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RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Hopkins & Sutter
Three First National Plaza
Chicago, Illinois 60602
Attention: Steven J. Holler

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 15 day of August, 1991, from AUSTIN MUTUAL LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignor"), to THE FIRST NATIONAL BANK OF CHICAGO, a national banking association organized and existing under the laws of the United States of America, and its successors and assigns ("Assignee").

RECITALS

A. Assignor and Assignee have entered into a loan agreement of even date herewith ("Loan Agreement"), pursuant to which Assignee agreed to make a loan to Assignor in the principal amount of Seven Hundred Twenty Seven Thousand Two Hundred Sixty and No/100 United States Dollars (U.S. \$727,260.00) ("Loan"), subject to the terms and conditions and for the purposes set forth in the Loan Agreement.

B. As evidence of the Loan, Assignor has executed and delivered to Assignee a promissory note of even date herewith ("Note"), payable to the order of Assignee in the principal amount of Seven Hundred Twenty Seven Thousand Two Hundred Sixty and No/100 United States Dollars (U.S. \$727,260.00), payment of which is secured by a Mortgage of even date herewith ("Mortgage") from Assignor covering certain real property and all of Assignor's right, title and interest in the improvements now existing or to be constructed thereon, legally described in Exhibit A hereto ("Premises"), as well as other security described in the Loan Agreement.

C. The execution and delivery of this Assignment is a condition to the performance by Assignee of its obligations under the Loan Agreement.

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, in order to secure the Loan and for other good and valuable consideration, the receipt and

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sufficiency of which are hereby acknowledged. Assignor agrees as follows:

1. Assignor hereby sells, assigns and transfers unto Assignee any and all leases or subleases, whether written or verbal, and any and all lettings, and any and all agreements for the use or occupancy, of the Premises, or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted (collectively, "Leases"), together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any Lease, it being the intention hereby to establish an absolute transfer and assignment of all Leases and all the rents, issues, profits and avails thereunder, to Assignee. Assignor hereby irrevocably appoints Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises as provided in **Section 3** hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Assignee shall determine, in its sole discretion, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, which is now due or may hereafter become due under each and every of the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession pursuant to the provisions of **Section 3** below.

2. Assignor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one month in advance and that the payment of none of the rents to accrue for any portion of the said Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor. Assignor represents that it has not heretofore and agrees that it will not hereafter assign any of the rents or profits of the Premises, except for that certain Assignment of Rents and Leases made by Assignor to the **City of Chicago ("City")** as security for the loan from the City to Assignor in the amount of \$759,066.00 which Assignment of Rents and Leases shall expressly provide that it is subject and subordinate to this Assignment in all respects, and that assignment of rents and leases made by Assignor to the **Illinois Housing Development Authority ("IHDA")** in the Third Mortgage, as security for the loan from IHDA to Assignor in the amount of \$336,811.00, which Third Mortgage shall expressly provide that it is subject and subordinate to this Assignment in all respects. Assignor further agrees to perform (or cause to be performed) all covenants, agreements and obligations of landlord or lessor under each of the Leases to the extent not waived in writing by

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the other party thereto so as to avoid a default by landlord thereunder. Assignor further agrees that if Assignor, as landlord or lessor, defaults under any Lease, Assignee shall have the right (but not the obligation) to cure such default within the cure period afforded to Assignor under the terms of such Lease or under applicable law, regardless of whether any notice or cure period granted to Assignor under the Loan Documents has then expired. To the extent Assignee has made any advances or payments or incurred any expenses, fees or costs to cure such default, all such amounts shall be repaid to Assignee by Assignor immediately upon demand, with interest on all such amounts at the interest rate as set forth in the Note. Assignor further agrees that it shall not, enter into or agree to any material amendment or modification of any Lease, or cancel, terminate or surrender any Lease, or enter into any agreement which grants any concession with respect to any Lease or which materially compromises, discounts or otherwise reduces the rent called for under any Lease, except for good cause. This assignment and grant shall continue in effect until Assignor's obligations under the Loan Agreement are fully performed and satisfied, and the Loan, together with all other indebtedness secured hereby, is repaid in full.

3. In the event of a default by Assignor under this Assignment, the Note, the Loan Agreement or any other documents or instruments evidencing or securing the Loan or the obligations of Assignor under the Loan Agreement (collectively, "Loan Documents"), which remains uncured after the expiration of any applicable notice, cure or grace period, (the foregoing being hereinafter called a "Default"), Assignor shall, forthwith, upon demand by Assignee, surrender to Assignee, and Assignee shall be entitled to take actual possession of, the Premises or any part thereof personally or by its agent or attorneys. In such event, Assignee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts of Assignor or the then owner or party in possession of the Premises relating thereto and may exclude the then owner or party in possession of the Premises relating thereto and may exclude Assignor's or said owner's or party's respective agents or servants wholly therefrom and may, as attorney-in-fact, as agent for Assignor or in its own name as Assignee, 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, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the avails, rents, issues, and profits

of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to this Assignment; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity of the Loan pursuant to the Loan Agreement or as described hereinabove, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to this Assignment; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to Assignee may deem judicious; (e) to insure and reinsure the same and all risks incidental to Assignee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits. Assignor hereby granting Assignee full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor.

Assignor shall be deemed to have constituted and appointed Assignee its true and lawful attorney-in-fact with full power of substitution either in the name of Assignee or in the name of Assignor, to exercise any of the powers granted to Assignee pursuant to this **Section 3**. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage, including, without limitation, reasonable attorneys' fees and expenses (excluding expenses attributable to in-house attorneys, employees salaries and other normal overhead expenses of Assignee) related thereto, which Assignee may or might incur by reason of its performance of any action authorized under this **Section 3** and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements of Assignor (except for any such liability resulting from Assignee's gross negligence or wilful misconduct). Nothing herein contained shall be construed as constituting Assignee in possession in the absence of the taking of actual possession of the Premises by Assignee pursuant to this **Section 3**. In the exercise of the powers

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herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor, its successors and assigns.

4. Assignee, in the exercise of the rights and powers hereinabove conferred upon it by Sections 1 and 3 hereof, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

(a) to the payment of the operating expenses of the Premises, including, but not limited to, the cost of the management and leasing thereof (which shall include compensation to Assignee and its agent or agents, if management be delegated to an agent or agents, and shall include lease commissions and other compensation and expenses actually incurred of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable; and

(d) to the repayment of principal and interest on the Loan and to the payment of all other sums which Assignor is obligated to pay under the Loan Agreement and the other Loan Documents.

5. Although it is the intention of the parties that the assignment contained herein shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers conferred upon it hereby until a Default shall occur or arise. Any avails, rents, issues and profits collected and received by Assignor after the occurrence of a Default shall be deemed collected and received by Assignor in trust for Assignee and Assignor shall account to Assignee for the full amount of such collections and receipts.

6. Assignor further agrees to assign and transfer to Assignee all future Leases upon all or any part of the Premises and to execute and deliver, at the request of Assignee, all

such further assurances and assignments in the Premises necessary to perfect such security interests as Assignee shall from time to time reasonably require. Assignor shall pay Assignee the reasonable expenses incurred by Assignee in connection with the preparation, execution and recording of any such assignment or agreement.

7. This Assignment is given as collateral security for the indebtedness and obligations described herein and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor or any other person under any of the Loan Documents, nor shall this Assignment impose any obligation on Assignee to perform any provision of any Lease or any responsibility for the nonperformance thereof by Assignor or any other person. This Assignment is given as a primary assignment of the rights described herein and such assignment shall not be deemed secondary to any other collateral securing the performance of Assignor's obligations under the Loan Agreement or any of the other Loan Documents. Assignee shall have the right to exercise any rights under this Assignment before, together with or after exercising any other rights under any of the Loan Documents.

8. Each and all of the covenants and obligations of this Assignment shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns, subject at all times nevertheless to all agreements and restrictions contained in the Loan Documents.

9. All notices, demands, deliveries and other communications required under this Assignment or desired by the parties hereto shall be given in the manner provided, and to the addresses specified, in the Loan Agreement.

10. This Assignment shall be construed, interpreted and governed by the internal laws of the State of Illinois.

11. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under the applicable law, but if any provision of this Assignment shall be prohibited by, invalid, or unenforceable under such law, such provision shall be ineffective to the extent of such prohibition, invalidity, or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Assignment.

12. This Assignment cannot be waived, modified or amended unless such waiver, modification or amendment is in writing and signed by each of the Assignor and Assignee.

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13. The Loan is a nonrecourse obligation of Borrower. Neither Borrower nor any of its general and limited partners shall have any personal liability for repayment of the Loan, except in the event of fraud or gross misrepresentation of material fact. The sole recourse of Lender under the Loan Documents (excluding Lender's rights of recourse under that certain Environmental Indemnity of even date herewith between the Lender, the Borrower, and TNI Development Corporation) for repayment of the Loan shall be the exercise of its rights against the Buildings and related security thereunder.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed by duly authorized officers as of the day and year first above written.

ASSIGNOR:

AUSTIN MUTUAL LIMITED PARTNERSHIP

By: TNI Development Corporation, an Illinois corporation, its managing general partner

Attest: _____
Its: _____

By: Sandra K. Greene
Its: Vice President

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EXHIBIT A

- PARCEL 1: LOT 1 IN JOHN J. LYON'S SUBDIVISION OF LOT 122 (EXCEPT NORTH 33 FEET) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
- PARCEL 2: THE WEST 50 FEET OF THE EAST 445 FEET (EXCEPT THE NORTH 8 FEET THEREOF DEDICATED FOR A PUBLIC ALLEY) OF LOT 38 (EXCEPT PART TAKEN FOR STREET) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTH PART OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
- PARCEL 3: LOT 25 AND LOT 26 (EXCEPT THE WEST 11 FEET THEREOF) IN BRITIGAN'S HARRISON STREET AND CENTRAL AVENUE SUBDIVISION OF LOTS 141, 142, 143, AND 144 (EXCEPT STREET) IN SCHOOL TRUSTEE'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS
- P.I.N. 16-16-110-001
Nos.: 16-16-207-021
16-16-120-023
- Street Address: 5447-53 West Quincy Street
Chicago, Illinois
- 5040-44 West Quincy Street
Chicago, Illinois
- 5501-03 West Congress Parkway
Chicago, Illinois

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COOK COUNTY RECORDER

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CAROL MOSELEY BRAUN
REGISTRAR OF TITLES
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DELIVER TO
GURTOWSKI

Title Services
Box 430
Wheaton, IL 60189

