

UNOFFICIAL COPY ASSIGNMENT OF RENTS AND LEASES

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SL 86-5953C

KNOW ALL MEN BY THESE PRESENTS THAT

LASALLE NATIONAL BANK, a national banking association, not personally, but as trustee under Trust Agreement dated March 1, 1985 and known as Trust No. 109495 ("New Trust"), and QUAKER TOWER PARTNERSHIP, an Illinois general partnership ("Partnership"),

hereinafter collectively called the assignor, in consideration of One Dollar paid by AETNA LIFE INSURANCE COMPANY, hereinafter called the assignee, hereby conveys, transfers and assigns unto the assignee, its successors and assigns, all the rights, interest and privileges, which the assignor as Lessor has and may have in the leases now existing or hereafter made and affecting the real property described below or any part thereof, including, but not limited to, the following leases:

(1) Lease dated July 9, 1984, as amended, between LaSalle National Bank, as Trustee under Trust Agreement dated June 29, 1981 and known as Trust No. 104102 ("Old Trust") and Oxford Riverfront Park, Inc. ("Riverfront"), as landlord (collectively called "Landlord"), and The Quaker Oats Company, as tenant, which Lease (a) was assigned by Riverfront to SCE Development Properties Inc., a Colorado corporation formerly known as Oxford Properties, Inc. ("BPI"), the sole general partner of the Partnership, on December 5, 1984, and by Old Trust to New Trust on March 1, 1985, and by BPI to Partnership on January 29, 1987, and (b) demises space in the office building located on a portion of real estate bounded by Clark, Dearborn and Kinzie Streets and the Chicago River in Chicago, Illinois; and

(2) those leases described in Exhibit B, attached hereto and made a part hereof.

as said leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, income and profits due and becoming due therefrom. The assignor will, on request of the assignee, execute assignments of any future leases affecting any part of said premises.

This assignment is made as additional security for the payment of a certain ~~bond or note and mortgage or deed of trust~~ (and all extensions or modifications thereof) made by assignor

to

AETNA LIFE INSURANCE COMPANY

in the ~~sum of~~ principal sum of One Hundred Eighteen Million Dollars, ^{(\$18,000,000.00),} Dollars with interest, dated May 14, 1985, covering real property situated in the City of Chicago, Cook County, Illinois,

and described ~~as~~ in Exhibit A, attached hereto and made a part hereof ("Property").

as amended and restated by a certain Amended and Restated Promissory Note of even date herewith payable by New Trust and Partnership to the order of assignee.

Such Note is additionally secured by a mortgage of even date herewith

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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Mail to: Box 77

Attn: J. Foster

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with respect to the Qualifying Leases (as that term is herein-after defined)

(which demise, individually or in the aggregate, 25,000 square feet or more ["Qualifying Leases"])

(except an assignment subordinate hereto to The Toronto Dominion Bank, Atlanta Agency)

Post Maturity Rate defined in the mortgage

and more particularly described in said mortgage ~~or deed of trust~~ and the acceptance of this assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the assignee under the terms of said ~~note and mortgage or deed of trust~~. And it is expressly understood and agreed by the parties hereto that before default occurs under the terms of said ~~note and mortgage or deed of trust~~, assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and enjoy the same, provided, however, that even before default occurs no rent more than two months in advance shall be collected or accepted without the prior written consent of the assignee. Anything to the contrary notwithstanding assignor hereby assigns to assignee any award made hereafter to it in any court procedure involving any of the leases in any bankruptcy, insolvency, or reorganization proceedings in any state or Federal court; and any and all payments made by lessees in lieu of rent. Assignor hereby appoints assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

The assignor, in the event of default in the performance of any of the terms and conditions of said ~~note and mortgage or deed of trust~~ hereby authorizes the assignee, at its option, to enter and take possession of the mortgaged premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or re-let said premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or assignor's name, make repairs as assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the assignee, in its discretion, may deem proper.

The receipt by the assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings under said mortgage ~~or deed of trust~~ shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by assignor under any of said leases, and the assignor hereby agrees to indemnify the assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of said premises upon the assignee, or make the assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The assignor covenants and represents that said assignor has full right and title to assign said leases and the rents, income and profits due or to become due thereunder, that the terms of said leases have not been changed from the terms in the copies of said leases submitted to the assignee for approval, that no other assignment of any interest therein has been made, that there are no existing defaults under the provisions thereof, and that said assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the lessees' interest in them without the prior written consent of the assignee.

Assignor hereby authorizes the assignee to give notice in writing of this assignment at any time to any tenant under any of said leases. Subject to Assignor's rights in the last sentence of Section 2.03 of the Mortgage,

Violation of any of the covenants, representations and provisions contained herein by the assignor shall be deemed a default under the terms of said note ~~or deed~~ and mortgage ~~or deed of trust~~.

Default by the assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said note ~~or deed~~ and mortgage ~~or deed of trust~~. Any expenditures made by the assignee in curing such a default on the assignor's behalf, with interest thereon at the highest rate for which it is now ~~able~~ to contract, shall become part of the debt secured by these presents.

The full performance of said mortgage ~~or deed of trust~~ and the duly recorded release or reconveyance of the property described therein shall render this assignment void.

The net proceeds collected by the assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said mortgage ~~or deed of trust~~.

This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the mortgage ~~or deed of trust~~ referred to herein. Notwithstanding any provisions herein to the contrary, this Assignment of Rents and Leases is intended to be an absolute assignment from Assignor to Assignee and not merely the passing of a security interest. The rents and leases are hereby assigned absolutely by Assignor to Assignee contingent only upon the occurrence of a default.

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The assignor covenants that New Trust shall join in, as landlord, all tenant leases (leases to actual occupants) of space in Quaker Tower, which building is located on the Property (including all future tenant leases). The assignor also covenants that it shall provide attornment agreements, in form and substance satisfactory to assignee, from all future occupants of the Quaker Tower within fifteen (15) days of the execution by each such occupant of a lease.

Assignor is exculpated from liability hereunder as described in Paragraph 5.21 of said mortgage and in the second from the last paragraph of Section 2 of said note, and such paragraphs are hereby incorporated herein by reference.

This Assignment is executed by LaSalle National Bank, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that no personal liability shall be asserted or be enforceable against LaSalle National Bank by reason of any of the terms or provisions contained herein or contained in any document or certificate delivered by Trustee pursuant to the terms hereof.

IN WITNESS WHEREOF, the said assignor has signed and sealed this instrument July 7, 1987.

LASALLE NATIONAL BANK, not personally, but as Trustee aforesaid

By: [Signature]
Its VICE PRESIDENT

QUAKER TOWER PARTNERSHIP

By: BCE DEVELOPMENT PROPERTIES INC.

By: [Signature]
Its MANAGER

By: [Signature]
Its V.P. BY

ACKNOWLEDGEMENT

The undersigned, BCE Development Properties Inc. ("BPI"), acknowledges and agrees as follows:

(i) BPI is the lessee under that certain Improvements Lease dated May 12, 1987 among LaSalle National Bank, not personally but as trustee under Trust Agreement dated March 1, 1985 and known as Trust No. 109495, and Quaker Tower Partnership (then known as Quaker Tower Limited Partnership), as lessor (collectively, the "Lessor"), and BPI, as lessee, as amended by First Amendment to Improvements Lease dated as of July 7, 1987 (the "Improvements Lease");

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(ii) Section 3.09 of the Improvements Lease grants to BPI, among other things, certain rights to collect rents, and exercise all other powers of lessor, under the Subleases (as defined in the Improvements Lease), which rights may be revoked by the Lessor upon the occurrence and continuance of an Event of Default (as defined in the Improvements Lease);

(iii) By the foregoing Assignment of Rents and Leases from the Assignor to Aetna Life Insurance Company ("Aetna"), the Assignor has collaterally assigned to Aetna to secure the Amended and Restated Promissory Note (the "Note") described in said Assignment of Rents and Leases, all of the Assignor's rights in and to the Subleases and the Improvements Lease (including Assignor's right, upon the occurrence and continuance of an Event of Default under the Improvements Lease, to revoke BPI's rights described in clause (ii) above ("Revocation")); and

(iv) Upon the occurrence of a default (after any applicable notice and cure period) under the Note or the Collateral Documents (as defined in the Note), Aetna shall have the right to exercise any of the rights of the Lessor under Section 3.09 of the Improvements Lease, including (without limitation) the Revocation.

This Acknowledgment shall be void upon the full performance of the mortgage described in the foregoing Assignment of Rents and Leases and the duly recorded release or reconveyance of all of the property described in said mortgage.

BCE DEVELOPMENT PROPERTIES INC.

By: [Signature]
Its: [Signature]

By: [Signature]
Its: [Signature]

This instrument prepared by:

Dustin E. Neumark, Esq.
Sonnenschein Carlin Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606

Property Address:

321 North Clark Street
Chicago, Illinois 60610

Permanent Real Estate Tax Index No.

17-09-409-006; Volume 501

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EXHIBIT A

LEGAL DESCRIPTION

17-09-428-001 *OK*

PARCEL 1:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian at and below the horizontal plane of +50.00 feet above Chicago City Datum, bounded and described as follows:

Beginning at the point of intersection of the East line of North Clark Street (also being the West line of Lot 4 and 5 in said Block 2) and the North line of the Chicago River, as occupied; thence North along the East line of said North Clark Street a distance of 300.43 feet; thence East at right angles to the last described line a distance of 134.10 feet; thence South along a line 134.10 feet East of and parallel with the East line of said North Clark Street a distance of 305.09 feet to a point on the North line of said Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 134.18 feet to the point of beginning, in Cook County, Illinois, containing approximately 40,601 square feet or approximately 0.932 acres.

ALSO:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian and above the horizontal plane of +50.00 feet above Chicago City Datum, bounded and described as follows:

Beginning at the point of intersection of the East line of North Clark Street (also being the West line of Lots 4 and 5 in said Block 2) and the North line of the Chicago River, as occupied; thence North along the East line of said North Clark Street a distance of 300.43 feet; thence East at right angles to the last described line a distance of 136.10 feet; thence South along a line 136.10 feet East of and parallel with the East line of said North Clark Street a distance of 305.16 feet to a point on the North line of said Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 136.18 feet to the point of beginning, in Cook County, Illinois, containing approximately 41,211 square feet or approximately 0.946 acres.

PARCEL 2:

Ground Lease made by LASALLE NATIONAL BANK, as Trustee under a Trust Agreement dated June 17, 1987 and known as Trust Number 112420 to LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated March 1, 1985 and known as Trust Number 109495, dated ^{July 7, 1987} and recorded ^{July 8, 1987} as Document Number *87374321, demising the land described as Parcel 1 herein (except for the building and improvements now located thereon) for a term of years beginning ^{July 7, 1987} and ending July 1, 2062.

PARCEL 3:

Easements appurtenant to and for the benefit of Parcel 1 as described in the Easement and Operating Agreement dated as of January 14, 1986 and recorded January 21, 1986 as Document Number 86025944 made by and between LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated March 1, 1985 and known as Trust Number 109495, LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated June 29, 1981 and known as Trust Number 104102, Oxford Properties, Inc., LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated September 20, 1985 and known as Trust Number 110339 and The JDC-Tishman Chicago Hotel Company, over, under and upon portions of the following described land:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, at and below the horizontal plane of +50.00 feet above Chicago City Datum bounded and described as follows:

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LEGAL DESCRIPTION (cont.)

Beginning at the point of intersection of the West line of North Dearborn Street (also being the East line of Lots 1 and 8 in said Block 2) and the North line of the Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 187.48 feet to a point on a line 134.10 feet East (as measured at right angles) of and parallel with the East line of North Clark Street; thence North along said line (said line also being the East face of an existing concrete foundation wall and its Northerly and Southerly extension thereof) a distance of 305.09 feet; thence East at right angles to the last described line a distance of 187.37 feet to a point on the West line of said North Dearborn Street; thence South along the West line of said North Dearborn Street a distance of 311.60 feet to the point of beginning.

AND

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, at and above the horizontal plane of +50.00 feet above Chicago City Datum bounded and described as follows:

Beginning at the point of intersection of the West line of North Dearborn Street (also being the East line of Lots 1 and 8 in said Block 2) and the North line of the Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 185.48 feet to a point on a line 136.10 feet East (as measured at right angles) of and parallel with the East line of North Clark Street; thence North along said line a distance of 305.16 feet; thence East at right angles to the last described line a distance of 185.77 feet to a point on the West line of said North Dearborn Street; thence South along the West line of said North Dearborn Street a distance of 311.60 feet to the point of beginning.

PARCEL 4:

Easements appurtenant to and for the benefit of Parcel 1, as described in the Parking Agreement dated as of January 14, 1986 and recorded January 21, 1986 as Document Number 86025945 made by and between LASALLE NATIONAL BANK, as Trustee Under Trust Agreement dated September 20, 1985 and known as Trust Number 110339, The JDC-Tishman Chicago Hotel Company, LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated March 1, 1985 and known as Trust Number 109495, Oxford Properties, Inc. and LASALLE NATIONAL BANK, as Trustee Under Trust Agreement dated June 26, 1981 and known as Trust Number 104102, over, across, under and upon portions of the following described land:

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, at and below the horizontal plane +50.00 feet above Chicago City Datum, bounded and described as follows:

Beginning at the point of intersection of the West line of North Dearborn Street (also being the East line of Lots 1 and 8 in said Block 2) and the North line of the Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied a distance of 187.48 feet to a point on a line 134.10 feet East (as measured at right angles) of and parallel with the East line of North Clark Street; thence North along said line (said line also being the East line of an existing concrete foundation wall and its Northerly and Southerly extension thereof) a distance of 305.09 feet; thence East at right angles to the last described line a distance of 187.37 feet to a point on the West line of said North Dearborn Street; thence South along the West line of said North Dearborn Street a distance of 311.60 feet to the point of beginning.

AND

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LEGAL DESCRIPTION (end)

That part of Block 2 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, at and above the horizontal plane +50.00 feet above Chicago City Datum, bounded and described as follows:

Beginning at the point of intersection of the West line of North Dearborn Street (also being the East line of Lots 1 and 8 in said Block 2) and the North line of the Chicago River, as occupied; thence West along the North line of said Chicago River, as occupied, a distance of 185.48 feet to a point on a line 136.10 feet East (as measured at right angles) of and parallel with the East line of North Clark Street; thence North along said line a distance of 305.16 feet; thence East at right angles to the last described line a distance of 185.37 feet to a point on the West line of said North Dearborn Street; thence South along the West line of said North Dearborn Street a distance of 311.60 feet to the point of beginning.

Property of Cook County Clerk's Office

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EXHIBIT B

1. Lease with The Quaker Oats Company dated July 9, 1984, as amended by amendment dated June 25, 1986, October 1, 1986, and July 1, 1987.
2. Lease with Gardner, Carton & Douglas dated December 27, 1985.
3. Lease with Commonwealth of Australia dated April 3, 1986.
4. Lease with International Food Service Manufacturers dated September 2, 1986.
5. Lease with U.S. Ameribank dated December 20, 1985.
6. Lease with Equus Corporation dated March 23, 1987.
7. Lease with Copeland Companies dated April 16, 1987.
8. Lease with Arnold, White & Durkee dated June 10, 1987.
9. Lease with Dine-Amic Restaurant Group dated February 6, 1987.
10. Lease with Tishman Construction Corporation dated May 1, 1987.
11. Lease with Universal Outdoor, Inc. dated May 13, 1987.

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