

UNOFFICIAL COPY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 20th day of July, 1989.

(a) Payment of the indebtedness evidenced by that certain note (herein called the "Note") in the principal sum of \$ 1,800,000.00 and any extensions, modifications or renewals thereof, executed by Assignor, for the purpose of securing:

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the Leases, in and to the Proceeds and possession of the Premises, including any and all of the Rents now due, or which may hereafter become due under and by virtue of any lease (including the Existing Leases) whether written or oral, 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 between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to (i) all of the rents, issues, profits and avails and other sums of every kind and nature (including, but not limited to payments or contributions for taxes, operating expenses and the like) payable by tenants (or guarantors) under Leases, as hereinafter defined (all herein generally called "Rents"), of and from the Premises described in Exhibit A attached hereto and made a part hereof (herein called the "Premises"), (ii) all leases (herein generally called "Leases") now or hereafter existing on all or any part of the Premises including, but not limited to, their common law or leasehold interests (herein generally called the "Existing Leases"), more particularly described in Exhibit B attached hereto and made a part hereof, if any, and any and all guarantees of any of the obligations of the tenant under any or all of the Leases, (iii) rights and claims for damages against tenants arising out of defaults under Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) or replacement Section thereof of the Bankruptcy Code of the United States and (iv) the proceeds (herein called "Proceeds") payable upon exercise of any option including an option to terminate or an option to purchase contained in any Lease.

WITNESSETH, That:

(herein called the "Assignee").

330 University Avenue, Toronto, Ontario M5G 1B6 Canada

whose address is:

THE CANADIAN LIFE ASSURANCE COMPANY

(herein called the "Assignor") 1989 JUL 20 AM 11:54

FILED FOR RECORD

4801 West Fullerton, Chicago, Illinois 60639

whose address is:

CAPITOL BANK AND TRUST OF CHICAGO, not personally but solely as Trustee under Trust Account Agreement dated May 18, 1982 and known as Trust Account No. 356

THIS ASSIGNMENT made this first day of July 1989 by

ASSIGNMENT OF RENTS AND LEASES \$18.00

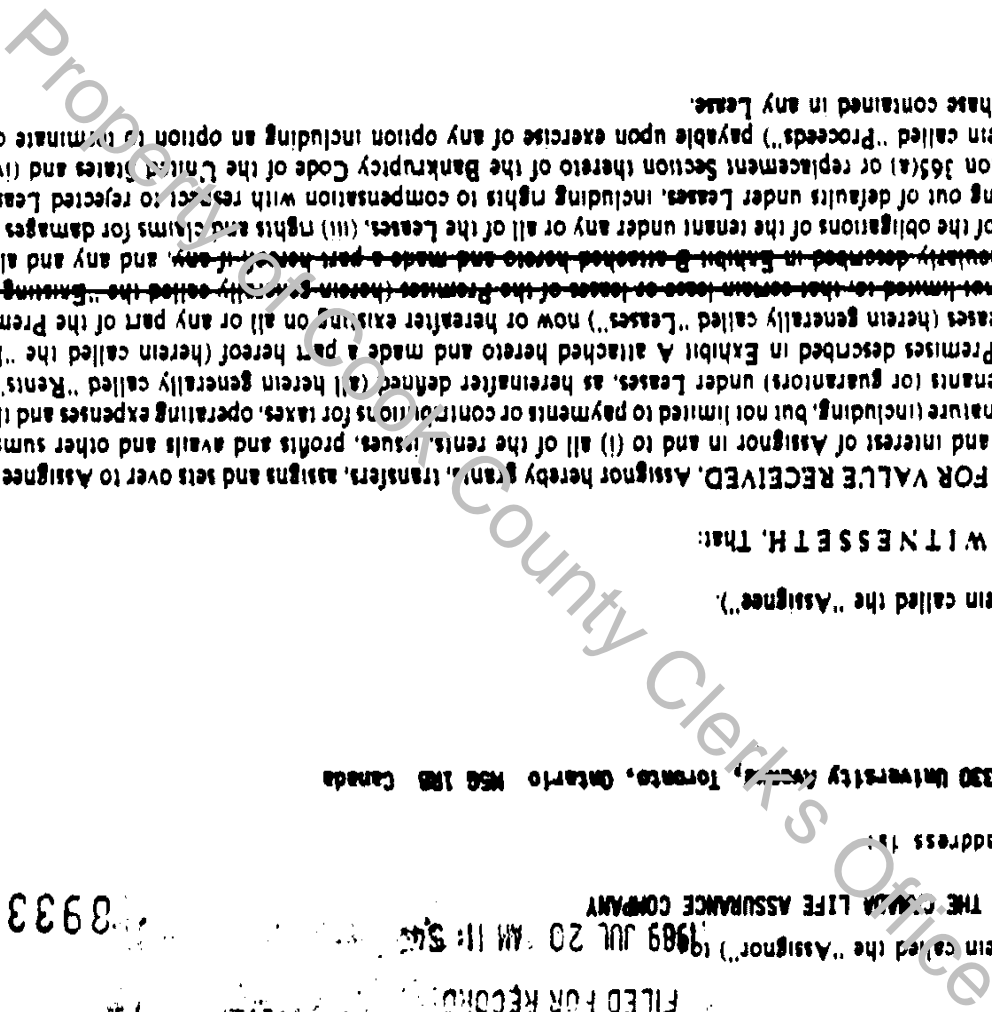
5400 North Sheridan Road
RAS 250300-354
CLAC 152105-3
IFS 200517-8

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10. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in the Note, Mortgage or other Loan Documents contained, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the Rents hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such Rents from the Premises and the Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section 10, all lessees under said Leases and all other persons liable for Rents of and from the

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9. It is understood that the assignment of the Leases and of the Rents of and from the Premises as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Assignee to the lessee under any Lease or to any person liable for any of the Rents of and from the Premises or any part thereof, such lease or person liable for any of such Rents shall be, and is hereby authorized and directed to pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay Rents in connection with the Premises.

8. The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage for which this Assignment of Rents and Leases is given as additional security.

7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee and shall not operate as an estoppel against Assignee in any respect, or be deemed to amend any provision hereof or any other Loan Documents.

6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof with respect to the Premises.

5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authority are hereby granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under any Lease or other agreement with respect to the Premises.

4. This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage, the Note or any other Loan Documents.

3. Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignor to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment of the Premises including, without limitation, specific assignments of any Lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect; and not specifically defined herein as an Existing Lease, as may be necessary or desirable, in the opinion of Assignor, to constitute the same as an Existing Lease hereunder.

2. Assignor represents and agrees that (a) Assignor is lessor under the Existing Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Existing Leases are not in default; (c) Assignor is entitled to receive all of the Rents and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (e) the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interests, powers and/or authorities herein granted and conferred.

(c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Mortgage contained.

(b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Mortgage contained.

and dated July 1, 1989, payable to the order of Assignee, and secured by a Trust Deed and/or Mortgage (herein generally called the "Mortgage") of the same date, to Assignee, as mortgagee, upon the Premises, and filed for record in the proper office of the County and State where the Premises are located on 7-20-89, 1989, as Document No. 89330838, which Mortgage and Note are held by or for the benefit of the Assignee.

Premises shall comply with any demands for Rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same are made in compliance with this Section 10.

11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Mortgage, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or Mortgage contained, and the expiration of any period of grace with respect to any such default as provided for herein or in the Note or Mortgage contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases (including Existing Leases), fix or modify Rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all Rents including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Note or Mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby and by the Mortgage; provided that (a) Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine and (b) the entering upon and taking possession of the Premises, the collection of Rents, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note or Mortgage.

12. Any tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the Existing Leases) are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity of the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee; and (a) the sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment of Rents and Leases and the sole receipt of the Assignee for any sums received shall be a full discharge and release thereof to any such tenant or occupant of the Premises and (b) checks for all or any part of the Rents collected under this Assignment shall be drawn or made payable to the exclusive order of the Assignee.

13. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger; and nothing herein or in the Mortgage contained, and no exercise by Assignee of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof.

14. The Assignor hereby agrees to indemnify, defend and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases; and should the Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including

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2. In the event any lease 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 Assignor 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 Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee; and the Assignor hereby assigns any such payment to Assignee and further

20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns and (a) wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns; (b) wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein, each of whom shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee; and (c) the term "Existing Leases" shall refer to the lease or leases described in Exhibit B if so attached hereto, whether one or more than one, if any.

19. Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall become and be void and of no effect.

18. Assignor will (a) at Mortgagee's request, cause this Assignment to be served upon the lessee under each Lease; (b) at Assignor's sole cost and expense, cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises; (c) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in each Lease; (d) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (e) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Assignor, as lessor, and of the lessees hereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (f) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all lessees of the Premises, or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; and (g) exercise within five (5) days of the demand therefor by Assignee, any right to request from the lessee under any Lease a certificate with respect to the status thereof.

17. Assignor has not, and will not, accept Rent in advance under any Lease (including Existing Leases) excepting only monthly rents for current months which may be paid in advance.

16. Assignor will not (a) modify, change, alter, supplement, amend, surrender or accept surrender of any of the Leases and any attempt at any of the foregoing shall be void; (b) execute any other assignment or pledge of the Rents from the Premises or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (c) execute any Lease except for actual occupancy by the lessee thereunder; (d) permit any Leases to become subordinate to any lien other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; or (e) execute hereafter any Lease unless there shall be included therein a provision providing that lessee acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by landlord under such Lease unless such sums have actually been received in cash by Assignee as security for lessee's performance under such Lease, without Assignee's prior written consent.

15. The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Existing Leases and the Assignee assumes no responsibility or liability for any security so deposited.

14. The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Existing Leases and the Assignee assumes no responsibility or liability for any security so deposited.

89330838

55 East Monroe Street, Suite 4620
Chicago, Illinois 60603
ROSENTHAL AND SCHAUMFIELD
DAVID A. WARTHEL

BHARON K. CROWLEY
ASSISTANT TRUST OFFICER

THIS INSTRUMENT WAS PREPARED BY:

AND RETURN TO:

ASSISTANT TRUST OFFICER

Bharon K. Crowley

JOHN E. HOULIHAN
BR. RICE PRESIDENT & TRUST OFFICER

ATTEST:

By:

John E. Houlihan

CAPITOL BANK AND TRUST OF CHICAGO, not personally
but as Trustee as aforesaid

month and year first above written.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Rents and Leases as of the day,
to the contrary:

This Assignment of Rents and Leases is executed by Assignor solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either express or implied; all such liability, if any, being expressly waived and released by the mortgagee or holder of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Assignor, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Assignor is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary.

Nothing herein contained shall be deemed to imply the consent of Assignee to any Lease containing an option, right of first refusal or similar right to purchase all or any part of the Premises and no Lease shall contain or provide for such right, and no such right shall have any force or effect or be enforceable against the Premises or any part thereof, without the prior written consent of Assignee.

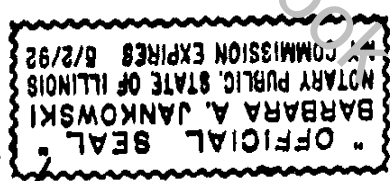
22. Any notice which any party here to may desire or may be required to give to any other party shall be in writing, and the personal delivery thereof or electronics facsimile transmission thereof, or the passage of three days after the mailing thereof by registered or certified mail, return receipt requested, or upon the next business day after timely and proper deposit, charges paid, with any overnight carrier with respect to next day service, to the addresses initially specified in the introductory paragraph hereof, or to such other place or places as any party here to may by notice in writing designate, shall constitute service of notice hereunder.

23. The proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment that the Assignee may elect.

Property of Cook County

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Property of Cook County Clerk's Office



My Commission Expires: 8/2/92

Notary Public [Signature]

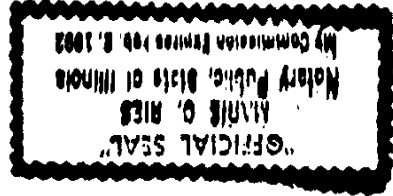
GIVEN under my hand and notarial seal this 18th day of July A.D. 1989... DO HEREBY CERTIFY that [Signature] a Notary Public in and for said County in the State aforesaid...

STATE OF ILLINOIS COUNTY OF COOK

UNOFFICIAL COPY

David A. Mantoufel
Rosenthal and Schanfield
55 East Monroe, Suite 4620
Chicago, Illinois 60603

THIS INSTRUMENT WAS PREPARED BY AND
WHEN RECORDED RETURN TO (NAME AND ADDRESS):



89330838

My Commission Expires: Feb 2, 1982
Notary Public
Marie O. Riles

Given under my hand and notarial seal this 17th day of July, 1989

personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person and (severally) jointly acknowledged that he (she) (they) signed and sealed said instrument as his (her) (their respective) own free and voluntary act for the uses and purposes therein set forth.

fore said, do hereby certify that
I, Marie O. Riles, a Notary Public in and for the County and State

STATE OF _____ COUNTY OF _____
By: [Signature] corporation
By: A. Thomas & Associates, Inc., an Illinois
By: William P. Thomas, General Partner
By: [Signature] limited partnership
SHERIDAN EDGEWATER PROPERTIES, LTD., an Illinois

DATED: July 1, 1989

The undersigned, being the owners in the aggregate of One Hundred Per Cent (100%) of the beneficial interest in, and being all of the beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents and Leases, hereby consent to and join in the foregoing Assignment of Rents and Leases, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Premises described in the foregoing Assignment of Rents and Leases, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignors in said Assignment of Rents and Leases. Nothing herein contained shall be deemed to render the undersigned liable upon any obligation for payments provided in the foregoing Assignment of Rents and Leases.

JOINER

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Property of Cook County Clerk's Office

PIN: 14-03-206-020-0000 - Vol. 477
PIN: 14-03-206-021-0000 - Vol. 477

COMMONLY KNOWN AS: 5400 N. SHERIDAN ROAD
CHICAGO, ILLINOIS

THE SOUTH 42 1/2 FEET OF LOT 10 AND ALL OF LOTS 11 AND 12 IN BLOCK
6 IN JOHN LEWIS COCHRAN'S SUBDIVISION OF THE WEST 1/2 OF THE NORTH
EAST 1/4 OF SECTION 8, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

EXHIBIT "A"