

Handwritten signature



Albert Ritchie
Sidley & Austin
One First National Plaza
Chicago, Illinois 60603

This instrument prepared by
and after recording mail to:

WHEREAS, the execution by Trustee and Beneficiary and
delivery of this Assignment is a condition precedent to the
performance by the Assignee of its obligations under the Note.

WHEREAS, Beneficiary owns one hundred percent (100%) of
the beneficial interest of the Trust; and

WHEREAS, as evidence of the indebtedness incurred under
the loan, Trustee and Beneficiary have executed and delivered to
Assignee a Promissory Note of even date herewith, payable to
Assignee in the principal amount of \$12,070,612.12 (the "Note"),
payment of which is secured by the mortgage covering the premises
(as hereinafter defined) as well as other security.

WHEREAS, Trustee and Beneficiary have executed a
Mortgage and Security Agreement bearing even date herewith (the
"Mortgage") to secure a loan Assignee has made to Assignor, in
the aggregate principal amount of \$12,070,612.12 (the "loan") on
the terms and conditions set forth in the Mortgage and Note (as
hereinafter defined) and for the purposes set forth therein;

W I T N E S S E T H :

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THIS ASSIGNMENT, dated as of the 28th day of December,
1989, by MKDG/Buck Hotel Venture, an Illinois general partnership
("Beneficiary") and American National Bank and Trust Company of
Chicago, not personally, but as "Trustee" ("Trustee") under Trust
Agreement dated November 22, 1989 and known as Trust No. 109612-
09 ("Trust") (Beneficiary and Trustee are hereinafter
collectively referred to as "Assignor"), and THE AMERICAN MEDICAL
ASSOCIATION, a not-for-profit corporation organized and existing
under the laws of the state of Illinois (hereinafter collectively
referred to as "Assignee").

ASSIGNMENT OF LEASES AND RENTS

Block 125

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DEPT-01 RECORDING \$20.50
142272 TRAN 0157 12/29/89 1141100
18880 : 0 * 49-421559
COOK COUNTY REPAIRER

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Assignor further covenants and agrees with and represents to Assignee as follows:

The foregoing provisions hereof shall constitute an absolute and present assignment of the Leases and the rents, income and other benefits from the Leases and conditional permission to Assignor to collect and use such rents, income and other benefits as hereinabove provided; and the existence or exercise of such right of Assignor shall not operate to subordinate this assignment to any subsequent assignment, in whole or in part, by Assignor, and any such subsequent assignment by Assignor shall be subject to the rights of Assignee hereunder.

PROVIDED, HOWEVER, that permission is hereby given to Assignor, so long as no event of default has occurred hereunder, to collect and use rents, income and other benefits from the Leases as they become due and payable, but not more than one (1) month in advance therefor. Upon the occurrence of any event of default, the permission hereby given to Assignor to collect and use income, rents and other benefits from the Leases shall terminate and such permission shall be reinstated upon a cure of such event of default acknowledged by Assignee in writing.

TOGETHER WITH all security given under the Leases and all monies payable thereunder, and all books and records owned by Assignor which contain evidence of payments made under the Leases and all security given therefor,

TOGETHER WITH all rents, income and other benefits to which Assignor may now or hereafter be entitled under the Leases,

NOW, THEREFORE, to secure the indebtedness evidenced by the Note and the performance and observance of all obligations covenants and conditions in the Note, the Mortgage and the other documents securing the Note (the "Loan Documents") (the indebtedness and other obligations, covenants and conditions secured hereby being hereinafter sometimes referred to as the "Liabilities"), Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to the Assignee all of the Assignor's right, title, interest and privileges in and to all leases, licenses and any other agreement whereby any party has agreed to pay any money for the use and occupancy of the premises (as hereinafter defined) or any part thereof (the "Leases") or or affecting all or any part of the said property described in Exhibit A attached hereto and hereby incorporated herein (the "Premises"), whether heretofore, now or hereafter entered into,

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7. The term "Event of Default", whenever used herein, shall mean any one or more of the following events: (a) If Assignor shall fail to keep, perform or observe any covenant, condition, or agreement hereunder and such failure shall continue

6. Assignee may, at its option and election, perform any agreement or obligation under the Leases which Assignor shall fail to perform, and Assignee may take any other action which Assignee deems necessary for the preservation and maintenance of its interest in the Leases. Assignee shall, either prior to or contemporaneously with the taking of any action under the immediately preceding sentence, notify Assignor of such action. Assignor agrees to reimburse Assignee for all expenses or advances made by Assignee in connection with the foregoing, together with interest thereon at the default rate specified in the Note from the date of the expenditure to the date of reimbursement, but no such act or expenditure of Assignee shall relieve Assignor from the consequences of such failure.

5. Assignee shall have the right, at any time and from time to time, to notify the Lessees under any of the Leases of the rights of Assignee under this Assignment.

4. Assignor shall execute and deliver to Assignee any notification, financing statement or other document reasonably required by Assignee to perfect this Assignment as to any or all of the Leases.

3. Assignor shall comply with and observe its obligations as landlord under the Leases. Assignor shall not accept payment of rent under any of the Leases more than one (1) month in advance without the prior written consent of Assignee.

2. Assignor shall not enter into any additional Leases of the premises or any part thereof, or amend, alter, modify or terminate any Leases of the premises or any part thereof (whether now existing or hereafter entered into) without the prior written consent of the Assignee or except as otherwise provided in the Loan Documents. Assignor, if required by Assignee, shall furnish promptly to Assignee original or certified copies of the Leases.

1. Assignor will not make any further assignments of the Leases, or the rents, income or other benefits therefrom, without the prior written consent of Assignee.

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10. The Leases are assigned and transferred to Assignee by way of collateral security only and, accordingly, Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor under the Leases, whether provided for by the terms thereof or arising by operation of law or otherwise, and Assignor hereby acknowledges and agrees that Assignor is and will remain liable thereunder to the same extent as though this Assignment had not been made, and Assignee disclaims any assumption of the obligations imposed upon Assignor by the

9. No delay or omission of Assignee to exercise any right or power arising from any Event of Default hereunder shall exhaust or impair any such right or power or prevent its exercise during the continuance of such Event of Default. No waiver by Assignee of any Event of Default, whether such waiver be full or partial, shall extend to or be construed to affect any subsequent Event of Default, or to impair the rights resulting therefrom. No remedy hereunder is intended to be exclusive of any other remedy given hereunder or in any other instrument or agreement between the parties hereto, but each and every remedy shall be cumulative and in addition to any other and every other remedy. The provisions herein contained are for the benefit of Assignor and no other person shall be entitled to rely upon any provisions herein contained.

8. Upon the occurrence of an Event of Default, the full amount remaining unpaid under the Note and the other Loan Documents shall, at the option of Assignee, be and become due and payable without notice to Assignor, and Assignee shall then have the rights, options, duties and remedies of a secured party under the Uniform Commercial Code of Illinois. Without limiting the foregoing, upon the occurrence of an Event of Default, Assignee may proceed immediately to exercise each and all of the powers, rights and privileges of Assignor to manage, direct, control and deal with the premises and the Leases to the same extent as the Assignor, including without limitation the right to collect and receive any of the rents, income and other benefits thereunder. Any requirement of the Uniform Commercial Code for reasonable notice to the Assignor shall be met if such notice is mailed, postage prepaid, to Assignor, at its address as shown on the records of Assignee, at least ten (10) days prior to the date of sale, disposition or other event giving rise to the requirement of notice.

for thirty (30) days after written notice thereof by Assignee to Assignor or (b) there shall be a Default as defined in the Note which is not cured within such cure, grace or other period provided in the Note.

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and:

Attn: Albert Ritchie
Chicago, Illinois 60603
One First National Plaza
Sidley & Austin

with a copy to:

Attn: Reinhard Schneider
Chicago, Illinois 60610
535 North Dearborn Street
American Medical Association

If to Assignee:

13. (a) All notices, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Assignor or Assignee shall be deemed given or furnished when sent by registered or certified mail, return receipt requested, to the following addresses:

12. The unenforceability or invalidity of any provisions of this Assignment shall not render any other provision or provisions hereunder contained unenforceable or invalid. This Assignment shall be binding upon Assignor and upon the successors and assigns of the Assignor and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall be construed in accordance with, and governed by, the laws of Illinois.

11. This Assignment shall remain in full force and effect until released in writing by Assignee, it being the express intent of Assignor that this Assignment shall secure the liabilities whether such liabilities are outstanding as of the date of this Assignment or are incurred from time to time hereafter.

Leases, until such time as Assignee shall have exercised the rights and privileges conferred upon it by this Assignment and assumed full and indefeasible ownership of the collateral hereby assigned.

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14. This Assignment is executed by American National Bank and Trust Company of Chicago, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee and it is expressly understood and agreed that nothing herein or in the loan documents contained shall be construed as creating any liability on said Bank personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as said Bank and its successors personally are concerned, the legal holder or holders

(b) Either 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 party, but no such notice of change shall be effective unless and until actually received by such other party.

Katten, Muehl & Zavis
Suite 1600
525 West Monroe Street
Chicago, Illinois 60606-3693
Attn: Nina B. Matz or
Marcia Sullivan

Miller, Kutznick, Davis, Gray Co.
737 North Michigan Avenue
Chicago, Illinois 60611
Attn: Thomas Kutznick
Steve Rudolph

with copies to:

c/o John Buck Company
40th Floor
200 South Wacker
Chicago, Illinois 60606
Attn: John Iberle

If to Assignor:

American Medical Association
535 North Dearborn Street
Chicago, Illinois 60610
Attn: Office of the General Counsel

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of the Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the Premises, and any other security and any guaranty for the payment thereof.

15. Notwithstanding anything in this Assignment to the contrary, Assignee expressly agrees that no personal liability is assumed by, nor at any time may be asserted against the Beneficiary or any of the partners or subpartners of Beneficiary on account of this assignment, including, without limitation, on account of any warranty, representation, covenant or agreement herein contained, all such personal liability being expressly waived and released, and that, without limitation of the foregoing, Assignee shall look solely to the Premises and any other security and any guaranty for the satisfaction of any claim.

IN WITNESS WHEREOF, the Assignor has executed this instrument as of the day and year first above written.

ASSIGNOR:

MKDG/BUCK HOTEL VENTURE, an Illinois general partnership

By: BUCK HOTEL Limited Partner-

BUCK, an Illinois limited partnership, a general partner

By: BUCK Hotel Corporation,

an Illinois corporation, its general partner

(SEAL)

Attest:
Its:

By: _____
Its: _____

MKDG/540 MICHIGAN a Colorado general partnership, a general partner

By: T. Klutznick Co.-M, a Colorado corporation, a general partner

(SEAL)

Attest:
Its:

By: _____
Its: _____

[Signature]

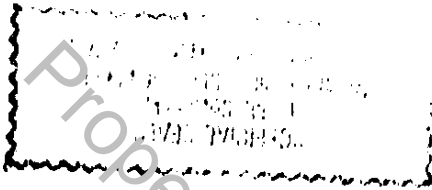
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STATE OF ILLINOIS }
 COUNTY OF COOK } SS.
 The foregoing instrument was acknowledged before me this 26th day of FEBRUARY 1988, by _____ and _____, both of whom are known to me to be the persons whose names are subscribed to the foregoing instrument, as Trustees, on behalf of said banking association, of American National Bank and Trust Company of Chicago, a national banking association.

J. M. Jankowski
 Notary Public

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, Trustee as aforesaid

BY: *[Signature]*
 ITS: *[Signature]*

(SEAL)

Attest: *[Signature]*
 ITS: *[Signature]*

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EXHIBIT A

Legal Description (Block 125):

The West 1/2 of Lot 2 and all of Lots 3, 4, 5, 6, 7 and the West 10 Feet of Lot 8 in Block 17 in Kinzie's Addition to Chicago in the North fractional Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

17-10-125-001, 002, 003 + 004

520 N. MICHIGAN, 528 N. MICHIGAN,
5 01 N. RUSH, CHICAGO, IL

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