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THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Danna L. Buchanon Sidley Austin LLP One South Dearborn Street Chicago, Illinois 60603 Doc#: 0735308488 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("<u>Assignment</u>") is made as of November 30, 2007, by RENZ ADDICTION COUNSELING CENTER, an Illinois not-for-profit corporation ("<u>Borrower</u>") to IFF, an Illinois not-for-profit corporation ("<u>Lender</u>").

Borrower, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELLY 2R to Lender the entire lessor's interest in and to all current and future leases and other agreements affecting the use, enjoyment, or occupancy of all or any part of the Premises (es defined in the Mortgage, which is defined below), which Premises includes that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof.

TOGETHER WITH all other leases and other agreements affecting the use, enjoyment or occupancy of any part of the Premises now of hereafter made affecting the Premises or any portion thereof, together with any extensions or renewals of the same (all of the leases and other agreements described above together with air other present and future leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to as the "Leases");

TOGETHER WITH all rents, income, issues, revenues and profits arising from the Leases and renewals thereof and together with all rents, income, issues and profits from the use, enjoyment and occupancy of the Premises (including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents, security deposits, room revenues and liquidated damages following default under any Leases, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by damage to any part of the Premises, all of Borrower's rights to recover monetary amounts from any Lessee (as hereinafter defined) in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults, including rejection of a Lease, together with any sums of money that may now or at any time hereafter be or become due and payable to Borrower by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all



future oil, gas and mining Leases covering the Premises or any part thereof, and all proceeds and other amounts paid or owing to Borrower under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Premises) (all of the rights described above hereinafter collectively referred to as the "Rents").

THIS ASSIGNMENT is made for the purposes of securing:

- A. The payment of the Loan as defined in that certain Promissory Note dated as of November 30, 2007 made by Borrower to Lender in the principal sum of \$872,100.00 (as the same may be amended, restated, extended or otherwise modified from time to time, the "Note"), which Note is secured by, among other things, the Mortgage (as defined in the Note) covering the Premises.
- B. The performance and discharge of each and every obligation, covenant and agreement of Borrower contained herein and in the other Loan Documents (as defined in the Mortgage).

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

- Present Assignm ent. Borrower does hereby absolutely and unconditionally assign to Lender all of Borrower's right, title and interest in all current and future Leases and Rents, it being intended by Borrower that this assignment constitute a present, absolute assignment and not an assignment for additional security only. Such assignment to Lender shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any of the Leases or otherwise to impose any obligation upon Lender. Borrower agrees to execute and deliver to Lender such additional instruments, in form and substance satisfactory to Lender, as may hereinafter be requested by Lender to further evidence and confirm said assignment. Lender is hereby granted and assigned by Bonower the right to enter the Premises for the purpose of enforcing its interest in the Leases and the Rents, this Assignment constituting a present, absolute and unconditional assignment of the Leases and Rents. Nevertheless, subject to the terms of this paragraph, Lender grants to Borrower a revocable license to operate and manage the Premises and to collect the Rents so long as no Default exists. Borrower shall hold the Rents, or a portion there of sufficient to discharge all current sums due on the Loan, for use in the payment of such sums. Upon a Default (as such term is defined in the Mortgage), the license grante and Borrower herein shall automatically be revoked, and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Premises. Borrower hereby grants and assigns to Lender the right, at its option, upon the revocation of the license granted herein to enter upon the Premises in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Loan in such priority and proportion as Lender, in its discretion, shall deem proper.
- 2. <u>Remedies of Lender</u>. Upon or at any time after a Default, Lender may, at its option, without waiving such Default, without notice and without regard to the adequacy of the security for the Loan, either in person or by agent, with or without

bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Premises in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Lender and may apply the Rents to the payment of the following, in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Premises, including, without being limited thereto, the salaries, fees and wages of a managing egent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Premises, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other lieus premiums for all insurance which Lender may deem necessary or desirable, the cost of all alterations, renovations, repairs or replacements and all expenses incident to taking an a retaining possession of the Premises and (b) the Loan (including all costs and attorneys' fees). In addition to the rights which Lender may have herein, upon the occurrence of a Default, Lender, at its option, may either require Borrower to pay monthly in advance to Lender, or to any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Premises as may be in possession of Borrower of may require Borrower to vacate and surrender possession of the Premises to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings of otherwise. For purposes of Paragraphs 1 and 2 hereof, Borrower grants to Lender its irrevo able power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Lender for the proper management and preservation of the Premises. The exercise by Lender of the option granted it in this paragraph and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Default under any of the Loan Documents.

No Liability of Lender or Indemnified Parties. Lender, its successors, assigns and their respective shareholders, directors, officers, employees, and agents are each an "Indemnified Party" and are collectively referred to herein as the "Indemnified Parties." Neither Lender nor any other Indemnified Party shall be liable for any loss sustained by Borrower resulting from the failure of Lender or any other Indemnined Party to let the Premises after a Default or from any other act or omission of Lender or any other Indemnified Party in managing the Premises after a Default. Neither Lender nor any other Indemnified Party shall be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Borrower shall, and hereby agrees to, indemnify the Indemnified Parties for, and to hold the Indemnified Parties harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against any Indemnified Party by reason of any alleged obligations and undertakings on its part to be performed or discharged with respect to any of the terms, covenants or agreements contained in the Leases. Should any Indemnified Party incur any such liability, the amount thereof, including costs, expenses

and reasonable attorneys' fees, shall be secured hereby and by the Loan Documents, and Borrower shall reimburse such Indemnified Party therefor immediately upon demand. Upon Borrower's failure to do so, such Indemnified Party may, at its option, exercise any and all remedies available to such Indemnified Party hereunder and under the other Loan Documents. This Assignment shall not operate to place any obligation or liability upon any Indemnified Party for the control, care, management or repair of the Premises or for the carrying out of any of the terms and conditions of the Leases, nor shall it operate to make any Indemnified Party responsible or liable for any waste committed on the Premises, including without limitation the presence of any Contaminant, (as defined in the Mortgage) or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

- Notice to Lessees. Borrower hereby authorizes and directs the tenants named in the Leases or any other or future tenants or occupants of the Premises pursuant to the Leases (the Lessees"), upon receipt from Lender of written notice to the effect that Lender is then the heider of the Note and that a Default exists thereunder or under the other Loan Documents, to pay over to Lender all Rents and to continue so to do until otherwise notified by Lender, without further notice or consent of Borrower and regardless of whether Lender has taken possession of the Premises, and Lessees may rely upon any written statement delive et by Lender to Lessees without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of Borrower to the contrary. Borrower further agrees that it shall have no right to claim against any of Lessees for ary such Rents so paid by Lessees to Lender and that Lender shall be entitled to collect, receive and retain all Rents regardless of when and to whom such Rents are and have been paid and regardless of the form or location of such Rents. Any such payment to Lender shall constitute payment to Borrower under the Leases, and Borrower appoints Lender as Borrower's Lawful attorney-in-fact for giving, and Lender is hereby empowered to give, acquittances to any Lessee for such payment to Lender after a Default. Any Rents held or received by Borrowa after a written request from Lender to Lessees for the payment of Rents shall be held or received by Borrower as trustee for the benefit of Lender only.
- 5. Other Security. Lender may take or release other security for the payment of the Loan, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Loan without prejudice to any of its rights under this Assignment.
- 6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Loan and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

- 7. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.
- 8. No Oral Change. This Assignment may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, and all of the foregoing may be accomplished only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.
- 9. <u>Certain Definitions</u>. Unless the context clearly indicates a contrary intent or unless other wise specifically provided herein, words used in this Assignment may be used interchange able in singular or plural form and the word "<u>Borrower</u>" shall mean "each Borrower and any subsequent owner or owners of the Premises or any part thereof or any interest therein, the word "<u>Lender</u>" shall mean "Lender and any subsequent holder of the Note," the word "<u>person</u>" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity and the words '<u>Premises</u>" shall include any portion of the Premises and any interest therein.
- Non-Waiver. The failure of Lei der to insist upon strict performance of 10. any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower's obligations hereunder by reason of (a) failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Premises or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment or the other Loan Documents. Lender may resort for the payment of the Loan to any other security neid by Lender in such order and manner as Lender in its discretion may elect. Lender they take any action to recover the Loan or any portion thereof or to enforce any covenant here of vithout prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative, and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.
- 11. <u>Inapplicable Provisions</u>. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.
- 12. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original but all of which when taken together shall constitute one agreement.

- 13. GOVERNING LAW; JURISDICTION. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE REAL PROPERTY ENCUMBERED BY THE MORTGAGE IS LOCATED AND THE APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY COURT OF COMPETENT JURISDICTION LOCATED IN THE STATE IN WHICH THE PREMISES IS LOCATED IN CONNECTION WITH ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS ASSIGNMENT.
- 1/. Successors and Assigns. Borrower may not assign its rights under this Assignment Borrower hereby acknowledges and agrees that Lender may assign this Assignment without Borrower's consent. Subject to the foregoing, this Assignment shall be binding upon and shall inure to the benefit of, Borrower and Lender and their respective successors and assigns.
- 15. <u>Termination of Assignment</u>. Upon payment in full of the Loan and the delivery and recording of a statisfaction, release or discharge of Mortgage duly executed by Lender, this Assignment shall become and be void and of no effect.
- 16. Waiver of Right to Trial by Jury. BORROWER HEREBY AGREES NOT TO ELECT A TRIAL BY JURY ANY ISSUE TRIABLE OF RIGHT BY JURY AND WAIVES ANY RIGHT TO TKIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW ON HEREAFTER EXIST WITH REGARD TO THIS ASSIGNMENT, THE MORTGAGE, OP. THE OTHER LOAN DOCUMENTS, OR ANY CLAIM, COUNTERCLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY BORFOWER, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH THE FANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE. LENDER IS HEREBY AUTHORIZED TO FILE A COPY OF THIS PARAGRAPH IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER BY BORROWER.

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THIS ASSIGNMENT shall inure to the benefit of Lender and any subsequent holder of the Note and shall be binding upon Borrower, and Borrower's heirs, executors, administrators, successors and assigns and any subsequent owner of the Premises.

Borrower has executed this instrument as of the day and year first above written.

BORROWER:

RENZ ADDICTION COUNSELING

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STATE OF ILLINOIS)) SS.
COUNTY OF)
corporation, appeared before me this day in he/she sign free and voluntary act, and as the free and voluntary act.	For the County and State aforesaid, DO Of MO personally known to me to be the Counseling Center, an Illinois not-for-profit in person and acknowledged that, as such ned and delivered such instrument as his/her woluntary act and deed of such corporation, for
the uses and purposes therein set forth.	
Given under my hand and official seal, this	30 day of NOVEmber 2007.
My Commission Expires:	Notary Public

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EXHIBIT A

Legal Description

PARCEL 1: LOT 2 IN CAMPUS EAST BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 25, 1988 AS DOCUMENT 88491978.

PARCEL 2: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE PENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF EASEMENT RECORDED AS DOCUMENT 87542238

america.

Ox Cook County Clerks Office Common Address: One American Way, Elgin, Illinois

PIN: 06-07-302-066