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E111092 (RJM) N901082

ASSIGNMENT OF LEASES AND RENTS

LASALLE NATIONAL TRUST N.E. Successor Trustee To
THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of this 20th day of December, 1990 by LASALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated May 1, 1989 and known as Trust No. 114361 ("Borrower"), with a mailing address at 135 South LaSalle Street, Chicago, Illinois 60603, and ZELLER-LAKE LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), with a mailing address c/o Lake-Franklin Corporation 333 West Wacker Drive, Suite 2050, Chicago, Illinois 60606 (Borrower and Beneficiary are hereinafter together referred to as "Assignor"), to TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, a retirement system established pursuant to the laws of the State of Illinois ("Assignee"), with a mailing address c/o Bennett & Kahnweiler Realty Advisors, Inc., as agent under power-of-attorney, 9700 W. Bryn Mawr Avenue, Rosemont, Illinois 60018.

DEPT-OF RECORDING \$24.50
T#1111 TRAM 4003 12/26/90 15:31:00
#7504 + A *-90-623932
COOK COUNTY RECORDER

W I T N E S S E T H :

WHEREAS, contemporaneously with the execution of this Assignment, Assignee has loaned certain funds to Borrower, and Borrower has executed and delivered to Assignee that certain Secured Promissory Note of even date herewith payable to the order of Assignee in the aggregate principal sum of \$34,800,000.00 (the "Note"); and

WHEREAS, the Note is secured by, inter alia, a First Mortgage and Security Agreement (the "Mortgage") of even date herewith executed and delivered by Borrower, as mortgagor, to Assignee, as mortgagee, encumbering the real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Mortgaged Property"); and

WHEREAS, Assignor may enter into certain commercial leases for portions of the Mortgaged Property (all of which leases, and any subleases thereof, are hereinafter collectively referred to as the "Leases"), all of which Leases, together with the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not by way of limitation, minimum rents, additional rents, percentage rents, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind which Assignor may have against any obligor under any of the Leases or any subtenants or assignees thereof, or any occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter collectively referred to as the "Rents"), are deemed additional security for the payment of the Note and the performance of Borrower's obligations thereunder and under the Mortgage; and

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO: ELLEN KIRSCHENBAUM, ESQ., KATTEN MUCHIN & ZAVIS, 525 WEST MONROE STREET, CHICAGO, ILLINOIS 60606.

MAIL TO →

24.00 Mail

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SECTION:

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WHEREAS, since Beneficiary is the sole beneficiary of Borrower, it is in the direct financial interest and to the benefit of Beneficiary as well as Borrower hereby to induce Assignee to make the loan evidenced by the Note by executing and delivering this Assignment.

NOW, THEREFORE, in order to induce Assignee to make the above-mentioned loan and as additional security for the payment of the principal and interest due under the Note and for the performance and observance of all the agreements contained herein and in the Note and the Mortgage, Assignor does hereby set over, assign and transfer to Assignee, upon the terms and conditions hereinafter contained, all of the Leases and Rents, together with all the right, title and interest of Assignor therein and thereto.

TOGETHER with any and all guaranties of the obligor's performance under any of the Leases, and

TOGETHER with the immediate and continuing right to collect and receive all of the Rents,

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the said Rents,

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated, as additional security for the payment of the principal and interest provided to be paid in the Note and for the performance and observance of all the agreements contained therein and in the Mortgage.

Assignor hereby covenants and agrees as follows:

1. So long as there shall not have occurred an Event of Default under the Note, the Mortgage, or the "Other Agreements" (as defined in the Mortgage), Assignor shall retain the right to collect all of the Rents, and shall hold the same, in trust, to be applied to the payment of all impositions, levies, taxes, assessments and other charges upon the Mortgaged Property, the cost of the maintenance of required insurance policies upon the Mortgaged Property, any maintenance and repairs required by the Mortgage and to the payment of obligations under the Note and the Mortgage, before using any part of the Rents for any other purposes. Assignee shall have the right to approve each tenant and Lease, and shall receive executed copies, together with all exhibits thereto, of all Leases. However, unless and until an Event of Default occurs hereunder, Assignor may enter into "Permitted Leases" (as hereinafter defined), without Assignee's prior approval. Leases which are not Permitted Leases shall be subject to Assignee's prior approval in its reasonable discretion. Assignor shall deliver to Assignee Assignor's written request for approval of any lease which is not a Permitted Lease which request shall be accompanied by said lease and sufficient documentation to allow Assignee to make an informed evaluation, including, without limitation, credit reports of the prospective tenant. Assignee's failure to respond to Assignor's request within five (5) business days from Assignee's actual receipt of Assignor's written request and all required accompanying documents shall constitute Assignee's approval of said lease. For purposes hereof, a lease shall be deemed to be a "Permitted Lease," (a) only if it: (i) is substantially in a form previously approved by Assignee; (ii) does not require the prepayment of rent more than one (1) month in

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advance; (iii) requires a security deposit equal to no more than two (2) months' rent, (iv) does not provide for rental abatement or concessions of any kind or in any manner other than rental abatement for no more than one (1) month per each year of the lease term, provided, however, the total number of months subject to rental abatement under the Lease shall not exceed in the aggregate six (6) months during the term of the Lease; (v) provides no options to purchase; (vi) provides for rental at a rate not less than \$40.00 per square foot of leased space; (vii) provides for percentage rental, if any, based on the annual gross revenues of the tenant; (viii) provides for Consumer Price Index (for All-Items and Major Group Figures for all Urban Consumers, Chicago, Illinois average) increases in the rental payments due under the Lease no less frequently than every thirty (30) months during the term of the Lease; (ix) provides for equal monthly rental payments throughout the lease term subject to Consumer Price Index increases in the rental payments due under the Lease; (x) is for a lease term not less than five (5) years and not exceeding ten (10) years; (xi) provides no options to renew the term of the Lease except at existing market rates; and (xii) contains mortgagee subordination and attornment language reasonably acceptable to Assignee; and (b) only if the tenant's "Tangible Net Worth" (as hereinafter defined) is sufficient to pay at least twenty percent (20%) of all of the rental payments payable under the Lease. Assignee shall have the unqualified right to verify that any Permitted Lease conforms to the requirements of this Paragraph. As used herein, the term "Tangible Net Worth" shall mean the total of all assets which, under generally accepted accounting principles, would appear as assets on the balance sheet of the tenant, less (I) the book value of all assets which would be treated as intangibles under generally accepted accounting principles, (II) all reserves; and (III) the total of all liabilities of the tenant which, under generally accepted accounting principles would appear on the balance sheet of the tenant.

2. At all times, any of Assignee's agents shall have the right to verify the validity, amount of or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Assignor, Assignee, a nominee of Assignee, or any or all of said names.

3. Unless Assignee notifies Assignor thereof in writing that it dispenses with any one or more of the following requirements, Assignor shall: (i) promptly, upon Assignor's receipt or learning thereof, inform Assignee, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors under any of the Leases; (ii) not permit or agree to any material extension, compromise or settlement or make any material change or modification of any kind or nature of or with respect to any of the Leases or the terms thereof; and (iii) promptly, upon Assignor's receipt or learning thereof, furnish to and inform Assignee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

4. Within fifteen (15) days after demand therefor by Assignee, Assignor shall deliver to Assignee, in form and substance reasonably acceptable to Assignee, a detailed certified rent roll of all the Leases and such other matters and information relating thereto as Assignee may request.

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5. Upon the occurrence of an Event of Default under the Note, the Mortgage or any of the Other Agreements, Assignee at its sole election and in its sole discretion, may do or require any one or more of the following:

(i) Promptly upon demand by Assignee, Assignor shall deliver to Assignee the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Assignee - which endorsement and/or assignment shall be in form and substance acceptable to Assignee.

(ii) Assignee, then or at any time or times thereafter, at its sole election, without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Assignee, and Assignee (in its name, in the name of Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Assignee, and Assignee shall give notice of said election to Assignor; provided, however, any failure of Assignee to give said notice shall not affect Assignee's rights hereunder or otherwise subject Assignee to any liability to Assignor.

(iii) Assignor, promptly upon demand by Assignee, shall direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Assignee.

(iv) Assignee shall have the right at any time or times thereafter, at its sole election, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise; to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; to make, modify, enforce, cancel or accept surrender of any of the Leases; to remove and evict any lessee or any subtenant or assignee of any lessee, to increase or reduce the Rents; to decorate, clean and make repairs; and to otherwise do any act or incur any costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the Rents so collected to the operation and management of the Mortgaged Property, but in such order as Assignee may deem proper, and including payment of reasonable management, brokerage and attorneys' fees, in the name of Assignor, Assignee, a nominee of Assignee, or in any or all of the said names, and Assignee shall give notice of said election to Assignor; provided, however, any failure of Assignee to give said notice shall not affect Assignee's rights hereunder or otherwise subject Assignee to any liability to Assignor.

(v) Assignee shall have the right at any time or times thereafter, at its sole election, to declare all sums secured hereby immediately due and payable and, at its option, exercise any and/or all of the rights and remedies contained in the Note and/or the Mortgage.

(vi) Assignor hereby irrevocably designates, makes, constitutes and appoints Assignee (and all persons designated by Assignee) as Assignor's true and lawful attorney and agent-in-fact, with power, and at such time or times thereafter as Assignee, at its sole election, may determine,

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in the name of Assignor, Assignee or in both names: (a) to demand payment of the Rents and performance of the Leases; (b) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (c) to exercise all of Assignor's rights, interests and remedies in and under the Leases and to collect the Rents; (d) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (f) to take control, in any manner, of the Leases and Rents; (g) to prepare, file and sign Assignor's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (h) to endorse the name of Assignor upon any payment or proceeds of the Rents and to deposit the same to the account of Assignee; and (i) to do all acts and things necessary, in Assignee's sole discretion, to carry out any or all of the foregoing, and Assignee shall give notice of said election to Assignor; provided, however, any failure of Assignee to give said notice shall not affect Assignee's rights hereunder or otherwise subject Assignee to any liability to Assignor.

(vii) All of the foregoing payments and proceeds received by Assignee shall be utilized by Assignee, at its sole election and in its sole discretion, for any one or more of the following purposes: (a) to be held by Assignee as additional collateral for the payment of Assignor's obligations and liabilities under the Note and/or the Mortgage, (b) to be applied to any of Assignor's obligations and liabilities under the Note and/or the Mortgage, in such manner and fashion and to such portions thereof as Assignee, at its sole election, shall determine; (c) to be applied to such obligations of Assignor or the Mortgaged Property or the operation or business thereof as Assignee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (d) to be remitted to Assignor.

(viii) Assignee may also exercise any other rights and remedies then available under any applicable laws.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR HEREBY COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

1) That Assignor is the owner in fee simple absolute of the Mortgaged Property and will have good title, when the Leases shall be entered into, to the Leases and Rents hereby assigned, and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein; that Assignor will duly and punctually perform all and singular the terms, covenants, conditions and warranties of the existing Leases on Assignor's part to be kept, observed and performed; that except for the previous assignment of Assignor's interest in the Leases and Rents to Bank of Montreal ("Montreal") as collateral security for the repayment of a certain construction loan in the principal amount of \$34,000,000.00, which assignment shall be released by Montreal as of or before the effective date of this Assignment, Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or Rents, whether now due or hereafter to become due; that any of the Rents due and issuing for any period, subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or

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compromised; that Assignor has not received any funds or deposits from any obligor under the Leases in excess of one month's rent for which credit has not already been made on account of accrued rents; and that the obligor under any existing Lease is not in default of any of the terms thereof.

2) That Assignor shall observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Note, the Mortgage and the Leases on the part of Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge same; to enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in each of the Leases by any obligor thereof to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and/or any obligor thereunder, and, after the occurrence of an Event of Default, will do so in the name and behalf of Assignee but at the expense of Assignor, and to pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum in any action or proceeding in which Assignee may appear.

3) That Assignor shall not receive or collect any of the Rents for a period of more than one month in advance (whether in cash or by promissory Note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents; shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any material obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein; shall not cancel, terminate or consent to any surrender of any of the Leases, nor materially modify or in any way materially alter the terms thereof without, in each such instance enumerated in this paragraph, the prior written consent of Assignee, which consent shall not be unreasonably withheld.

4) That in the event any representation or warranty herein of Assignor shall be found to be untrue, or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein which shall not be cured within any applicable cure period therefor, then, in each such instance, the same shall constitute and be deemed to be a default under the Note and the Mortgage, hereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable, and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

5) That the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Mortgaged Property by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Mortgaged Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any obligor thereunder and not

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assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property; and that the collection of said Rents and application as aforesaid and/or the entry upon and taking possession of the Mortgaged Property shall not cure or waive, modify or affect any notice of default under the Note or the Mortgage so as to invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured for the time the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default, whether of the same or a different nature.

6) That Assignor hereby agrees to indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense which Assignee may or might incur by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any of the Leases more than one month in advance of the due date thereof. Notwithstanding anything to the contrary in the foregoing, the indemnifications set forth herein shall not be applicable to any liability, loss, damage or expense arising out of the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) shall be payable by Assignor immediately without demand, shall bear interest (at the rate specified in the Note upon monies due after a default thereunder) from the date of Assignee's payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

7) That until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to Assignee executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment.

8) That the failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver by Assignee of any of its rights and remedies hereunder, under the Note, the Mortgage, the Other Agreements or under applicable law. The right of Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder or under the Note, the Mortgage or the Other Agreements.

9) That upon payment in full of all of the indebtedness secured by the Mortgage or hereunder, this Assignment shall become and be void and of no further effect, but the affidavit,

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certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute prima facia evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon.

10) Every provision for notice, demand or request required in this Assignment, the Note or the Mortgage or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth below or to such other address as either party hereto shall direct by like written notice and shall be deemed to have been made on the third (3rd) day following posting as aforesaid. For the purposes herein, notices shall be sent to Assignor and Assignee as follows:

To Assignor:

Zeller-Lake Limited Partnership
c/o Lake-Franklin Corporation
333 West Wacker Drive
Suite 2050
Chicago, Illinois 60606
Attention: Paul M. Zeller

with a copy to:

Keck Mahin & Cate
233 South Wacker Drive
83rd Floor
Chicago, Illinois 60606
Attention: Howard J. Siegel

To Assignee:

Teachers' Retirement System of
the State of Illinois
c/o Bennett & Kahnweiler Realty
Advisors, Inc.
9700 W. Bryn Mawr
Rosemont, Illinois 60018
Attention: James S. Smith

with a copy to:

Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606-3693
Attention: Arthur B. Muir

11) That the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, subtenants and assigns of same, and all occupants and subsequent owners of the Mortgaged Property, and

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all subsequent holders of the Note and the Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

12) The rights and remedies of Assignee under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Assignee under the Mortgage. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Mortgage, the provisions contained in the Mortgage shall govern and control.

13) This Assignment is executed by ^{LaSALLE NATIONAL TRUST, N.A. Successor Trustee to} LaSalle National Bank, not personally but as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee (and said trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the part of said trustee personally to pay the indebtedness evidenced by the Note or any interest that may accrue thereon, or to perform any covenant either express or implied therein or herein contained, all such personal liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right hereunder, and that so far as said trustee is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder or hereunder shall look to the Mortgaged Property or any other collateral securing the Note for the payment thereof, by the enforcement against said Mortgaged Property or other collateral provided in this Assignment, the Note, the Mortgage, and any of the Other Agreements.

14) Notwithstanding anything to the contrary which may be contained herein, Borrower, Beneficiary and its general partners shall not be personally liable by reason of any default in the payment of the Note or the performance of Assignor's obligations hereunder or under the Other Agreements and Assignee agrees to look solely to the Mortgaged Property and to any other collateral heretofore, now or hereafter pledged by Borrower and/or Beneficiary or any other party for the payment of the indebtedness evidenced by the Note; provided, however, that nothing contained in this paragraph shall (i) limit or be construed to limit or impair the enforcement of Assignee's rights and remedies pursuant to any guaranty securing repayment of the Loan or the enforcement of Assignee's rights against the Mortgaged Property and/or any other security so mortgaged, deeded and/or pledged or any of the rights and remedies of Assignee under the Note, the Mortgage or the Other Agreements, or (ii) release Borrower (subject to Paragraph 13 hereinabove), Beneficiary or any of its general partners from any personal liability arising from (1) failure of Borrower to pay "Basic Interest" at the "Pay Rate" (as those terms are defined in the Note), during the first (1st) two (2) "Loan Years" (as defined in the Note), (2) fraud, (3) breach of trust from misapplication of trust funds (such as security deposits and interest thereon, insurance proceeds or condemnation awards) which may come into the possession of Borrower, Beneficiary or any of its general partners, (4) failure, after the occurrence of an Event of Default, to apply income generated from the Mortgaged Property in payment of the indebtedness evidenced by the Note or toward expenses associated with the Mortgaged Property in the ordinary course of business, (5) any breach of any covenant or warranty set forth in Paragraph 3.11 of the Mortgage, (6) the

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enforcement of the indemnification set forth in the Hazardous Substance Indemnification Agreement to be executed by and among Borrower, Beneficiary and its general partners, as Indemnitors, and Assignee, (7) acts of waste committed by Borrower, Beneficiary or any of its general partners, and (8) costs and attorneys' fees incurred by Assignee in enforcing its rights and/or remedies by virtue of this Paragraph 14. (Subparagraphs (1)-(8) of this Paragraph 14 shall hereinafter be collectively referred to as the "Nonrecourse Exculpatory Exception Provisions.") Borrower, Beneficiary and its general partners are, and shall be jointly, severally, irrevocably, unconditionally and personally liable for all liabilities, damages and other matters included within the scope of the Nonrecourse Exculpatory Exception Provisions.

IN WITNESS WHEREOF, this Assignment has been duly executed the day and year first above written.

BORROWER:

LaSALLE NATIONAL TRUST, N.A. Successor Trustee to LaSalle National Bank, not personally, but as Trustee as aforesaid

Attest:

James C. Ellis
Assistant Secretary

By: *James M. Lang*

Its: VICE PRESIDENT

BENEFICIARY:

ZELLER-LAKE LIMITED PARTNERSHIP, an Illinois limited partnership

By: LAKE-FRANKLIN CORPORATION, an Illinois corporation

By: *James M. Zeller*

Its: President

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STATE OF ILLINOIS)

COUNTY OF COOK)

SS:

I, BEVERLY A. HARVEY, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Paul M. Zeller, personally known to me to be President of Lake-Franklin Corporation, an Illinois corporation, the general partner of Zeller-Lake Limited Partnership, an Illinois limited partnership and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that as such President, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority and as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 1990.

Beverly A. Harvey
Notary Public

My Commission Expires:

[SEAL]

"OFFICIAL SEAL"
BEVERLY A. HARVEY
Notary Public, State of Illinois
My Commission Expires Aug. 16, 1992

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STATE OF ILLINOIS)
) SS LaSALLE NATIONAL TRUST N A Successor Trustee to
COUNTY OF COOK)

I, BEVERLY A. HARVEY, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH W. LANG, VICE PRESIDENT of LaSalle National Bank, as Trustee, and Bonmary Collins, VICE PRESIDENT of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that Sh... as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as her own free and voluntary act and the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 21st day of December, 1990.

Beverly A. Harvey
Notary Public

My Commission Expires:

(SEAL)



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EXHIBIT A TO ASSIGNMENT OF LEASES AND RENTS
DATED DECEMBER 20, 1990, AMONG LASALLE NATIONAL BANK,
NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT
DATED MAY 1, 1989, AND KNOWN AS TRUST NO. 114361,
AND ZELLER-LAKE LIMITED PARTNERSHIP, COLLECTIVELY AS ASSIGNOR, AND
TEACHERS' RETIREMENT SYSTEM OF THE STATE OF ILLINOIS, AS ASSIGNEE

LEGAL DESCRIPTION

LOTS 1, 2 AND THE EAST 1/4 OF LOT 3 IN BLOCK 31 IN THE ORIGINAL
TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMON ADDRESS OF PROPERTY: FRANKLIN & LAKE ST.
Chicago, ILL.

PROPERTY TAX IDENTIFICATION NUMBERS:

17-09-428-002
17-09-428-003
17-09-428-004
17-09-428-005
17-09-428-006
17-09-428-007
17-09-428-008
17-09-428-009
17-09-428-010

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