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This instrument prepared by
and return after recording to:

Lynn Lucchese-Soto
Parger, Newmark & Fenchel P.C.
303 W. Madison St., 23rd Floor
Chicago, Illinois 60606

Permanent Real Estate Tax Index No.:

12-10-100-046-0000
12-10-100-078-0000
12-10-100-081-0000
12-10-100-095-0000
12-10-100-096-0000
12-10-100-097-0000
12-10-100-100-0000
12-10-100-120-8001
12-10-100-120-8002

Street Address:

5440 N. River Road
Rosemont, Illinois 60018



Doc#: 0736560055 Fee: \$38.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/31/2007 12:12 PM Pg: 1 of 8

NO1071169

ABOVE SPACE FOR RECORDER'S USE ONLY

COLLATERAL ASSIGNMENT OF LEASES

This Assignment is made this 27th day of December, 2007, between WM O'HARE HOTEL, LLC, an Illinois limited liability company having an office at 5005 W. Touhy Avenue, #200, Skokie, Illinois 60077 (hereinafter collectively referred to as the "Assignor") and MIDWEST BANK AND TRUST COMPANY, having an office at 501 W. North Avenue, Melrose Park, Illinois 60160 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor is indebted to Assignee in the principal sum of Twenty Five Million and 00/100 Dollars (\$25,000,000.00) together with interest thereof from and after the date hereof at the rate provided in that Mortgage Note ("Note") of even date hereof; and

WHEREAS, the Assignee has requested the Assignor herein to pledge as collateral for and to secure the loan indebtedness, a Mortgage, Security Agreement and Assignment of Leases and Rents-Fixture Filing ("Mortgage") of even date herewith, to secure said Note on certain real estate in the County of Cook, State of Illinois, legally described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT A

including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the

Near North National Title
222 N. LaSalle
Chicago, IL 60601

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"Mortgaged Premises"; and

WHEREAS, the Assignor is or may be the Lessor (or the Assignee or successor of Lessor) under certain written Leases of all or part of the Mortgaged Premises involving the above described real property, including, but not limited to the following described Leases:

SEE SCHEDULE OF LEASES ATTACHED HERETO AS EXHIBIT B

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan and Assignor, at the request of Assignee has agreed to make the Assignment required by Assignee.

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said Note, the Mortgage, and any and all amendments, extensions, and renewals thereof, the above described leases and all other leases affecting the Mortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction 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 Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the aforesaid Mortgage or Note, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such Nominee as Assignee may designate in writing delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

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Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage and this Assignment at any and all times hereafter, after having given five (5) business days advance written notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press 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 liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which is incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which are asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its right hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary to the ordinary course of business or which are not material, Assignor

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covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Note, or the aforesaid Mortgage, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall tender such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Note, or the aforesaid Mortgage or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Note, the aforesaid Mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

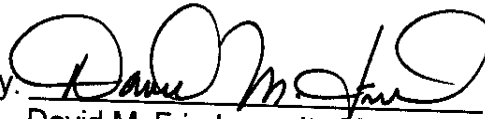
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This instrument is being executed and delivered concurrently with the Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed, all as and on the day, month, and year first above written.

WM O'HARE HOTEL, LLC,
a Delaware limited liability company

By: CLARK MONROE CAPITAL LLC,
an Illinois limited liability company,

By: 
David M. Friedman, Its Manager

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UNOFFICIAL COPY**Parcel 1:**

That part of Lot 5 lying Easterly of a line drawn from a point on the Northerly line of said Lot, 9.72 feet Westerly of the Northeast corner thereof, (said Northerly line being a curve concave Northerly and having a radius of 65.00 feet) to a point on the Easterly line of said Lot, 78.00 feet Southwesterly of said Northeast corner thereof; and

Lot 6 (except that part of Lot 6 lying Westerly of a line drawn from a point on the Southerly line of said Lot, 9.05 feet Easterly of the Southwest corner thereof to a point on the Westerly line of said lot, 78.00 feet Southwesterly of the Northwest corner thereof);

And

Lots 7 through 9 inclusive and the west 24.00 feet of Lot 10 in Rosemont-William Street Addition, being a subdivision of part of Lot 2 in Henry Hachmeister's Division in the Northwest 1/4 of Section 10, Township 40 North Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 20, 1967 as document 20360786, in Cook County, Illinois.

Parcel 2:

All of Lot 2 (except that part of said lot lying Northerly of a line beginning on the West line of said lot, 54.07 feet Southerly, as measured along said West line, of the Northwest corner of Thereof to a point on the Easterly line of said Lot, 0.07 feet, as measured along said Easterly line, being a curve concave Northeasterly and having a radius of 65.00 feet, Southerly on the Northeast corner thereof; said line also being the Southerly face of the Southerly East/West column line of Phase 2 parking garage).

All of Lot 3, all of Lot 4 (except the Southerly 4.77 feet thereof) and all of Lot 5 (except the Southerly 4.77 feet thereof and also except that part of said Lot 5 lying Easterly of a line drawn from a point on the Northerly line of said Lot 5, 9.72 feet Westerly of the Northeast corner thereof, said Northerly line being a curve concave Northerly, and having a radius of 65.00 feet to a point on the Easterly line of said Lot, 78.00 feet Southwesterly of said Northeast corner thereof),

Also that part of Lot 6 lying Westerly of a line drawn from a point in the Southerly line of said lot, 9.05 feet Easterly of the Southwest corner thereof to a point on the Westerly line of said lot, 78.00 feet Southwesterly of the Northwest corner thereof, in Rosemont-William Street Addition, being a subdivision of part of Lot 2, in Henry Hachmeister's Division in the Northwest 1/4 of Section 10, Township 40 North, Range 12, East of the

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Third Principal Meridian, according to the plat thereof recorded December 20, 1967 as document 20360786, in Cook County, Illinois.

Parcel 3:

That part of Lot 3 in Section 10 lying West of the West line of the Des Plaines River Road (except therefrom the South 212.30 feet as measured on the West line of the Northwest 1/4 of said Section 10) in Henry Hachmeister's Division of part of Section 9 and Section 10, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded April 6, 1908 as document 4183101 in Book 97 of plats page 45 in Cook County, Illinois

Excepting therefrom the following described parcel: Said parcel described as beginning at the Southeasterly corner of said part of Lot 3; thence South 90 degrees 00 minutes 00 seconds West (assumed) 13.91 feet (along the Southerly line of said part of Lot 3); thence North 32 degrees 34 minutes 47 seconds East 29.35 feet; thence North 11 degrees 50 minutes 56 seconds East 125.33 feet to said West line; thence South 10 degrees 37 minutes 00 seconds West, 149.96 feet along said West line to said point of beginning, in Cook County, Illinois.

Cook County Clerk's Office

EXHIBIT B

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Equipment Leases	Date of Lease
Pitney Bowes - Postage Meter	7/1/04
City Water International LTD. - Water Center with Filter Cartridge System	4/5/02

CHGO240185264.7

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