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Chicago, Illinois 60603  
55 East Monroe Street  
Suite 4200  
Geraldson  
Seyfarth, Shaw, Fairweather &  
James A. Schraide  
Alvin L. Kruse

Oakton Avenue  
Arlington Heights, Illinois

Address of Premises:

03-19-400-001

Permanent Tax Index Numbers:

This instrument prepared by and  
to be returned after recording to:

Property of Cook County Clerk's Office

Dated as of November 8, 1989

THE NORTHERN TRUST COMPANY  
an Illinois banking corporation

to

LUCER VILLAGE LIMITED PARTNERSHIP,  
an Illinois limited partnership

from

CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

\$23.00

D-7 72-31-108

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11-08-89

11-08-89  
10605

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Section 1. Mortgagee as Agent. The Mortgagee does hereby irrevocably appoint the Mortgagee to be its agent for the management of the premises, and does hereby authorize the Mortgagee to let and re-let the premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the premises in its own name or in the name of the Mortgagee as it may reasonably deem necessary or expedient, and to make such repairs to the premises as it may reasonably deem proper or advisable, and to do anything in or about the premises that the Mortgagee might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

The Mortgagee does hereby further covenant and agree as follows:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the Mortgagee does hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the lease or leases described in Exhibit B attached hereto (the "Leases"); (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Leases; and (iii) any and all guarantees of the lessee's obligations under any of such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the premises, if any.

WHEREAS, the Mortgagee is the holder of the Mortgage and the Construction Loan Mortgage Note of the Mortgagee of even date herewith secured thereby;

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LUTHER VILLAGE LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagee"), in order to secure an indebtedness in the principal sum of Thirty-Five Million and No/100 Dollars (\$35,000,000), executed a Construction Loan Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

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Section 2. Collection of Rents. The Mortgagee does hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagee to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all reasonable expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagee and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagee to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of the principal of and/or interest on the indebtedness secured by the Mortgage, the said Construction Loan Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period, and the Mortgagee shall have a license to collect the rentals from the Premises in the absence of such a default.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Leases of the Premises. The Mortgagee agrees (i) that it will not enter into any lease of the Premises or any portion thereof without the prior written consent of the Mortgagee; (ii) that it will at all times duly perform and observe all of the terms, provisions, conditions and agreements on its part to be performed and observed under any and all leases of the Premises, or any portion thereof, including, but not limited to, the Leases, and

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Section 14. Limited Recourse Obligation. Subject to the exceptions and qualifications described below, the Mortgagor shall not be personally liable for the payment of the indebtedness evidenced by or created or arising under this Assignment and any judgment or decree in any action brought to enforce the obligation of the Mortgagor to pay such indebtedness shall be enforceable against the Mortgagor only to the extent of its interest in the property encumbered by the Mortgage and/or the other Loan Documents (as defined in the Mortgage) and any such judgment or decree shall not be subject to execution upon or be a lien upon the assets of the

Section 13. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagor, or that any matter is to be as estimated or determined by the Mortgagor, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate or determination or the like shall be made determined or given by the Mortgagor pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(b) References to sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

Section 12. Construction.

Section 11. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 10. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 9. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

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(d) The limitation contained in this Section 14 shall be void and completely ineffective as to the Mortgagor and any and all property and assets of the Mortgagor (but not as to its partners) in the event that the Mortgagor shall voluntarily file any petition or commence any case or proceeding under any provision or chapter of the Federal Bankruptcy Act, the Federal Bankruptcy Code, or any other federal or state law relating to insolvency, bankruptcy or reorganization, or the entry of any order of relief under the Federal Bankruptcy Code with respect to the Mortgagor.

(c) Nothing contained in this Section 14 shall affect or limit the rights of the Mortgagee to proceed against any person or entity, including the Mortgagor or any partner in the Mortgagor, with respect to the enforcement of any guarantees of payment or guarantees of performance and completion or other similar rights.

(b) Nothing contained in this Section 14 shall affect or limit the ability of the Mortgagee to enforce any of its rights or remedies with respect to any property encumbered by the Mortgage and/or the other Loan Documents.

(v) Any liability of the Mortgagor arising under Section 6.1(u) of the Loan Agreement (as defined in the Mortgage) or Section 2.15(u) of the Mortgage.

(iv) After an event of default has occurred under any of the Loan Documents and any applicable grace period has expired, the removal, demolition, damage or destruction of any property encumbered by the Mortgage and/or the other Loan Documents which is neither consented to in writing by the Mortgagee nor is fully compensated for by insurance proceeds or condemnation awards; and

(iii) All insurance proceeds, condemnation awards or other similar funds or payments attributable to any property encumbered by the Mortgage and/or the other Loan Documents which, under the terms thereof, should have been paid to the Mortgagee; and

(ii) Retention by the Mortgagor of any rental income or other income arising with respect to any property encumbered by the Mortgage and/or the other Loan Documents which, under the terms thereof, should have been paid to the Mortgagee;

(i) Fraud, misrepresentation or waste;

(a) the Mortgagor shall be fully and personally liable for the following:

Mortgagor other than its interest in such property. The foregoing limitation of personal liability shall be subject to the following exceptions and qualifications:

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IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of November 8, 1989.

LUTHER VILLAGE LIMITED PARTNERSHIP

By CHS Arlington Associates Limited Partnership, General Partner

By CHS Arlington, Inc., General Partner

By \_\_\_\_\_ Title: \_\_\_\_\_

Attest: \_\_\_\_\_ Title: \_\_\_\_\_

(SEAL)

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" OFFICIAL SEAL "  
GLENDA BOECKER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 12/31/93

*Glenda Boecker*  
Notary Public

The foregoing instrument was acknowledged before me this  
day of *January*, 1989, by *Charles H. Smith*  
*President* and *Richard*  
respectively, of CHS Arlington, Inc., a Delaware corporation,  
general partner of CHS Arlington Associates Limited Partnership, an  
Illinois limited partnership, general partner of Luther Village  
Limited Partnership, an Illinois limited partnership, on behalf of  
said corporation and said limited partnerships.

STATE OF ILLINOIS )  
COUNTY OF COOK )

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2008/10/15

That part of the west half of the Southeast quarter of Section 19, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, described as follows: Commencing at the Southwest corner of the west 1/2 of the Southeast 1/4 of the west section; thence North 0°00'00" East along the west line of the west 1/2 of the Southeast 1/4 of said section, 503.24 feet; thence East along a line normal to the last described course, 40.00 feet to the point of beginning on the East line of Kennicott Boulevard; thence North 0°00'00" East along said East line of Kennicott Boulevard, 2100.06 feet to the South line of Thomas Street; thence North 89°59'08" East along said South line of Thomas Street, 1247.28 feet to the West line of Ridge Avenue; thence North 89°58'50" West, 215.63 feet, thence Northerly along a curve having a chord bearing of North 5°31'21" West with a chord length of 27.57 feet, a radius of 721.76 feet, and an arc distance of 27.57 feet; thence South 85°34'18" West, 115.45 feet; thence Westerly along a curve having a chord bearing of North 80°38'25" West, with a chord length of 149.22 feet, a radius of 313.06 feet, and an arc distance of 150.67 feet; thence North 66°51'09" West, 72.69 feet; thence Westerly along a curve having a chord bearing of North 89°12'45" West with a chord length of 170.72 feet; thence South 68°25'39" West, 86.17 feet; thence Westerly along a curve having a chord bearing of South 76°52'07" West with a chord length of 104.40 feet, a radius of 355.60 feet, and an arc distance of 101.78 feet; thence South 85°18'34" West, 41.44 feet; thence Westerly along a curve having a chord bearing of South 73°10'04" West with a chord length of 110.89 feet, a radius of 263.62 feet, and an arc distance of 111.73 feet; thence South 61°01'35" West, 81.25 feet; thence Westerly along a curve having a chord bearing of South 75°30'46" West with a chord length of 111.59 feet, a radius of 223.03 feet, and an arc distance of 112.78 feet; thence North 90°00'00" West, 25.00 feet to the point of beginning, containing 57.27 acres, more or less.

Excepting therefrom the following described property:

That part of the West Half of the Southeast quarter of Section 19, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, described as follows: Commencing at the Southwest corner of said west 1/2 of the Southeast 1/4; thence North 0°00'00" East along the West line of said west 1/2 of the Southeast 1/4, 32.99 feet; thence East along a line normal to the last described course, 40.00 feet to the East line of Kennicott Boulevard; thence North 0°00'00" East along said East line of Kennicott Boulevard, 2570.30 feet to the South line of Thomas Street; thence North 89°59'08" East along said South line of Thomas Street, 1247.28 feet to the West line of Ridge Avenue; thence South

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT A

Parcel 1:

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Property of

0°00'06" West along said west line of Ridge Avenue, 1845.02 feet; thence North 89°59'54" West, 265.52 feet to the point of beginning; thence North 44°59'57" West, 131.76 feet; thence North 0°00'03" East, 22.50 feet; thence North 45°00'03" East 106.09 feet; thence North 44°59'57" West, 72.00 feet; thence South 45°00'03" West, 112.93 feet; thence North 89°59'57" West, 12.83 feet; thence North 44°59'57" West, 114.10 feet; thence South 0°00'03" West, 12.83 feet; thence South 44°59'57" East, 114.10 feet; thence South 44°59'57" East, 72.00 feet; thence South 45°00'03" West, 112.93 feet; thence South 44°59'57" East, 106.09 feet; thence North 45°00'03" East, 72.00 feet; thence South 44°59'57" East, 112.93 feet; thence North 45°00'03" East, 131.76 feet; thence North 0°00'03" East, 22.50 feet; thence North 44°59'57" West, 72.00 feet; thence South 44°59'57" East, 106.09 feet; thence North 45°00'03" East, 265.52 feet to the point of beginning; thence North 45°00'03" East, Kennicott Boulevard, 725.62 feet; thence South 90°00'00" East, 265.52 feet to the point of beginning; thence North 45°00'03" East, 131.76 feet; thence North 0°00'03" East, 22.50 feet; thence North 44°59'57" West, 106.09 feet; thence North 45°00'03" East, 72.00 feet; thence South 44°59'57" East, 112.93 feet; thence South 44°59'57" West, 114.10 feet; thence North 45°00'03" West, 114.10 feet; thence South 44°59'57" East, 72.00 feet; thence South 45°00'03" West, 114.10 feet; thence South 44°59'57" East, 138.60 feet; thence South 45°00'03" West, 72.00 feet; thence North 44°59'57" West, 129.64 feet; thence North 89°59'57" West, 25.50 feet; thence South 44°59'57" East, 129.64 feet to the point of beginning, containing 1.021 acres, more or less.

That part of the west half of the Southeast quarter of Section 19, Township 22 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois, described as follows: Commencing at the Southwest corner of said west 1/2 of the Southeast 1/4; thence North 0°00'00" East along the west line of said west 1/2 of the Southeast 1/4, 32.99 feet; thence East along a line normal to the last described course, 10.00 feet to the East aline of Kennicott Boulevard; thence North 0°00'00" East along said East line of Kennicott Boulevard, 725.62 feet; thence South 90°00'00" East, 265.52 feet to the point of beginning; thence North 45°00'03" East, 131.76 feet; thence North 0°00'03" East, 22.50 feet; thence North 44°59'57" West, 106.09 feet; thence North 45°00'03" East, 72.00 feet; thence South 44°59'57" East, 112.93 feet; thence South 44°59'57" West, 114.10 feet; thence North 45°00'03" West, 114.10 feet; thence South 44°59'57" East, 72.00 feet; thence South 45°00'03" West, 114.10 feet; thence South 44°59'57" East, 138.60 feet; thence South 45°00'03" West, 72.00 feet; thence North 44°59'57" West, 129.64 feet; thence North 89°59'57" West, 25.50 feet; thence South 44°59'57" East, 129.64 feet to the point of beginning, containing 1.021 acres, more or less; and

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THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SAID SECTION; THENCE NORTH 0°00'00" EAST ALONG THE WEST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION, 503.24 FEET; THENCE EAST ALONG A LINE NORMAL TO THE LAST DESCRIBED COURSE, 40.00 FEET TO THE POINT OF BEGINNING ON THE EAST LINE OF KENNICOTT BOULEVARD; THENCE NORTH 0°00'00" EAST ALONG SAID EAST LINE OF KENNICOTT BOULEVARD, 2100.06 FEET TO THE SOUTH LINE OF THOMAS STREET; THENCE NORTH 89°59'08" EAST ALONG SAID SOUTH LINE OF THOMAS STREET, 1247.28 FEET TO THE WEST LINE OF RIDGE AVENUE; THENCE SOUTH 0°00'00" WEST ALONG SAID WEST LINE OF RIDGE AVENUE, 2015.92 FEET; THENCE NORTH 89°58'50" WEST, 215.61 FEET, THENCE NORTHERLY ALONG A CURVE HAVING A CHORD BEARING OF NORTH 89°12'45" WEST WITH A CHORD LENGTH OF 149.22 FEET, A RADIUS OF 313.06 FEET, AND AN ARC DISTANCE OF 150.67 FEET; THENCE NORTH 66°51'09" WEST, 72.69 FEET; THENCE WESTERLY ALONG A CURVE HAVING A CHORD BEARING OF NORTH 89°12'45" WEST WITH A CHORD LENGTH OF 166.42 FEET, A RADIUS OF 218.72 FEET, AND AN ARC DISTANCE OF 170.72 FEET; THENCE SOUTH 68°25'39" WEST, 86.17 FEET; THENCE WESTERLY ALONG A CURVE HAVING A CHORD BEARING OF SOUTH 76°52'07" WEST WITH A CHORD LENGTH

EXCEPT FOR:

THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWN-SHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF A STRIP OF LAND 8 FEET WIDE, TAKEN BY JUDGE-RENT ORDER, CASE NUMBER 62CO 5215, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES ON AUGUST 1, 1966, AS DOCUMENT LR2284261 AND EXCEPT THAT PART DEDICATED FOR KENNICOTT AVENUE, THOMAS STREET AND RIDGE AVENUE BY PLAT OF DEDICATION RECORDED OCTOBER 26, 1967 AS DOCUMENT 20303670), IN COOK COUNTY, ILLINOIS.

Easement created by grant of Easements and Covenant Agreement dated November 8, 1989, between and among Lutheran Home for the Aged, Inc., Luther Village Limited Partnership and CHS Arlington Associates Limited Partnership over the following described property:

Parcel 2:

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OF 104.40 FEET, A RADIUS OF 355.60 FEET, AND AN ARC DIS-  
TANCE OF 104.78 FEET; THENCE SOUTH 85°18'34" WEST, 41.44  
FEET; THENCE WESTERLY ALONG A CURVE HAVING A CHORD BEAR-  
ING OF SOUTH 73°10'04" WEST WITH A CHORD LENGTH OF 110.89  
FEET, A RADIUS OF 263.62 FEET, AND AN ARC DISTANCE OF  
111.73 FEET; THENCE SOUTH 61°01'35" WEST, 81.25 FEET;  
THENCE WESTERLY ALONG A CURVE HAVING A CHORD BEARING OF  
SOUTH 75°30'48" WEST WITH A CHORD LENGTH OF 111.59 FEET,  
A RADIUS OF 223.03 FEET, AND AN ARC DISTANCE OF 112.78  
FEET; THENCE NORTH 90°00'00" WEST, 25.00 FEET TO THE  
POINT OF BEGINNING, CONTAINING 57.27 ACRES, MORE OR LESS.

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NONE

Premises

Date of Lease

Lessor

Lessee

SCHEDULE OF LEASES

EXHIBIT B

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