

Meritex Industrial  
Matteson, IL

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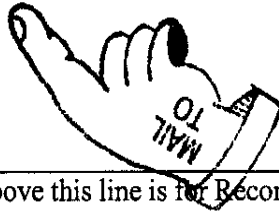


Doc#: 0802917090 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/29/2008 02:28 PM Pg: 1 of 8

After Recording Mail To:

**RECORD & RETURN TO:**

MARISSA J. c/o UDS  
P.O. BOX 29071 13235644  
GLENDALE, CA 91203



(Space above this line is for Recorder's use)

**COLLATERAL ASSIGNMENT**

This Collateral Assignment (this "Agreement") is made as of July 17, 2007 by Inland Mortgage Capital Corporation, a Maryland corporation ("Assignor"), to JP Morgan Chase Bank, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association, as Agent ("Assignee"), for the benefit of itself and on behalf of the Lenders.

**RECITALS**

1. Credit Agreement. Assignor, Assignee and certain other parties (which other parties, together with Assignee, are herein called the "Lenders") have entered into a certain Revolving Credit and Security Agreement last amended by the Fifth Amended and Restated Revolving Credit and Security Agreement dated as of August 1, 2006 (the "Credit Agreement") pursuant to which Lenders have agreed to make Advances to Assignor upon and subject to the terms and provisions set forth in the Credit Agreement. Capitalized terms not otherwise defined in this Assignment shall have the meanings ascribed thereto in the Credit Agreement.

2. Advances made by the Lenders under the Credit Agreement are evidenced by certain Notes executed by Assignor and delivered to the Lenders, and are made for the purpose of enabling Assignor to originate Loans to Borrowers as more fully described in the Credit Agreement.

3. Loans made by Assignor to Borrowers are evidenced by original Installment Notes, Mortgages, Assignment of Rents and Leases and certain other Required Documents described in the Credit Agreement. Concurrently with the execution of this Assignment, Assignor has endorsed without recourse and delivered to Assignee as the Promissory Note.

4. As security for the Advances made by the Lenders to Assignor under the Credit Agreement, Assignor is required under the Credit Agreement to execute and deliver this Assignment.

S. C. [Handwritten signature]

[Handwritten signature]

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## THE ASSIGNMENT

NOW THEREFORE, as security for the payment of all Credit Indebtedness due under the Credit Agreement and the Notes and the performance of all covenants and obligations of Assignor under the Facility Documents, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and transfers to Assignee as Agent for itself and the other Lenders, for collateral purposes, all of Assignor's rights, title and interest in, to and under the following:

Installment Note ("Note") dated as of September 11, 2006, executed by TTR Matteson, LLC, an Illinois Limited Liability Company, to the order of Assignor, in the original principal amount of \$10,800,000.00;

Assignment of Leases and Rents dated as of September 11, 2006 from TTR Matteson, LLC, an Illinois Limited Liability Company, to Assignor and recorded with the Recorder on 9/12/06 as Document No. 06025577134

Illinois First Mortgage and Security Agreement, dated September 11, 2006 from TTR Matteson, LLC, an Illinois Limited Liability Company, to Assignor as lender and recorded in the office of the Recorder of Deeds of County of Cook, ("Recorder") on 9/12/06 as Document No. 06025577133

Loan Modification Agreement dated June 20, 2007, executed by TTR Matteson, LLC, an Illinois limited liability company, to Assignor and recorded with the Recorder on 09/04/2007 as Document NO. 0724731089.

All such other agreements, documents, instruments, policies and other rights held by Assignor as security for the Installment Note, including but not limited to the following: Environmental Indemnity Agreement, Interest Reserve Holdback Agreement, Agreement Regarding Capital Improvements, Holdback, Collateral Assignment of Representations, Covenants, Indemnities, Guaranties and Warranties, Collateral Assignment of Agreements Affecting Real Estate, Collateral Assignment of Tenant Deposits, Loan Guaranty Agreement, Closing Certificate, Insurance Policies, and UCC Financing Statements (collectively, "Other Loan Documents").

The Mortgage affects the real estate and improvements thereon legally described on Exhibit A attached hereto and made a part hereof.

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Notwithstanding the foregoing, unless a Default shall have occurred and then be continuing under the Facility Documents, Assignor shall be entitled, without the consent of the Assignee, to exercise all of the rights, remedies and privileges of the payee, mortgagee and secured party under the Required Documents, including but not limited to the right to receive and collect directly all sums payable to Assignor in respect of the Collateral.

Upon the occurrence and during the continuance of a Default under the Credit Agreement, Assignee shall be entitled to receive and collect all sums payable to Assignor in respect of the Collateral, and (1) Assignee may in its own name or in the name of Assignor demand, sue for, collect or otherwise receive any money or property at any time payable to receivable on account of or in exchange for any of the Collateral, and (2) Assignor shall receive and hold in trust for Assignee any amounts thereafter received by Assignor upon or in respect of any of the Collateral, advising Assignee as to the source of such funds and, if Assignee so requests, forthwith pay such amounts to Assignee.

Notwithstanding anything to the contrary contained in this Assignment, the interests hereinabove described are transferred and assigned to Assignee as collateral security only and, accordingly, neither Assignee nor any Lender by its acceptance hereof, shall be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Required Documents, whether provided by the terms thereof, arising by operation of law or otherwise, and Assignor acknowledges that Assignor remains liable hereunder to the same extent as though this Assignment had not been made.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the date first above-written.

ASSIGNOR:

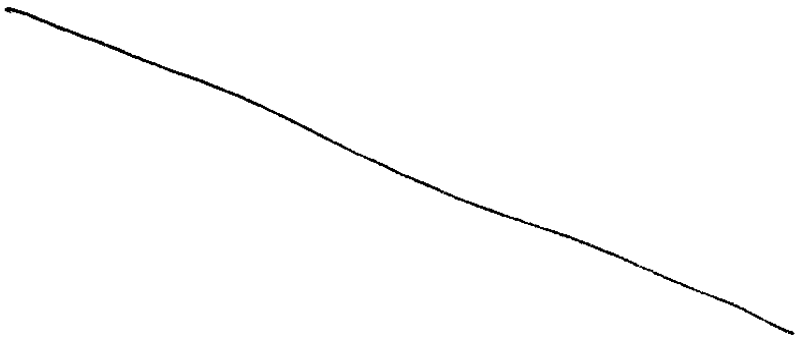
INLAND MORTGAGE CAPITAL CORPORATION

By: 

Raymond E. Petersen  
President

Meritex Industrial  
Matteson, IL

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Property of Cook County Clerk's Office

## ACCEPTANCE OF ASSIGNMENT

JPMorgan Chase Bank, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association, as Agent for the Lenders hereby accepts the foregoing Assignment subject to the terms thereof.

ASSIGNEE:

JPMorgan Chase Bank, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association

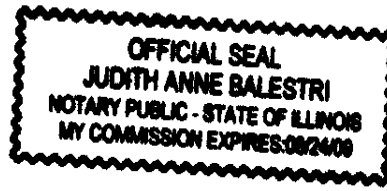
By: 

Its: Assistant Vice President

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Meritex Industrial  
Matteson, IL

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF DUPAGE )



I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Raymond E. Petersen, President of Inland Mortgage Capital Corporation whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged and swore that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed and the act and deed for the foregoing Corporation.

Given under my hand and notarial seal, this 17<sup>th</sup> day of July 2007.

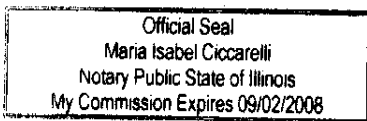
*Judith Anne Balestri*  
Notary Public

STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Daniel Kravitz, AVP of JP Morgan Chase Bank, N.A. (successor by merger to Bank One, NA (Main Office Chicago)), a national banking association whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged and swore that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act and deed and the act and deed for the foregoing Corporation.

Given under my hand and notarial seal, this 4<sup>th</sup> day of December, 2007.

*Maria Isabel Ciccarelli*  
Notary Public



Property: Meritex Industrial  
Matteson, IL

Prepared By: Caroline Zalatoris  
Inland Mortgage Capital Corporation  
2901 Butterfield Road  
Oak Brook, Illinois 60523

**UNOFFICIAL COPY****EXHIBIT A (PAGE 1 OF 2)****LEGAL DESCRIPTION:****Parcel 1:**

Lots 2, 3 and 4 in Final Plat of Resubdivision of Southgate Commerce Center, in the North Half of Section 28, Township 35 North, Range 13 East of the Third Principal Meridian, as recorded per Document Number 0536310046 on December 29, 2005, all in the Village of Matteson, Cook County, Illinois.

**Parcel 2:**

Lot 5 in Final Plat of Resubdivision of Southgate Commerce Center, in the North Half of Section 28, Township 35 North, Range 13 East of the Third Principal Meridian, as recorded per Document Number 0536310046 on December 29, 2005, all in the Village of Matteson, Cook County, Illinois.

**Parcel 3:**

Lot 1 in Green Glen Industrial Subdivision, being a subdivision of part of the Northwest Quarter of Section 28, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded October 8, 1982 as Document 26376841, Cook County, Illinois.

**Parcel 4:**

Easements for the benefit Lot 4 in Parcel 1 for ingress, egress and access, both pedestrian and vehicular, upon and over the roads, parking lot, drive lanes and sidewalk, which are located in the portion of the North Parking Lot on the following described land; and a pedestrian easement of ingress, egress and access into and through the portion of the building containing the Common Lobby Entrance, and for continued location, operation, maintenance, repair and replacement of all Utility Systems, including reasonable access to the same, and for the purpose of the continued location, maintenance, repair and replacement (but without expansion) of the Monument Sign, as created by Reciprocal Easement Agreement recorded June 12, 2005 as Document Number 0519333122:

Lot 1 in Final Plat of Resubdivision of Southgate Commerce Center, in the North Half of Section 28, Township 35 North, Range 13 East of the Third Principal Meridian, as recorded per Document Number 0536310046 on December 29, 2005, all in the Village of Matteson, Cook County, Illinois.

**Parcel 5:**

Permanent easements for the benefit of Parcel 1 for the existence, maintenance, repair, replacement and distribution of any and all existing sanitary sewer, storm sewer, electrical, natural gas, telephone, and water lines and systems, and the existence, maintenance, repair, replacement, and support for the Party Wall, and for such easements as are reasonably necessary for the existence, maintenance, repair, and replacement of all lines, systems, piping, conduits, and all other components of the utilities and systems, as created by Declaration of Reciprocal Easements dated July 23, 1996 and recorded August 2, 1996 as Document Number 96593845 by Southgate Commerce Center, Inc., a Minnesota corporation, over the following described premises:

Lot 1 in Final Plat of Resubdivision of Southgate Commerce Center, in the North Half of Section 28, Township 35 North, Range 13 East of the Third Principal Meridian, as recorded per Document Number 0536310046 on December 29, 2005, all in the Village of Matteson, Cook County, Illinois.

**UNOFFICIAL COPY****EXHIBIT A (PAGE 2 OF 2)****Parcel 6:**

Permanent easement for the benefit of Parcels 1 and 2 for the collection, distribution, management, storage, detention, and drainage of storm water, as created by Declaration of Storm Water Management and Drainage Easements dated July 8, 1993 and recorded February 28, 1996 as Document Number 96153735, over the following described property:

Outlots E, C and D in Southgate Commerce Center Unit II, being a subdivision of those parts of Lots 1 and 2 in Allis Chalmers Subdivision, being a subdivision of part of the North 1/2 of Section 28, Township 35 North, Range 13 East of the Third Principal Meridian, per plat recorded as Document 93575622, in Cook County, Illinois.

**P.I.N.s For Tax Years 2005 and Earlier****Permanent Tax / Assessor Parcel Number(s)**

31-28-200-011	(Part Parcel 1 and other property)
31-28-200-010	(Part Parcel 1 and other property)
31-28-100-008	(Parcel 3)
31-28-200-009	(Part of Parcel 2 and other property)
31-28-100-010	(Part of Parcel 2)

**For Tax Years 2006 and Later**

31-28-100-008	- Parcel 3
31-28-100-012	- Part Lot 5, Parcel 2
31-28-201-005	- Part Lot 5, Parcel 2
31-28-200-013	- Lot 2, Parcel 1
31-28-200-014	- Lot 3, Parcel 1
31-28-200-015	- Lot 4, Parcel 1

**Addresses:**

**Parcel 1:** 21800 Cicero Avenue, Matteson, Illinois

**Parcel 2:** 53 acre vacant land parcel located west of Gateway Drive and East of Highway I-57, Matteson, Illinois

**Parcel 3:** 53 acre vacant land parcel located on Central Avenue and the west side of I-57, Matteson, Illinois

*PREPARED BY* ✓  
After recording return to:

Janet R. Heintz, Associate Counsel  
The Inland Real Estate Group, Inc.  
2901 Butterfield Road  
Oak Brook, IL 60523