

ASSIGNMENT OF LEASES AND RENTS

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THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") dated as of June 27, 1986, is made and executed by Devon Bank, not in its individual capacity but as Trustee under a Trust Agreement dated October 15, 1983 and known as Trust No. 4820 ("Mortgagor"), and Westgate Center Condominium Associates, an Illinois limited partnership ("Beneficiary") (Mortgagor and Beneficiary being collectively referred to as "Assignor") in favor of Bank Leumi Le Israel - Chicago Branch ("Assignee").

RECITALS

June 16, 1986 (the "Loan Commitment") among Mortgagor, Beneficiary and assignee pursuant to which Assignee has agreed, subject to the terms and conditions thereof, to make a loan to Mortgagor in an amount not to exceed \$3,200,000 (the "Loan").

Agreement of even date herewith (the "Construction Loan Agreement") and is evidenced by Note of even date herewith executed by Mortgagor to Assignee, in the original principal sum of \$3,200,000 (the "Note"). The payment of the Note is secured by:

(a) this Assignment; (b) a Mortgage and Security Agreement (the "Mortgage") executed by Mortgagor pertaining to property defined therein as the "Mortgaged Property" of which the parcel of land legally described in Exhibit A attacked hereto and all improvements thereon and appurtenances thereto form a part; and (c) the other Loan Instruments (hereinafter defined).

GRANTING CLAUSES

To secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Assignment, the Mortgage, the Note, the Loan Commitment, the Construction Loan Agreement and any other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered to Mortgagor to evidence, secure or guarantee the payment of indebtedness evidenced by the Note or otherwise in connection with the Loan and any and all renewals, extensions, replacements and amendments of this Assignment, the Mortgage, the Note, the Loan Commitment and any such other documents and instruments (the Note, the Loan Commitment, the Construction Loan Agreement, this Assignment, the Mortgage, and such other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and all amend-

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ments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") (all indebtedness secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities"), Assignor hereby assigns to Assignee, all of the right, title and interest of Mortgagor and Beneficiary in:

- (a) All oral and written leases with, or other agreements for use or occupancy and any and all amendments, extensions, renewals, modifications and replacements thereof, pertaining to all or any part of the Mortgaged Property, whether such leases or other agreements have been heretofore or are hereafter made or agreements being collectively referred to herein as the "Leases";
- (b) The rents which are due or may hereafter become due purguant to any of the Leases and any other payments in addition to rent made by or due from any and all lessees, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments together with any and all other rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Mortgaged Property are herein collectively referred to as the "Rents");
- (c) All rights, powers, privileges, options and other benefits (collectively, "Kights") of Assignor under the Leases, including, without limitation:
 - (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 the Leases (including the commencement, conduct and consummation of

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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;
- (vi) The right to exercise any option required or permitted under any of the Leases;
- (vii) The right to execute new leases of the Mortgaged Property; and
- (viii) The rights, powers, privileges and other tenefits of Assignor under any and all guaranties (the "Suaranties") of any of the Leases;

(the Leases, Rents and Rights being sometimes collectively referred to as the "Collateral") and Assignor authorizes Assignee:

- (d) To manage the Mortgaged Property and take possession of the books and records relating thereto;
- (e) 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, Mortgagor or Beneficiary;
- (f) To make such repairs to the Mortgaged Property as Assignee may deem advisable; and
- (g) To do any and all other things with respect to the Mortgaged Property and the Collateral which an absolute owner or landlord has the right to do.

I

COVENANTS AND WARRANTIES

1.1 Present Assignment. Notwithstanding that this Assignment constitutes a present assignment of leases and rents, Assignor may collect the Rents and manage the Mortgaged Property in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default (defined hereafter) 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.

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- 1.2 Power Coupled with Interest. This Assignment of Leases and Rents confers upon Assignee a power coupled with an interest and cannot be revoked by Assignor.
- 1.3 No Other Assignment. Mortgagor represents and covenants and Beneficiary warrants as follows: (i) Assignor is the sole owner of the lessor'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 (other than pursuant to the other Loan Instruments); (iii) the Leases are valid and enforceable in accordance with their terms and have not been litered, modified or amended in any manner whatsoever; (iv) the lesses 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 concessions by the lessor; (v) no rent reserved in the Leases has been assigned; and (vi) no rent for any per ol 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.
- 1.4 Further Assurances. 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.
- 1.5 Assignee to be Creditor of Lessees. 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, receivership or probate proceedings affecting such lessee (without any obligation on the part of Assignee to file claims or otherwise to pursue creditor's rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Rents hereunder.

II

DEFAULTS AND REMEDIES

- 2.1 Event of Default. The term "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:
 - (a) If Assignor shall (i) fail to pay when due (A) any payment of principal when such payment shall become due and payable under the Note whether at

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maturity or otherwise; or (B) any payment of interest under the Note when due and payable; or (ii) fail to keep, perform or observe any other covenant, condition or agreement on the part of Assignor in this Assignment and such failure shall continue for thirty (30) days following the delivery of notice of such failure to Assignor; provided, however, if such failure is not of the kind or nature which can reasonably be cured within a period of thirty (30) days, then if Assignor shall fail to commence to cure such failure within thirty (30) days following the delivery of notice of such failure to Assignor and thereafter diligently proceed to cure such failure until completion.

- (b) If a default shall occur under any of the Loan instruments and the same is not cured within such cure, grace or other period, if any, provided in such Loan Instrument.
- (c) If an "Event of Default" shall occur under and as defined in any of the other Loan Instruments, including without limitation the Loan Commitment or the Mortgage.

2.2 Brercise of Agaignee's Rights.

- (a) 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 vaiving such Default;
- (b) 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 Borrower'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.
- 2.3 Nature of Remedies. 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.

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- 2.4 Application of Rents. Assignee may apply the Rents in such order as Assignee may determine, to the payment of the indebtedness (first to accrued interest and then to principal) evidenced by the Note or any and all renewals, extensions, modifications or replacements thereof, and other Borrower's Liabilities, and 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 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.
- 2.5 Limitation of Assignee's Obligations. Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Paragraph 2.4 hereof. Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any claim for damages or set-offs 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 lessor 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.
- 2.6 Reimbursement. Beneficiary 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. Any and all amounts due to Assignee under this Paragraph 2.6 shall be immediately due and payable, shall be added to Borrower's Liabilities, shall bear interest after disbursement by Assignee at the Default Rate (as described in the Note) and shall be secured by this Assignment and the other Loan Instruments.
- 2.7 Authorization to Lessees. 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

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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.

III

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- 3.1 Modification of Loan Terms. 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 therefor 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.
- 3.2 Successors and Assigns. This Assignment shall inure to the benefit of Assignee and be binding upon Assignor, the successors and assigns of Assignor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgage? Property.
- 3.3 No Merger. 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.
- 3.4 Notices. All notices, reports, requests, demands or other instruments required or contemplate to be given or furnished under this Assignment to Assignor or Assignee shall be directed to Assignor or Assignee, as the case may be, at the following addresses:

Assignee:

Bank Leumi Le Israel -Chicago Branch 100 N. LaSalle Street Chicago, Illinois 60602 Attention: Mr. Dan Maeir

Mortgagor:

Devon Bank, as Trustee under Trust No. 4820 6445 North Western Avenue Chicago, Illinois 60645

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Beneficiary:

Westgate Center Condominium

Associates

c/o Matanky Realty Group, Inc.

1901 North Halsted Street Chicago, Illinois 60614

Attention: Barry B. Kreisler

with a copy to:

Robert W. Matanky

Matanky Realty Group, Inc. 1901 North Halsted Street Chicago, Illinois 60614

Notices shall be either (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery set forth in the return receipt, unless delivery is not accepted, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, or (iii) by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of delivery. Any party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other parties in compliance with the foregoing provisions.

- 3.5 Headings. The headings of the articles, sections, paragraphs and subdivisions or 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.
- 3.6 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Assignment of in any other Loan Instrument shall be invalid, illegal or unexploreable 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, term held to be invalid, illegal or unenforceable, to persons 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.
- 3.7 Changes. 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 Assignor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

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- 3.8 Governing Law. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.
- 3.9 Future Advances. 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. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Note.
- 3.10 Joint and Several Liability. The liability of Mortgagor and Beneficiary hereunder shall be joint and several.
- 3.11 Exculpatory Clause. This Assignment is executed by Devon Bank, as Trustee under the aforesaid Trust Agreement in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Nothing contained in this Assignment shall be construed as creating any liability on Devon Bank, in its individual capacity, to perform any covenant (either express or implied) here n, all such liability, if any, being hereby waived by Assignee.

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IN WITNESS WHEREOF, Mortgagor and Beneficiary have executed this Assignment on the date first above written.

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ASST. TRUST OFFICER

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DEVON BANK, not in its individual capacity but as Trustee under a Trust Agreement dated October 15, 1983 and known as Trust No. 4820

WESTGATE CENTER CONDOMINIUM ASSOCIATES, an Illinois limited partnership

By: Matanky Partners XVIII, an Illinois general partnership, sole general partner

PARTHER

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Carole K. Towne Goldberg, Kohn, Bell, Black Rosenbloom & Moritz, Ltd. 55 East Monroe Street Chicago, Illinois 60603

BOX 333-HV

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BOX 333-HV

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ACKNOWLEDGEMENT

STATE OF ILLINOIS
COUNTY OF COOK)
I, ANN URBACH , a Notary Public in and
I, ANN URBACH , a Notary Public in and for and residing in said County and State, DO HERBBY CERTIFY THAT SAMEORD MEISELMAN and GAIL A. HAMM , of Devon Bank,
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such IRUST OFFICER
and ASST. TRUCK officer , appeared before me this day in person
and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary
act of said pank; and the said ASST. TRUST OFFICER acknowledged that
the , as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as HER own
free and voluntary act and as the free and voluntary act of said
bank for said uses and purposes.
GIVEN under my band and notarial seal this Mth day of (
TUNE , 1986.
Notary Public
My Commission Expires:
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is commission Expired:

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ACKNOWLEDGEMENT

STATE OF ILLINOIS

COUNTY OF CO	ok j			
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for and resid	ding in gaid C	ounty and Sta	te, DO HEREBY	CERTIFY THAT
Partners XVI	Kleister, ID, an Illino	being a ger is general p	neral partne: artnership.	r or matanky said Matanky
Partner XV	III being the	sole general	partner of WE	STGATE CENTER
condominzum a	ASSOCIATES, a wn to me to b	n Illinois l e the same p	imited partners	ersnip, per- name is sub-

in person and acknowledged that he signed and delivered said instrument as he own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

scribed to the foregoing instrument, appeared before me this day

GIVEN under my hand and notarial seal this 27 day of

by Commission Expires:

Commission Expires July 15, 1987

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BARKE OF HALTMORE

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EXHIBIT A

LOTS 9 AND 10 (EXCEPT THE EAST 9 FEET OF SAID LOTS) IN BLOCK 19 IN DUNCAN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 331 S. Peoria Street

Chicago, Illinois

PIN: 17-

17-17-227-006 ALMO-

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Droperty of Coot County Clerk's Office