

# UNOFFICIAL COPY

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## COLLATERAL ASSIGNMENT OF LEASES AND RENTS

This Assignment made as of the 19<sup>th</sup> day of June, 1989, from AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to such trustee in pursuance of a Trust Agreement dated April 1, 1989 and known as Trust No. 107921-09 ("Trustee") and WASHINGTON SQUARE LIMITED PARTNERSHIP, an Illinois limited partnership, sole Beneficiary of the Trust Agreement pursuant to which the Trustee acts ("Beneficiary"; Beneficiary and Trustee are herein referred to as "Borrower") to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (the "Lender");

### R E C I T A L S:

A. Trustee has executed its Mortgage Note of even date herewith to the order of Lender in the principal amount of Three Million Three Hundred Fifty Thousand and No/100 Dollars (\$3,350,000.00) ("Note"), and its Construction Mortgage ("Mortgage"), to secure the Note, conveying the premises ("Premises") legally described in Exhibit A hereto; and

B. Borrower and Lender have entered into a Construction Loan Agreement of even date herewith ("Loan Agreement"), which requires the execution and delivery of this Assignment; and

C. Beneficiary and Trustee have agreed to execute and deliver this Assignment;

NOW, THEREFORE, the Borrower, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt whereof is hereby acknowledged, and as further and additional security for payment of the Note; the principal sum, interest, premiums and other indebtedness evidenced thereby; any amendments, extensions or renewals of the Note; any other indebtedness or obligation secured or guaranteed by the Mortgage; payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment; and the performance and discharge of each and every obligation, covenant and agreement of Borrower contained in this Assignment, the Note, the Mortgage, the Loan Agreement or any of the other "Loan Documents" (as defined in the Loan Agreement), does hereby sell, assign and transfer unto the Lender its interest in (i) all leases, licenses or tenancies (including concessions), if any, of the Premises or any part thereof, or any letting of or agreement for the use or occupancy of the Premises or any part thereof, whether written or oral, heretofore or hereafter made or agreed to by any party, including without limitation the Lender in the exercise of the powers herein conferred or otherwise; and (ii) any and all extensions, renewals and replacements of any of the foregoing (all of the leases, tenancies and rights described above are herein referred to as the "Leases"), together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Leases, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all the foregoing to Lender.

To protect and further the security of this Assignment, the Borrower agrees as follows:

1. Agreements Regarding Leases. Trustee agrees and represents and the Beneficiary agrees, represents and warrants unto Lender as follows:

WJR.ANB.002 06/19/89

This instrument prepared by and after recording, return to:

William J. Ralph, Esq.

Winston & Strawn

35 West Wacker 10th Fl 60601

Chicago, IL 60601

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N890384

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STATE OF ILLINOIS  
CLERK OF THE SUPREME COURT  
JANUARY 1, 1905

IN SENATE  
JANUARY 1, 1905

REPORT

OF THE

COMMISSIONERS

OF THE LAND OFFICE

FOR THE YEAR

ENDING

DECEMBER 31, 1904

CHICAGO

1905

PRINTED BY

THE STATE PRINTING OFFICE

CHICAGO

1905

NO. 100

OF THE

STATES

OF ILLINOIS

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(f) all existing Leases are valid and unmodified and in full force and effect, except as indicated herein, and neither the landlord nor any of the tenants thereunder are in default under any of the terms, covenants or conditions thereof, no event or condition has occurred or presently exists which would, but for the passage of time, the giving of notice or both, constitute a default by either the landlord or any of the tenants thereunder, and none of the tenants thereunder has any rights of set-off or counterclaim or any defense to full performance of such tenant's obligations thereunder;

(g) the Borrower shall not commence or continue proceedings to evict, remove or dispossess any tenant under any Lease or to terminate any Lease without prior written consent of Lender;

(h) the Borrower shall perform all of its covenants and agreements under the Leases and shall not suffer or permit any release of liability of, or right to withhold payment of rent by, the tenants therein;

(i) no payment of rent has been or will be made by any tenant or by any person in possession of any portion of the premises for more than one month's installment in advance or has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrower, and the Borrower waives any right of set-off against any tenant or any person in possession of any portion of the premises; Borrower has not made and will not make any other or further assignment of the rents, issues, income or profits of the premises or of the Leases except subsequent to or in connection with the release of this Assignment with respect to such portion of the premises so released;

(j) no payment of rent has been or will be made by any tenant or by any person in possession of any portion of the premises for more than one month's installment in advance or has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrower, and the Borrower waives any right of set-off against any tenant or any person in possession of any portion of the premises; Borrower has not made and will not make any other or further assignment of the rents, issues, income or profits of the premises or of the Leases except subsequent to or in connection with the release of this Assignment with respect to such portion of the premises so released;

(k) the Borrower shall not hereafter permit any Lease to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or may hereafter become, subordinate, nor terminate, modify or amend any of the Leases or any of the terms thereof without the prior written consent of Lender, and any attempted termination, modification or amendment of any of the Leases without such written consent shall be null and void;

(l) if any Lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, the Borrower shall furnish rental insurance to Lender in amount and form and written by insurance companies as shall be satisfactory to Lender;

(m) the Borrower shall promptly notify Lender of any default or claimed default by landlord or tenant under the Leases of which it becomes aware;

(n) any Leases are and will be valid and enforceable in accordance with their terms, and shall remain in full force and effect irrespective of any merger of the interest of landlord and tenant thereunder;

(o) the Borrower is the sole owner of the entire interest of the landlord in the Leases; without Lender's prior written consent, Borrower will not transfer, sell, assign, pledge, encumber or grant a security interest in any of the Leases; without Lender's prior written consent, Borrower will not consent to, suffer or permit the assignment or subletting of any leasehold estate created thereunder; any attempted assignment or subletting without Lender's written consent, whether by Borrower or by a tenant, shall be null and void;

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(j) the Borrower shall not waive, cancel, release, modify, excuse, condone, discount, set-off, compromise or in any manner release or discharge any tenant under any of the Leases from any obligation, covenant, condition or requirement of said Leases, without prior written consent of Lender.

Any amounts received by Borrower or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Borrower as rents, income, issues or profits from the premises from and after the date of any default under the Loan Agreement or under any of the loan documents, which default shall not have been cured within the time periods, if any, expressly established therefor, shall be held by Borrower as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of the Borrower. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the premises are located stating that Borrower has received or will receive such amounts in trust for Lender.

2. Maintenance of Liability. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the premises by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers granted by the Mortgage, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by the Borrower.

3. Further Assurances and Assignments. The Borrower further agrees to execute and deliver immediately upon the request of Lender, all such further assurances and assignments concerning the Leases or the Premises as Lender shall from time to time require.

4. Exercise of Remedies. In any case in which under the provisions of the Mortgage Lender has a right to institute foreclosure proceedings, whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, upon demand of Lender the Borrower agrees to surrender to Lender and Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may, with or without force or notice and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the Borrower or the then owner of the Premises relating thereto, and may exclude the Beneficiary, its agents, or servants, wholly therefrom and may as attorney in fact of Beneficiary or agent of Borrower, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment of security of the rents, income, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any Lease or sublease for any cause or on any

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7. Power of Attorney. Beneficiary does hereby appoint irrevocably the Lender its true and lawful attorney in its name and instead and hereby authorizes Lender, with or without taking possession of the premises, to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said rents, income, issues and profits now or

(d) any indebtedness secured or guaranteed by the mortgage or any deficiency which may result from any foreclosure sale.

(c) the costs of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the premises in such condition as will, in the reasonable judgment of Lender, make it readily rentable;

(b) taxes and special assessments now due or which may hereafter become due on the premises;

(a) operating expenses of the premises, including costs of management and leasing thereof (including reasonable and other compensation and expenses of seeking and procuring tenants and entering into leases), establishing any claims for damages, and premiums on insurance heretofore authorized; it being expressly understood and agreed that Lender in the exercise of such powers may so pay any claims purporting to be for any operating expenses of the premises, without inquiry into, and without respect to, the validity thereof and whether such claims are in fact for operating expenses of the premises;

6. Application of Proceeds. Lender in the exercise of the rights and powers conferred upon it by this assignment shall have full power to use and apply the rents, income, issues and profits of the premises to the payment of or on account of the following, in such order as Lender may determine:

5. Indemnity. Lender shall not at any time (regardless of any exercise by Lender, or right of Lender to exercise, any powers herein conferred) be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the premises, and the Beneficiary shall and does hereby agree to hold Lender harmless of and from any and all liability, loss or damage which Lender may or might incur under or by reason of (a) any leases, (b) the assignment thereof, (c) any action taken by Lender or its agents hereunder, unless constituting willful misconduct or gross negligence, or (d) claims and demands which may be asserted against it by reason of any alleged obligations or undertakings on its part to (or to cause the Borrower to) perform or discharge any of the terms, covenants or agreements contained in the Leases.

ground which would entitle the Borrower to cancel the same, to object to disaffirm any lease or sublease made subsequent to the mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof and to receive all such rents, income, issues and profits.

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11. Continual Effectiveness. No judgment or decree which may be entered on any debt secured or intended to be secured by Lender shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured or guaranteed by the Mortgage, in whatever form, and until all bills incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the premises, or by the borrower, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all indebtedness secured or guaranteed

10. Effect of Remedies. The provisions set forth in this Assignment shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Note or the Mortgage but shall be deemed an additional remedy and shall be cumulative with the remedies herein and elsewhere granted Lender, all of which remedies shall be enforceable concurrently or successively. No exercise by Lender of any of its rights hereunder shall cure, waive or affect any default hereunder or default under the Note or the Mortgage. No inaction or partial exercise of rights by Lender shall be construed as a waiver of any of its such rights and remedies, and no waiver by Lender of any such rights and remedies shall be construed as a waiver by Lender of any of its other rights and remedies.

9. Instruction to Tenant. The borrower further specifically and irrevocably authorizes and instructs each and every present and future tenant or tenant under any lease of the whole or any part of the premises to pay all unpaid rental agreed upon in any lease or other agreement for occupancy of any part of the premises to Lender upon receipt of demand from Lender so to pay the same, without any inquiry as to whether or not said demand is made in compliance with the immediately preceding paragraph hereof. Lender has not received or been transferred any security deposit with respect to any lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under said lease.

8. Occurrence of Default. Although it is the intention of the parties that this assignment is a present assignment, Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur a default as defined in the Loan Agreement, or a default in the performance and observance by any party other than the Lender of its obligations and agreements under, the Note, the Mortgage or the Loan Agreement in each instance after any applicable grace periods shall have expired. Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under the Note, Mortgage or Loan Agreement or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.

hereafter arising from or accruing or due under the Leases with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Lender would have upon taking possession of the premises pursuant to the provisions hereinafter set forth. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender.

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Attn: William J. Ralph, Esq.  
Chicago, Illinois 60601  
Suite 4300  
35 West Wacker Drive  
Winston & Strawn

with a copy to:

Attn: Mary W. Brown  
Chicago, Illinois 60690  
33 North LaSalle Street  
Company of Chicago  
American National Bank and Trust

(b) If to the Lender:

Attn: Robert J. Goldberg, Esq.  
Chicago, Illinois 60603  
Suite 3900  
55 East Monroe Street  
Rosenbloom &owitz, Ltd.  
Goldberg, Kohn, Bell, Black,

with a copy to:

Chicago, Illinois 60614  
1959 North Halsted  
c/o Dayton Resources  
Partnership  
Washington Square Limited

with a copy to:

Attn: Land Trust Department  
Chicago, Illinois 60690  
33 North LaSalle Street  
Company of Chicago  
American National Bank and Trust

(a) If to Borrower:

14. **Notice.** Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given if and when personally delivered, or on the second (2d) business day after being deposited in United States registered or certified mail, postage prepaid, addressed to a party at its address set forth below, or at such other place as such party may have designated to all other parties by notice in writing in accordance herewith:

13. **Release of Mortgage.** To the extent, if any, that any provisions of the Mortgage may provide for the partial release thereof upon conditions therein stated, the Lessee of any portion of the Leases which may be released from the lien of the Mortgage pursuant to such provisions, and any rents, issues and profits thereafter accruing with respect thereto, shall ipso facto be immediately released from this Assignment without the necessity of further action or instrument.

12. **Bankruptcy.** In the event any tenant under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Borrower covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Borrower and Lender. The Borrower hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Lender may elect.

by the Mortgage is fully satisfied before the expiration of any period of redemption.

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AMERICAN BAR ASSOCIATION

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*[Faint, mostly illegible text from a document, possibly a contract or legal agreement, is visible through the page. The text is arranged in columns and paragraphs.]*

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Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

15. Binding Agreements. This Assignment and all provisions hereof shall be binding upon the Trustee and Beneficiary, their successors, assigns, executors, administrators and legal representatives and all other persons or entities claiming under or through them, or either of them, and the word "Borrower", when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender", when used herein, shall include Lender's successors, assigns, and legal representatives, including all other holders, from time to time, of the Note.

16. Governing Law; Interpretation. This Assignment shall be governed by the laws of the State of Illinois. Wherever possible each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Terms of the essence of this Assignment.

17. Miscellaneous. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Agreement. As used in this Assignment, the singular shall include the plural and the plural shall include the singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

18. Joint and Several Liability. The Beneficiary and Trustee shall be jointly and severally liable hereunder. An action to enforce this Assignment may be brought against either the Beneficiary or Trustee without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either the Beneficiary or Trustee.

19. Exculpation. This Assignment is executed and delivered by the undersigned trustee, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability of said Trustee personally to pay the indebtedness secured by this Assignment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

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MEMORANDUM FOR THE RECORD

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[The following text is extremely faint and largely illegible. It appears to be a memorandum or report with several paragraphs of text. The content is mostly obscured by the watermark and low contrast.]

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IN WITNESS WHEREOF, the undersigned have caused this Assign-  
ment to be executed as of the day and year first above written.

TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
but solely as Trustee as aforesaid

By: [Signature]  
Its: SECOND VICE PRESIDENT

ATTEST: [Signature]  
Name: ASSISTANT SECRETARY  
Its: [Signature]

BENEFICIARY

WASHINGTON SQUARE LIMITED PARTNER-  
SHIP, an Illinois limited partner-

By: [Signature]  
Its: Stephen R. Ballis,  
General Partner

By: [Signature]  
Its: John L. Kuhn,  
General Partner

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RESOLUTIONS

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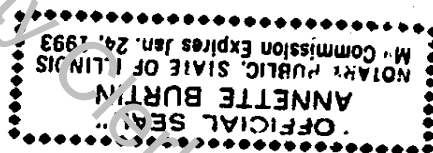
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My commission expires:

Annette Burtin  
Notary Public

GIVEN under my hand and Notarial Seal, this 19th day of June, A.D., 1989.

I, Annette Burtin, a Notary Public, in and for said county, in the state aforesaid, DO HEREBY CERTIFY that Stephen R. Ballis and John L. Kuhn, general partners of WASHINGTON SQUARE LIMITED PARTNERSHIP, an Illinois limited partnership, are 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 for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS.

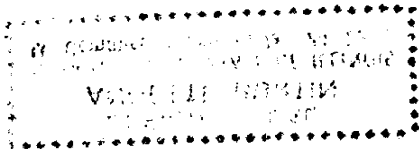
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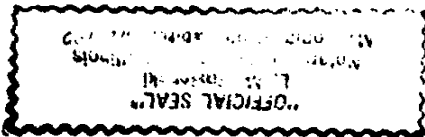
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My Commission Expires:

Notary Public

*J. M. Szymanski*

GIVEN under my hand and Notarial seal, this Monday 9th day of June, 1989.

I, J. M. SZYMANSKI, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GAZDANE G. BAKER, Second Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY, a national banking association, personally known to me to be acting not personally but as Trustee under Trust Agreement dated 4-1-89 and known as Trust Number 07921-09 and Claire Hosati Foley, Trust Officer of said Bank/Trust company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, respectively, 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 Bank/Trust company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Trust Officer than and there acknowledged that he, as custodian of the corporate seal of said Bank/Trust company, did affix the corporate seal of said company to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank/Trust company, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF Cook

SS.

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CHINA...  
STATE OF ILLINOIS

CHINA...  
STATE OF ILLINOIS

*Handwritten signature/initials*

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DEPT-01 RECORDING \$21.40  
1#2222 TRAN 1613 06/20/89 11:09:00  
#3669 # E \*-89-280178  
COOK COUNTY RECORDER

General Description of the Premises: The land located on the Northwest corner at the intersection of North Clark Street and West Delaware Place.

Permanent Tax Number: 17-04-431-013, Vol. 499

LOT 5 AND THE SOUTH 23 FEET OF LOT 6 IN THE SUBDIVISION OF THE SOUTH 1/2 (EXCEPT THE WEST 171.25 FEET) IN BLOCK 11 IN BUSHNETT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 4, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

THE PREMISES

EXHIBIT A  
TO  
COLLATERAL ASSIGNMENT OF LEASES AND RENTS

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