arc of a circle convex to the Northwest, having a radius of 5.00 feet, and whose chord bears North 45 degrees 00'00" East, a distance of 7.07 feet; thence North 90 degrees 00'00" East 7.00 feet; thence North 00 degrees 00'00" East 128.33 feet; thence North 90 degrees 00'00" West 7.00 feet; thence Westerly and Northerly 7.85 feet along the arc of a circle convex to the Southwest, having a radius of 5.00 feet, and whose chord bears North 45 degrees 00'00" West, a distance of 7.07 feet; thence North 00 degrees 00'00" East 24.61 feet to a point on the North line of said tract; thence South 89 degrees 49'25" East along said North line, 68.00 feet to the point of beginning, in Cook County, Illinois.

Commonly known as: 4162, 4164, 4168, 4174, 4176 and 4178 S. Drexel Boulevard

PINs: Part of 20-02-112-012
 Part of 20-02-112-016

Also, the following described parcel:

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Parking Parcel

That part of Lots 16 to 24 in Block 3 in Charles R. Steele's Resubdivision of Block 1 in Bayard and Palmer Addition to the Northwest fractional Quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, taken as a tract and described as follows:

Commencing at the Northeast corner of said tract; thence North 89° 49' 25" West, along the North line thereof, 82.00 feet; thence South 00° 00' 00" West 49.82 feet to the point of beginning; thence South 90° 00' 00" East 8.00 feet; thence South 00° 00' 00" West 88.00 feet; thence North 90° 00' 00" West 8.00 feet; thence North 00° 00' 00" East 88.00 feet to the point of beginning, in Cook County, Illinois.

Commonly known as: 4162, 4164, 4168, 4174, 4176 and 4178 S. Drexel Boulevard

PINs: Part of 20-02-112-012
Part of 20-02-112-016

5. South Parcel Roadway Property

That part of Lots 16 to 24, both inclusive (except that part taken for the widening and extension of a public alley) in Block 3 in Charles R. Steele's Resubdivision of Block 1 in Bayard and Palmer Addition to the Northwest fractional Quarter of Section 2, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Commencing at the North East corner of said tract; thence South 03 degrees 44'15" East along the East line thereof, 187.11 feet to the South line of said tract; thence North 89 degrees 52'56" West along the South line of said tract, 80.20 feet to the point of beginning; thence North 00 degrees 00'00" East 23.82 feet; thence Northerly and Easterly 7.85 feet along the arc of a circle convex to the Northwest, having a radius of 5.00 feet, and whose chord bears North 45 degrees 00'00" East, a distance of 7.07 feet; thence North 90 degrees 00'00" East 7.00 feet; thence North 00 degrees 00'00" East 128.33 feet; thence North 90 degrees 00'00" West 7.00 feet; thence Westerly and Northerly 7.85 feet along the arc of a circle convex to the Southwest, having a radius of 5.00 feet, and whose chord bears North 45 degrees 00'00" West, a distance of 7.07 feet; thence North 00 degrees 00'00" East 24.61 feet to a point on the North line of said tract; thence North 89 degrees 49'25" West along said North line, 32.50 feet; thence South 00 degrees 00'00" East 186.79 feet to a point on the South line of said tract; thence South 89 degrees 52'56" East along said South line, 32.50 feet to the point of beginning, in Cook County, Illinois, but excepting therefrom the following described parcel:

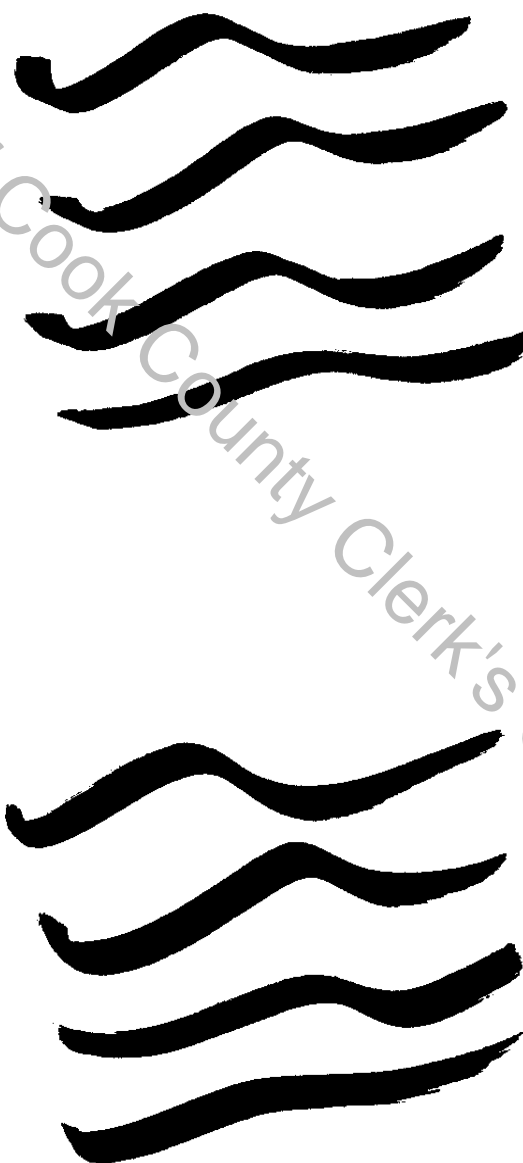
Commencing at the Northeast corner of said tract; thence North 89° 49' 25" West, along the North line thereof, 82.00 feet; thence South 00° 00' 00" West 49.82 feet to the point of beginning; thence South 90° 00' 00" East 8.00 feet; thence South 00° 00' 00" West 88.00 feet; thence North 90° 00' 00" West 8.00 feet; thence North 00° 00' 00" East 88.00 feet to the point of beginning, in Cook County, Illinois.

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Commonly known as: Certain vacant land east of South Drexel Boulevard, south of East 42nd Place, east of the alley lying west of South Drexel Boulevard, and north of East 42nd Place.

PINs: Part of 20-02-112-012
Part of 20-02-112-016

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EXHIBIT B

EXISTING LEASES

None

Property of Cook County Clerk's Office

