

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of August 14, 1986, is made and executed by (i) American National Bank and Trust Company of Chicago, not in its individual capacity but as Trustee under Trust Agreement dated June 15, 1969, and known as Trust No. 28437 ("Land Trustee") and (ii) Michigan Partnership, an Illinois general partnership and the owner of 100% of the beneficial interest in Land Trustee ("Beneficiary") (Land Trustee and Beneficiary being sometimes collectively referred to herein as "Assignor"), in favor of Bank Leumi le-Israel B.M., Chicago Branch ("Assignee").

86-04062

RECITALS

I. Assignee has agreed to make an installment loan to Assignor in an amount not to exceed \$1,060,000 (the "Loan").

II. The Loan is evidenced by that certain Note of even date herewith executed by Assignor in favor of Assignee, in the principal sum of \$1,060,000 (the "Note"). The payment of the Note is secured by: (a) this Assignment; (b) a Mortgage and Security Agreement (the "Mortgage") executed by Assignor pertaining to property defined therein as the "Mortgaged Property" of which the parcel of land legally described in Exhibit A attached hereto and all improvements thereon and appurtenances thereto form a part; and (c) the other "Loan Instruments" (hereinafter defined).

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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, and all other mortgages, security agreements, assignments of leases and rents, guaranties and any other documents and instruments and any and all renewals, extensions, replacements and amendments hereof or thereof, now or hereafter executed by any of Assignor, Land Trustee or Beneficiary or any party related thereto or affiliated therewith to secure or guarantee the payment of indebtedness under the Note (all of the foregoing being collectively referred to as the "Loan Instruments" and individually as a "Loan Instrument") (all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as the "Liabilities"), Assignor hereby assigns to Assignee all of the right, title and interest of Land Trustee and Beneficiary in and to:

Mail to: Box 77 Attn: J. Foster

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(a) All oral and written leases with, or other agreements or licenses for use or occupancy made by, any person or entity (including without limitation any leases, agreements or licenses which may be described in any separate schedule which may be attached hereto or in any supplement to this Assignment recorded hereafter), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Property, whether such leases, agreements or licenses have been heretofore or are hereafter made or agreed to (such leases, agreements and licenses being collectively referred to herein as the "Leases");

(b) The rents which are due or may hereafter become due pursuant 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, profits, income, and revenues 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 referred to as the "Rights") 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 without limitation consents to any instrument which subordinates or makes paramount the interest of a lessee to the Mortgage;

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(iv) The right to take such action upon the happening of a default under 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;

(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;

(viii) The rights, powers, privileges and other benefits of Assignor under any and all security for, or guaranties of, any of the Leases (the "Guaranties").

(d) All books and records of Assignor with respect to the Leases, Rents and Rights (collectively referred to as "Books"),

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

(A) To manage the Mortgaged Property and take possession of the Books;

(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, Land Trustee or Beneficiary;

(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 an absolute owner or landlord has the right to do.

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I

## COVENANTS, REPRESENTATIONS AND WARRANTIES

1.1 **Present Assignment.** Notwithstanding that this Assignment constitutes a present assignment of Leases and Rents, Assignor may, subject to the terms of Paragraph 1.2 hereof, 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, whether or not Assignee takes possession of the Mortgaged Property.

1.2 **Collection of Rents.** Notwithstanding anything to the contrary contained in Paragraph 1.1 hereof, Assignor shall direct all parties obligated to Land Trustee or Beneficiary in respect of the Collateral (collectively referred to as the "Obligors"), to make all payments in respect thereof to a lock box account (the "Lock Box Account") that Assignor shall establish in Assignor's name with Assignee, and Assignor shall immediately deposit any payments made directly to Assignor into the Lock Box Account in the identical form in which such payments were made, whether by cash or check. Assignor shall further direct all Obligors to make all checks or other instruments deposited in the Lock Box Account payable to Assignee. Assignor hereby agrees that all payments made to such Lock Box Account will be the sole and exclusive property of Assignee and will be credited to Assignor's account as follows: (i) checks and other instruments received in the Lock Box Account will be credited upon final collection of funds in respect thereof by Assignee, and (ii) cash payments or wire transfers received in the Lock Box Account will be credited the next succeeding business day. All funds credited to Assignor's account pursuant to this Paragraph 1.2 will be applied to the Liabilities as provided in Paragraph 2.4 hereof. Each of Land Trustee and Beneficiary shall receive any payments in respect of the Collateral made to such party as trustee for Assignee. Assignor irrevocably designates, makes and appoints Assignee (and all persons designated by Assignee) as Assignor's true and lawful attorney-in-fact for the purpose of endorsing Assignor's name (or the name of either Land Trustee or Beneficiary) on any check, instrument or other similar item of payment received by Assignee, if such item is missing the appropriate endorsement. Assignor agrees to pay Assignee any and all fees, costs and expenses that Assignee incurs in connection with opening and maintaining the Lock Box Account and depositing for collection by Assignee any check or item of payment received by or delivered to Assignee on account of the Liabilities.

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1.3 **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.

1.4 **No Other Assignment.** Assignor represents and warrants to, and covenants with, Assignee 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 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 concessions by the lessor; (v) no rent reserved in the Leases has been assigned; and (vi) 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.

1.5 **Covenants.** Assignor covenants with Assignee that (i) it will not modify, change, alter, supplement, amend, cancel, surrender or accept surrender of any of the Leases without Assignee's consent; (ii) it will not consent to any assignment or subletting of the lessee's interest under any of the Leases without Assignee's consent; (iii) it will not accept rent more than thirty (30) days in advance under any of the Leases; and (iv) it will not assert any 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 deposit the same into the Lock Box Account for application to the Liabilities.

1.6 **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.

1.7 **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

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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 (A) any payment of principal within five (5) days after the date on which such payment shall become due and payable under the Note, whether at maturity or otherwise; or (B) any payment of interest within five (5) days after the date on which such payment shall become due and payable under the Note; 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 five (5) days.

(b) If a default or "Event of 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.

### 2.2 **Exercise of Assignee'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 waiving any Event of 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 the 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.

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**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.

**2.4 Application of Rents.** Assignee may apply the Rents in such order as Assignee may determine to the payment of the Liabilities (first to accrued interest and then to principal), 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 expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. 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

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the Clerk of Cook County, Illinois.

Witness my hand and the seal of the Clerk of Cook County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public

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hereunder. Any and all amounts due to Assignee under this Paragraph 2.6 shall be immediately due and payable, shall be added to the Liabilities, shall bear interest after disbursement by Assignee at an interest rate equal to the "Default Rate" (as defined 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 the Lock Box Account. No lessee shall be given credit for any rent paid other than to the Lock Box Account thereafter until Assignee instructs such lessee otherwise in writing.

## III

### MISCELLANEOUS

**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 its successors and assigns and be binding upon Land Trustee and Beneficiary, and each of their heirs, legal representatives, successors and assigns, and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgaged 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 contemplated 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:

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Assignee: Bank Leumi le-Israel B.M.,  
Chicago Branch  
100 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Mr. Dan Maeir

with a copy to: Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street  
Chicago, Illinois 60603  
Attention: David L. Dranoff, Esq.

Assignor or Land Trustee: American National Bank and Trust  
Company of Chicago, as Trustee  
under Trust No. 28437  
33 North LaSalle Street  
Chicago, Illinois 60690  
Attention: Land Trust Department

With copies to: Michigan Partnership  
c/o Mr. Harvey J. Angell  
180 North LaSalle Street  
Chicago, Illinois 60601  
Attention: Mr. Harvey J. Angell

and

Gerald S. Elliott, Esq.  
30 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60602

Beneficiary: Michigan Partnership  
c/o Mr. Harvey J. Angell  
180 North LaSalle Street  
Chicago, Illinois 60601  
Attention: Mr. Harvey J. Angell

with copies to: Gerald S. Elliott, Esq.  
30 North LaSalle Street  
Suite 2700  
Chicago, Illinois 60602

and

American National Bank and Trust  
Company of Chicago, as Trustee  
under Trust No. 28437  
33 North LaSalle Street  
Chicago, Illinois 60690  
Attention: Land Trust Department

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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 Western Union telegram, in which case they shall be deemed delivered on the date Western Union delivers its telephonic communication, (iii) 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, or (iv) by air courier (Federal Express or like service), in which case they shall be deemed received 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 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.

**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 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, 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.

**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

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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Notary Public for Cook County, Illinois

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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 Land Trustee and Beneficiary hereunder shall be joint and several.

**3.11 Beneficiary's Liability Hereunder.** Beneficiary acknowledges that this Assignment will be recourse to Beneficiary and to its general partners. Notwithstanding the foregoing or anything to the contrary contained elsewhere in this Assignment, Beneficiary agrees that (i) the personal liability of each general partner of Beneficiary other than Harvey J. Angell and Gerald S. Elliott will be limited to the interest of such general partner in Beneficiary and the assets of Beneficiary, and (ii) Harvey J. Angell and Gerald S. Elliott will be personally liable for 100% of the liabilities.

**3.12 Exculpatory Clause.** This Assignment is executed by American National Bank and Trust Company of Chicago, 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 American National Bank and Trust Company of Chicago, in its individual capacity, to perform any covenant (either express or implied) herein, all such liability, if any, being hereby waived by Assignee.

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

AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO,  
not in its individual capacity  
but as Trustee under a Trust  
Agreement dated June 19, 1969  
and known as Trust No. 28437

ATTEST:

By

Its

By

Its

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MICHIGAN PARTNERSHIP, an  
Illinois General Partnership

Witness:

[Signature]

Witness:

Michael P. Carson

By [Signature]  
General Partner

By [Signature]  
General Partner

As Attorneys-in-Fact for and Agents  
of Michigan Partnership and all of  
the General Partners of Michigan  
Partnership

THIS INSTRUMENT PREPARED BY  
~~AND AFTER RECORDING RETURN TO:~~

David L. Dranoff, Esq.  
GOLDBERG, KOHN, BELL, BLACK,  
ROSENBLUM & MORITZ, LTD.  
55 East Monroe Street, Suite 3900  
Chicago, Illinois 60603

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## ACKNOWLEDGEMENT

STATE OF Illinois )  
COUNTY OF Cook )

I, Cheryl Kelly, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT LARRY ANGELL and FRANK ELLIOTT of Michigan Partnership, an Illinois general partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 14th day of August, 1986.

Cheryl Kelly  
Notary Public

My Commission Expires:

5/23/87

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## EXHIBIT A

### Legal Description

Lots 41, 42, 43, 44, 45, 46, 47 and 48 in Block 7 in John  
Wentworth's Subdivision of the South 60 acres of the West half of  
the North West quarter of Section 34, Township 39 North, Range 14  
East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 17-34419-006, -005, -004, -003, -002, -001.

3401 S. Michigan  
Chicago, IL.

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DEPT-01 RECORDING

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CLERK OF COOK COUNTY  
CHIEF CLERK