

# UNOFFICIAL COPY

This instrument prepared by and after recording should be returned to:

FagelHaber LLC  
55 East Monroe Street, 40<sup>th</sup> Floor  
Chicago, Illinois 60603  
Attention: Victor A. Des Laurier, Esq.



Doc#: 0528526142 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/12/2005 11:36 AM Pg: 1 of 11

PINS: 17-18-306-029-8001  
17-18-306-029-8002  
17-18-306-030-8001  
17-18-306-030-8002  
17-18-306-031-8001  
17-18-306-031-8002  
17-18-306-032-8001  
17-18-306-032-8002

Common Address: 2250 West Campbell Park Drive  
Chicago, IL 60612

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS dated as of the 29<sup>th</sup> day of September, 2005, is entered into by and between Campbell Park LLC, an Illinois limited liability company, and JPMorgan Chase Bank, N.A., a national banking association.

### DEFINITIONS

- (a) "Assignee" shall mean JPMorgan Chase Bank, N.A., a national banking association.
- (b) "Assignment" shall mean this Assignment of Leases and Rents.
- (c) "Assignor" shall mean Campbell Park LLC, an Illinois limited liability company.
- (d) "Assignor's Liabilities" shall mean all indebtedness or liabilities of the Assignor and any guarantor thereof to the Assignee of every kind, nature and description, whether direct or indirect, absolute or contingent, now or hereafter owing pursuant to the Note and the Mortgage, together with the performance and observance of all covenants and obligations made by the Assignor or any guarantor in favor of the Assignee pursuant to the Note and the Mortgage

Box 400-CTCC

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and to all other obligations, liabilities, indebtedness, fees, costs and expenses, now or hereafter owed or owing by Assignor to Assignee (provided, however the maximum principal amount of the Assignor's Liabilities shall not exceed \$2,500,000).

- (e) "Collateral" shall mean collectively the Leases, Rents, Rights and Guaranties.
- (f) "Default Rate" shall mean the per annum rate of interest charged upon the unpaid principal balance of the Note following a default thereunder and while the same shall be continuing.
- (g) "Environmental Indemnity" shall mean that certain Environmental Indemnity Agreement of even date herewith executed by Assignor and Litholink Corporation, an Illinois corporation, and delivered to Assignee.
- (h) "Event of Default" shall mean any one or more of the following events:
  - (i) Assignor's failure to pay when due any payment of principal or interest under the Note, whether at maturity or otherwise; or
  - (ii) Assignor's failure to keep, perform or observe any of Assignor's Liabilities or any other covenant, condition or agreement contained or expressed herein; or
  - (iii) The occurrence of any default under any of the other Loan Instruments, if the same is not cured within any cure, grace or other period provided for in such Loan Instrument.
- (i) "Guaranty" shall mean any and all agreements executed in Assignor's favor guaranteeing, insuring or otherwise securing the obligations of any Lessee under any of the Leases, together with all rights, powers and privileges and other benefits of the Assignor thereunder.
- (j) "Leases" shall mean all oral and written leases with or other agreements for the use and occupancy made by any person or entity for the use, occupancy or enjoyment of the Mortgaged Property or the avails thereof, including, without limitation, that certain SubLease dated as of July 27, 2000, by and between Assignor and Litholink Corporation, an Illinois corporation, for the Mortgaged Property, including all renewals, extensions, amendments, modification and replacements thereof, whether now existing or hereafter arising.
- (k) "Loan" shall mean that certain extension of credit by the Assignee to the Assignor in an original principal amount of One Million One Hundred Ninety-Five Thousand and no/100 Dollars (\$1,195,000.00), all as evidenced by the Loan Instruments.
- (l) "Loan Agreement" shall mean that certain Business Loan Agreement of even date herewith by and between Assignor and Assignee, as amended, renewed or restated from time to time.

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(m) "Loan Instruments" shall mean this Assignment, the Note, the Mortgage, the Loan Agreement, and any and all other agreements or understandings given to secure the payment of the indebtedness evidenced by the Note or in connection with the Loan, and all renewals, extensions, amendments, modification and replacements thereof.

(n) "Mortgage" shall mean that certain Leasehold Mortgage of even date herewith securing the indebtedness evidenced by the Note, executed by the Assignor and pertaining to the Mortgaged Property.

(o) "Mortgaged Property" shall mean the leasehold property described in Exhibit "A" hereto and all improvements thereon and appurtenances thereto.

(p) "Note" shall mean that certain Promissory Note of even date herewith in the principal amount of One Million One Hundred Ninety-Five Thousand and no/100 Dollars (\$1,195,000.00) evidencing the Loan and executed by the Assignor and delivered to the Assignee, and any and all renewals, extensions, amendments, modifications or replacements thereof.

(q) "Rents" shall mean all sums which are due or may hereafter become due, whether pursuant to any of the Leases or otherwise from any Lessee, user or occupant of the Mortgaged Property to the Assignor, including, without limitation securing deposits, insurance or condemnation proceeds or awards, damages or other sums.

(r) "Rights" shall mean all rights, powers, privileges, options and other benefits of the Assignor under the Leases, including but not limited to:

(i) The immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, monies and security deposits or the like;

(ii) The right to make all waivers and agreements, including any waivers pertaining to the obligations of lessees;

(iii) The right to give all notices, permissions, consents and releases, including consents to any instrument which subordinates or makes paramount the interest of a lessee to the Mortgage;

(iv) The right to take such action upon the happening of a default under any of the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) The right to do any and all other things whatsoever which Assignor is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter Leases;

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- (vi) The right to exercise any option required or permitted under any of the Leases; and
- (vii) The right to execute new leases of the Mortgaged Property.

## GRANTING CLAUSES

In consideration of the Loan, to secure the payment of the indebtedness evidenced by the Note, to secure the payment of all amounts due under and the performance and observance of all covenants, conditions and obligations contained in the Loan Instruments and to secure Assignor's payment of all other of Assignor's Liabilities and performance under all other agreements between Assignor and Assignee, Assignor hereby assigns to Assignee, all of the right, title and interest of Assignor in:

- (a) the Leases;
- (b) the Rents;
- (c) the Rights; and
- (d) the Guaranties;

and Assignor authorizes Assignee:

- (a) to manage the Mortgaged Property and take possession of the books and records relating thereto;
- (b) to prosecute or defend any suits in connection with the Mortgaged Property or enforce or take any other action in connection with the Leases in the name of Assignee;
- (c) to make such repairs to the Mortgaged Property as Assignee may deem advisable; and
- (d) to do any and all other things with respect to the Mortgaged Property and the Collateral which a lessee has the right to do.

## COVENANTS AND WARRANTIES

(a) Notwithstanding that this Assignment constitutes a present assignment of leases and rents, Assignor may collect the Rents and, subject to the terms and provisions of the Loan Instruments and the Leases, manage the Mortgaged Property and take possession of the books and records relating thereto, to prosecute or defend any suits in connection with the Mortgaged Property or enforce or take any other action in connection with the Leases in the name of Assignee, make such repairs to the Mortgaged Property as Assignee may deem advisable; and do any and all other things with respect to the Mortgaged Property and the Collateral which a lessee

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has the right to do, in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default has not occurred. If an Event of Default occurs, the right of Assignor to collect the Rents and to manage the Mortgaged Property shall thereupon automatically terminate and such right together with the other rights, powers and authorizations contained herein shall belong exclusively to Assignee.

(b) This Assignment confers upon Assignee a power coupled with an interest and cannot be revoked by Assignor.

(c) Assignor represents and warrants as follows: (i) Assignor is the sole owner of the lessee's entire interest in the Leases and the other Collateral and has full right to assign the Collateral; (ii) there has been no previous assignment and, without Assignee's prior written consent, Assignor will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other Collateral; (iii) the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever; (iv) the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases and have not been granted any waiver, release, reduction, discount, discharge, compromise or other concession by the lessor; (v) Assignor shall not permit or suffer to occur any default in the performance of any of its obligations under the Leases, nor shall it permit or suffer any waiver of any of its rights or remedies pursuant to the Leases; (vi) no Rent reserved in the Leases has been assigned; and (vii) no Rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the time when said Rent becomes or would become due under the terms of the Leases.

(d) Assignor covenants that (i) it will deliver to Assignee reports of the rental income and expenses of the Mortgaged Property in such reasonable detail and at such times as Assignee may require; (ii) it will not modify, change, alter, supplement, amend any of the Leases in a material way or, cancel, surrender or accept surrender of any of the Leases without Assignee's consent which consent shall not be unreasonably withheld; (iii) it will not consent to any assignment of the lessee's interest under any of the Leases without Assignee's consent; (iv) it will not accept Rent more than sixty (60) days in advance under any of the Leases unless such Rent is paid directly to Assignee and applied by Assignee to Assignor's Liabilities; and (v) it will not assert any right of setoff or other claim or take any action against any lessee under any of the Leases; or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee from any obligation or liability or which would affect, impair or discharge any right of Assignee and, if Assignor shall recover any such sums from such lessee, Assignor will forthwith pay over the same to Assignee for application to the indebtedness secured hereby.

(e) Assignor shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall determine are necessary to effectuate the terms and provisions of this Assignment.

(f) Assignee shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution,

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receivership or probate proceedings affecting such lessee (without any obligation on the part of Assignee to file claims or otherwise to pursue creditors rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Rents hereunder.

## DEFAULTS AND REMEDIES

(a) If an Event of Default shall occur or be continuing:

(i) Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such Event of Default; and

(ii) In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Assignor such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Assignor's Liabilities are paid in full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

(b) No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Instruments. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Assignor or the Mortgaged Property at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

(c) Assignee may apply the Rents, in such order as Assignee may determine, to the payment of Assignor's Liabilities and of all expenses for the care and management of the Mortgaged Property, including taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. For purposes of the preceding sentence, attorneys' fees shall be deemed to include compensation and actual overhead of staff counsel, if any, of Assignee in addition to the fees of any other attorneys engaged by Assignee and attorneys' fees shall include fees and expenses incurred in connection with the appeal of any matter arising under the Loan Instruments if Assignee is the prevailing party therein.

(d) The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Instruments shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

(e) Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in subparagraph (c), above. Assignee

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shall not be liable for uncollected Rents or for failure to collect Rents or for any claim for damages or setoffs arising out of Assignee's management of the Mortgaged Property. Assignee shall not be liable to any lessee for the return of any security deposit made under any Lease unless Assignee shall have received such security deposit from the Assignor or such lessee. Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Assignee be responsible for any act committed by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making Assignee a mortgagee in possession of the Mortgaged Property or any part thereof.

(f) Assignor shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder unless caused by Assignee's negligence or willful misconduct. Any and all amounts due and payable, shall be added to Assignor's Liabilities, shall bear interest at the Default Rate and shall be secured by this Assignment and the other Loan Instruments.

(g) Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Assignee is rightfully entitled to such rent. Following receipt of any such demand, no lessee shall be given credit for any rent paid other than to Assignee thereafter until Assignee instructs such lessee otherwise in writing.

## MISCELLANEOUS

(a) If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Note is renewed, modified or replaced or if any security for the Note is released, Assignor and any other parties now or hereafter liable thereon or interested in the Mortgaged Property shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Instruments shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee.

(b) This Assignment shall inure to the benefit of Assignee and be binding upon Assignor, the heirs, legal representatives, successors and assigns of Assignor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgaged Property. Whenever Assignor or Assignee is referred to herein, such heirs, legal representatives, successors and assigns thereof shall be included in such reference. Notwithstanding the foregoing, Assignor shall may not assign its rights and obligations hereunder without Assignee's prior written consent.

(c) Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Property to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

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(d) All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Assignor or Assignee shall be provided as set forth in the Mortgage.

(e) The headings of the various sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

(f) In the event that any of the covenants, agreements, terms or provisions, or the application thereof to any persons, entities or circumstances, contained in the Note, this Assignment or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Instrument (or the application of the covenant, agreement or term held to be invalid, illegal or unenforceable, to persons, entities or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

(g) Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by the Assignor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

(h) This document will be governed by and interpreted in accordance with federal law and the laws of the State of Illinois, except for matters related to interest and the exportation of interest, which matters shall be governed and interpreted in accordance with federal law (including, but not limited to, statutes, regulations, interpretations and opinions) and the laws of the State of Ohio. However, if there is ever a question about whether any provision of this document is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by this document has been made in the State of Ohio. If there is a lawsuit, the undersigned agrees to submit to the jurisdiction of the courts of the county in the State of Illinois.

(i) This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Assignee, or otherwise, as are made by Assignee under the Note, to the same extent as if such future advances were made on the date of the execution of this Assignment.

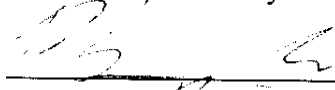


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IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first above written.

ASSIGNOR:

**CAMPBELL PARK LLC,**  
an Illinois limited liability company

By:   
Name: Ben Lee  
Title: Member

Property of Cook County Clerk's Office

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## ACKNOWLEDGMENT

STATE OF ILLINOIS )  
                                  )  
COUNTY OF COOK )

I, Gail Duran, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Brian Coe, the Manager of Campbell Park LLC, 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 acknowledged that he or she signed and delivered said instrument as his or her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 27th day of September, 2005.

Gail Duran  
Notary Public

My commission expires:



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Exhibit "A"

LEGAL DESCRIPTION

PARCEL A:

SUBLOTS 1, 2 AND 3 OF THE SUBDIVISION OF LOTS 24 AND 25;  
TOGETHER WITH LOTS 22 AND 23;  
TOGETHER WITH SUBLOTS 1, 2 AND 3 OF THE SUBDIVISION OF LOTS 20, 21 AND THE WEST 1/2 OF LOT 19;  
TOGETHER WITH SUBLLOT 1 AND THE WEST 4.00 FEET OF SUBLLOT OF LOT 2 OF THE SUBDIVISION OF LOTS 17, 18 AND THE EAST 1/2 OF LOT 19, INCLUSIVE OF F.W. AND J.L. CAMPBELL'S SUBDIVISION OF BLOCK 2 OF MORRIS AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THE 20 FOOT BY 20 FOOT SQUARE LAND AREA LOCATED AT THE SOUTHWEST CORNER OF THE LAND), IN COOK COUNTY, ILLINOIS.

PARCEL B:

THE EAST 16.00 FEET OF LOT 2 AND THE WEST 1 FOOT 6 INCHES OF LOT 3 OF THE SUBDIVISION OF LOTS 17, 18 AND THE EAST 1/2 OF LOT 19 OF F.W. AND J.L. CAMPBELL'S SUBDIVISION OF BLOCK 2 OF MORRIS AND OTHERS' SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C:

THAT PART OF THE EAST/WEST PREVIOUSLY VACATED FLOURNOY STREET, LYING NORTH OF PARCEL "A" AND LYING SOUTH OF AN EAST-WEST LINE, WHICH LIES PARALLEL TO THE NORTH LINE OF PARCEL "A" AND WHICH LIES 13 FEET 7 INCHES NORTH OF THE NORTH LINE OF PARCEL "A".

PARCEL D:

THAT PART OF THE EAST/WEST PREVIOUSLY VACATED FLOURNOY STREET, LYING NORTH OF PARCEL "B" AND LYING SOUTH OF AN EAST-WEST LINE, WHICH LIES PARALLEL TO THE NORTH LINE OF PARCEL "B" AND WHICH LIES 1 FOOT 6 INCHES NORTH OF THE NORTH LINE OF PARCEL "B".

COMMONLY KNOWN AS:  
2250 WEST CAMPBELL PARK DRIVE  
CHICAGO, ILLINOIS 60612

TAX I.D. NOS:

17-18-306-029-8001  
17-18-306-029-8002  
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