

93281622  
Mortgage Commission  
4.11.93

COCK COUNTY ILLINOIS  
FILED FOR RECORD

93281622

This instrument was prepared by  
(and after recording mail to):  
William S. McDowell, Jr.  
Baker & McKenzie  
130 East Randolph Drive  
Chicago, Illinois 60601

APR 16 AM 10:51

\$ 51.00

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") dated as of March 31, 1993, made and executed by LaSalle National Trust, N.A., as Trustee under Trust Agreement dated January 15, 1992 and known as Trust No. 116878 (hereinafter referred to as "Trustee") and Foster/Pulaski Limited Partnership, an Illinois limited partnership ("Beneficiary") (Trustee and Beneficiary are hereinafter collectively referred to as "Borrower") in favor of Commonwealth of Pennsylvania State Employees' Retirement Board, an independent administrative board of the Commonwealth of Pennsylvania, transacting business as the Commonwealth of Pennsylvania State Employees' Retirement System ("Assignee");

WITNESSETH:

WHEREAS:

A. By reason of that certain loan (the "Loan") made by Mortgagee pursuant to that certain Mortgage Application dated February 26, 1992 from Borrower to Mortgagee and accepted by Mortgagee on March 23, 1992, and as amended by letter dated December 28, 1992 (collectively, the "Loan Commitment"), Borrower is justly indebted to Mortgagee in the principal sum of Nine Million and No/100 Dollars (\$9,000,000.00) as evidenced by a Mortgage Note dated even date herewith executed by Borrower, and made payable to the order of and delivered to Mortgagee in the principal amount of Nine Million and No/100 Dollars (\$9,000,000.00) (the "Note"), whereby Borrower promises to pay the said principal sum, or so much thereof as shall from time to time be disbursed to or for the benefit of Borrower pursuant to the Loan Commitment, together with interest thereon, from the date and at the rate set forth therein, in installments as set forth therein at the office of Mortgagee, or at such other place as may be designated in writing by the legal holder thereof until May 1, 2000 (the "Maturity Date") at which time the principal sum secured hereby and all accrued interest thereon shall immediately become due and payable; and

B. To secure the payment of the Note, Borrower has executed a mortgage and security agreement (the "Mortgage") of even date herewith conveying to Assignee the real estate legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Premises");

NOW, THEREFORE, in order to secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all

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12/23/93

PROPERTY OF COCK COUNTY ILLINOIS

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covenants and conditions contained in this Assignment, Mortgage, the Note, the Loan Commitment, any and all other mortgages, security agreements, assignment of leases and rents, guarantees, indemnity agreements, letters of credit and any other documents and instruments now or hereafter executed by Borrower, or any party related thereto or affiliated therewith to evidence, secure or guarantee the payment of all or any portion of the indebtedness under the Note and any and all renewals, extensions, amendments and replacements of this Mortgage, the Note, the Loan Commitment and any such other documents and instruments (the Note, the Loan Commitment, this Mortgage, such other mortgages, security agreements, assignments of leases and rents, guarantees, indemnity agreements, letters of credit, and any other documents and instruments now or hereafter executed and delivered in connection with the Loan, and any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument, and all indebtedness and liabilities secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities"), Borrower hereby assigns to Assignee, all of the right, title and interest of Borrower in:

(A) All of the rents which are due or may hereafter become due pursuant to any of the Leases (as defined in paragraph B below) and any other payments in addition to rent made by or due from any and all lessees, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments together with any and all rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Premises are herein collectively referred to as the "Rents");

(B) All oral and written leases with, or other agreements for use or occupancy made by, any person or entity, and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Premises, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases"), including, without limitation (i) each of the Leases described in Exhibit B, attached hereto and made a part hereof, and any other Leases as may be described in any supplement thereto recorded hereafter (collectively, the "Scheduled Leases"), (ii) all guarantees of any lessee obligations under any of the Leases (collectively, "Lease Guarantees"), and (iii) all rights, powers, privileges, options and other benefits (collectively, "Rights") of Borrower under the Leases, including, without limitation: (a) the immediate and continuing right to receive and collect all Rents, (b) the right to make all waivers and agreements, including any waivers pertaining to the obligations of lessees, (c) the right to give all notices, permissions, consents and releases, including consents to any instrument which subordinates or makes paramount the interest of a lessee to the Mortgage, (d) the right to take such action upon the happening of a default under any of the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law, (e) the right to do any and all other things whatsoever which Borrower is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter Leases, (f) the right to exercise any option required or permitted under any of the Leases, and (g) the right to exercise any of the powers, privileges and other benefits of Borrower under any and all Lease Guarantees (the Rents, Leases, and Rights being sometimes collectively referred to as the "Collateral"), and in

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connection therewith Borrower does hereby authorize Assignee to (i) 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 or security of the avails, Rents, issues and profits of the Premises including actions for recovery of Rent, actions in forcible detainer and actions in distress for 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, without notice to Borrower, (ii) cancel or terminate any of the Leases or any sublease for any cause or on any ground which would entitle Borrower to cancel the same, (iii) to the extent permitted by law, elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinated to the lien thereof, (iv) extend or modify any of the then existing Leases and 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 date of the indebtedness hereunder and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Premises are subject to the lien hereof and to be also binding upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation, and management thereof, (vii) receive all avails, Rents, issues and profits, and (viii) do any and all other things with respect to the Premises and the Collateral which an absolute owner or landlord has the right to do, all on and subject to the following described terms and conditions:

1. Present Assignment. This Assignment constitutes a present assignment of the Rents, Leases and other Collateral. Notwithstanding such present assignment, Borrower may collect the Rents and manage the Premises in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default (defined in paragraph 8 hereof) has not occurred, and except as hereinafter specified. If Borrower shall receive on account of any claim, demand, action, suit or proceeding, including, without limitation, any claim, contested matter or adversary proceeding under the Bankruptcy Code, any sums relating to the breach or rejection of any of the Leases by any tenant thereunder, or trustee of any such tenant, under the Bankruptcy Code, including, without limitation, all damages arising out of such breach or rejection, all rights to charges payable by such tenant or trustee in respect of the premises demised under such Leases following the entry of an order for relief under the Bankruptcy Code in respect of such tenant and all rentals and other charges outstanding under the Lease as of the date of entry of such order for relief, the Borrower shall promptly deposit such sums in a segregated account (the "Account") with a financial institution satisfactory to Assignee ("Depository"). Borrower shall not withdraw any sums from or further encumber the Account without the Assignee's prior written consent, provided, however, that if no Event of Default has occurred, the Account shall be released to the Borrower free of the lien and security interest granted hereby on the date on which Borrower shall have entered into a new Lease of the premises theretofore subject to such Lease with a tenant and on terms and conditions satisfactory

93281622

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to Assignee. If an Event of Default occurs, the right of Borrower to collect the Rents and to manage the Premises shall thereupon automatically terminate and such right together with the other rights, powers and authorizations contained herein shall belong exclusively to Assignee.

2. Power Coupled with Interest. This Assignment confers upon Assignee a power coupled with an interest and cannot be revoked by Borrower.

3. Borrower Warranties. Trustee covenants and represents, and Beneficiary represents, covenants and warrants as follows: (i) Borrower is the sole owner of the lessor's entire interest in the Scheduled Leases and has full right to assign the Collateral, (ii) there has been no previous assignment and, without Assignee's prior written consent, Borrower will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other Collateral (other than pursuant to the other Loan Instruments), (iii) the Scheduled Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever except as disclosed to Assignee, (iv) to the best of Borrower's knowledge, none of the lessees is in default under any of the Leases or has any defenses, set-offs or counterclaims against the lessor under any of the Leases, or been granted any concessions by the lessor except as set forth in the Leases, and (v) no Rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the time when such Rent becomes or would become due under the terms of the Leases.

4. Modifications and New Leases. Borrower covenants that it will not (i) modify, change, alter, supplement or amend any of the Leases (any such modification, change, alteration, supplement or amendment, regardless of its form, being hereinafter referred to as a "Modification") nor execute any new Lease without giving Assignee prior written notice of any such proposed Modification or new Lease and without Assignee's prior written consent thereto, except as otherwise hereinafter specified, (ii) surrender or accept surrender of any of the Leases without Assignee's consent or, except in the ordinary course of business following a default by a tenant and provided Borrower notifies Assignee in advance in detail of the nature of the default and delivers to Assignee copies of all documents executed with respect to termination, terminate any Lease, (iii) consent to any assignment or subletting of the lessee's interest under any of the Leases without Assignee's consent except with respect to subleases or assignments under any Leases in effect on the date hereof which permit subleasing or assignment without the landlord's consent, in which event Borrower shall notify Assignee of any such sublease or assignment, (iv) accept Rents more than thirty (30) days in advance of the due date thereof under any of the Leases, (v) assert any claim or take any action against any lessee under any of the Leases, or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee from any obligation or liability or which would affect, impair or discharge any right of Assignee. Borrower may enter into new Leases without Assignee's prior approval so long as (i) the form and substance of such Leases has been approved by Assignee, and (ii) such Leases meet or exceed the annual leasing guidelines determined by Assignee. Assignee shall review and render a response regarding any new Leases not conforming to the requirements specified in the preceding sentence within fourteen (14) days after receipt by Assignee of: (a) a complete copy of the actual Lease for which approval is requested; and (b) a written request by Borrower for such approval. The annual leasing guidelines for the Premises shall be determined by agreement of the parties on or before December 31 of each year and shall

93281622

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include rental rates, standard tenant improvement allowances, length of terms, treatment of expense items and standard lease concessions such as free rent, moving expenses, excess tenant improvement allowances and assumption of leases. Copies of all Leases will be delivered to Assignee within ten (10) days of execution. In the event any Modification or new Lease modifies or amends any of the terms and conditions of the Lease form approved by Assignee pursuant to the terms and conditions of the Mortgage in any material respect, Borrower shall obtain Assignee's written consent prior to execution of any such Modification or new Lease. Assignee's consent shall be in accordance with the requirements and time limits described above in this Paragraph 4.

5. Lease Obligations. Borrower, without cost, liability or expense to Assignee, shall (i) at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions and agreements contained in all Leases, on the part of the landlord thereunder to be kept and performed, (ii) 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, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of the lessees thereunder, (iv) furnish Assignee, within ten (10) days after a request by Assignee so to do, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied, the rentals payable and security deposits, if any, paid thereunder, and Lease Guarantees, if any, pertaining thereto, and (v) exercise within ten (10) days of any demand therefor by Assignee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof.

6. Further Assurances. Borrower shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall reasonably determine are necessary to effectuate the terms and provisions of this Assignment.

7. Assignee to be Creditor of Lessees. Assignee shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such lessee (without any obligation on the part of Assignee to file claims or otherwise to pursue creditor's rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Rents hereunder.

8. Remedies Upon Event of Default. Upon or at any time after (i) the occurrence of any Event of Default under, and as defined in the Note, or the Mortgage, or any other Loan Instrument, or (ii) a failure by Borrower to cure a default by Borrower under this Assignment within thirty (30) days after Assignee gives Borrower written notice thereof, or within sixty (60) days, if such default is of the kind or nature that (in Assignee's judgment) it is curable, but is not capable of being cured within thirty (30) days, provided, that Borrower promptly commences such cure after such notice and diligently proceeds with the same thereafter (either of such events being herein referred to as an "Event of Default"), and upon demand of Assignee, Borrower shall 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, and Assignee in its

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discretion may enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts of Borrower or the then manager of the Premises relating thereto, and may exclude Borrower and its respective agents, or servants, wholly therefrom and may, as attorney in fact or agent of Borrower, or in its own name as Assignee exercise any or all of the powers herein granted to Assignee. Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such default. In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Borrower such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrower's Liabilities are paid in full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

9. Nature of Remedies. No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Instruments. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Borrower or the Premises at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

10. Application of Rents. Assignee may apply the Rents to which it is entitled to receive under this Assignment, after payment of certain expenses and capital expenditures relating to the Premises, on account of Borrower's Liabilities in such order and manner as Assignee may elect. Without limitation of the foregoing, the expenses and capital expenditures relating to the Premises may include taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employes engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Instruments shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

11. Limitation of Assignee's Obligations. Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Paragraph 10 hereof. Except in the event of Assignee's gross negligence or willful misconduct, Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any loss sustained by Borrower resulting from Assignee's failure to let the Premises, or any portion thereof, or for any claim for damages or set-offs arising out of Assignee's management of the Premises. Assignee shall not be liable to any lessee for the return of any security deposit made under any Lease unless Assignee shall have received such security deposit from the lessor or such lessee. Except in the event Assignee takes fee simple title to the Premises, Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Assignee be responsible for any act committed by the lessor, or any breach or failure to perform by the

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lessor with respect to any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties or for any dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair, or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee, or stranger, unless due to the gross negligence or willful misconduct of Assignee, its agents or employees. Nothing contained herein shall be deemed to have the effect of making Assignee a mortgagee in possession of the Premises or any part thereof.

12. Reimbursement. Borrower shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder except for any such expenses, losses, damages and liabilities which have been incurred directly as the result of gross negligence or willful misconduct on the part of Assignee. Any and all amounts due to Assignee under this Paragraph 12 shall be immediately due and payable, shall be added to Borrower's Liabilities, shall bear interest after disbursement by Assignee at the Default Rate (as described in the Note) and shall be secured by this Assignment and the other Loan Instruments.

12. Authorization to Lessees. Each present and future lessee under any of the Leases is hereby authorized and directed to pay the Rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Assignee is rightfully entitled to such Rent. Following receipt of any such demand, no lessee shall be given credit for any Rent paid other than to Assignee thereafter until Assignee instructs such lessee otherwise in writing.

13. Modification of Loan Terms. If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Note is renewed, modified or replaced or if any security for the Note is released, Borrower and any other parties now or hereafter liable therefor or interested in the Premises shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Instruments shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee.

14. Successors and Assigns. This Assignment shall inure to the benefit of Assignee and be binding upon Borrower, the heirs, legal representatives, successors and assigns of Borrower and all persons and entities (including owners and lessees) which may hereafter have any interest in the Premises.

15. No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Premises to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such Lease as assigned by this Assignment.



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16. Notices. All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Borrower or Assignee shall be directed to Borrower or Assignee, as the case may be, at the following addresses:

**If to Assignee:** Commonwealth of Pennsylvania State  
Employees' Retirement System  
c/o Latimer & Buck Financial Services, Inc.  
121 South Broad Street  
Philadelphia, Pennsylvania 19107  
Attn: Douglas Callantine  
Executive Vice President

**With a copy to:** Chief Counsel  
Commonwealth of Pennsylvania State  
Employees' Retirement System  
30 North Third Street  
Harrisburg, Pennsylvania 17108-1147  
Attn: Jeffrey B. Clay, Esq.

**With a copy to:** Julian, Toft & Downey, Inc.  
Three First National Plaza  
54th Floor  
Chicago, Illinois 60602  
Attn: Michael Goldman

**With a copy to:** Baker & McKenzie  
130 East Randolph Drive  
Chicago, Illinois 60601  
Attn: William S. McDowell, Jr.

**If to Borrower:** Foster/Pulaski Limited Partnership  
Suite 900  
321 North Clark Street  
Chicago, Illinois 60610  
Attn: Chief Financial Officer

**With a copy to:** LaSalle National Trust, N.A.  
Trustee U/T/A dated 1/15/92 a/k/a  
Trust No. 116878  
135 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Land Trust Department

93281622

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With a copy to:

Hinshaw & Culbertson  
222 North LaSalle Street  
Suite 300  
Chicago, Illinois 60601-1081  
Attn: William B. Phillips

Notices shall be either (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three (3) business days after deposit in the U.S. mail, postage prepaid, or (iii) sent by air courier (Federal Express or like service), in which case they shall be deemed delivered on the date of delivery. Any party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other parties in compliance with the foregoing provisions.

17. Headings. The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.

18. Invalid Provisions to affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Assignment or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Instrument (or the application of the covenant, agreement, term held to be invalid, illegal or unenforceable, to persons or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

19. Changes. Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by Borrower and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

20. Governing Law and Sovereign Immunity of Assignee. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois. Assignee hereby reserves all immunities, defenses, rights or actions arising out of its status as a sovereign state or from the Eleventh Amendment to the United States Constitution. No waiver of any such immunities, defenses, rights or actions is to be implied by any provision hereof. Borrower hereby consents to the jurisdiction of any of the courts of the Commonwealth of Pennsylvania and of any federal located therein and agrees that Assignee may bring suit against Borrower in any of such courts. Borrower also waives the right to bring any counterclaims against Assignee (but specifically reserves the right to raise any defenses or affirmative defenses against Assignee) in any suit or action in any court of law or equity in which Assignee and Borrower are adverse parties.

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21. Future Advances. This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Assignee, or otherwise, as are made by Assignee under the Note, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Note.

22. Limited Exculpation from Personal Liability. Subject to the qualifications hereinafter specified, neither Trustee, Beneficiary or any partners of Beneficiary shall have any personal liability for the obligation to pay any principal, interest or other sums payable under this Assignment, or of the obligation to observe, perform or discharge any of the terms, covenants or conditions contained in the Note or other Loan Instruments, excluding, however, that certain indemnity agreement dated even date herewith from Beneficiary to Assignee pertaining to environmental matters, under which indemnity agreement Beneficiary shall be and remain in all respects and at all times personally liable as specified therein, and (a) no attachment, execution, writ or other process shall be sought and no judicial proceeding shall be initiated by or on behalf of the Assignee against Trustee, Beneficiary or any partner of Beneficiary as a result of a breach or default under this Assignment, the Mortgage, the Note or other Loan Instruments unless and to the extent that such attachment, execution, writ or judicial proceeding shall be necessary to preserve or enforce any of the rights, remedies or recourses of the Assignee against or to any of the Premises, and (b) in the event that any suit is brought under this Assignment, the Mortgage, the Note or other Loan Instruments, whether before or after the Maturity Date by acceleration, by passage of time or otherwise, any judgment obtained in or as a result of such suit shall be enforceable and/or enforced solely against the Premises, provided however, that the Assignee shall have full recourse against the Borrower for, and Borrower shall be personally liable for, and will promptly account to Assignee for all Rents, issues, profits and income derived from the Premises which are received by the Borrower and not properly expended by Borrower in connection with the restoration or operation of the Premises, that accrue from and after, the occurrence of an Event of Default. Nothing herein contained shall be construed to: (a) be a release or impairment of the indebtedness evidenced by the Note or of the lien of this Assignment, the Mortgage, or any of the other Loan Instruments, (b) prevent Assignee from exercising and enforcing, consistent with the provisions of this Paragraph 22, any other remedy allowed at law or in equity or by any statute or by the terms of this Assignment, Mortgage, Note, or other Loan Instruments, (c) prevent the Assignee from enforcing the guarantees required hereunder or any personal liability or other available remedy against the Borrower, or any other Obligors for any separate certificate, indemnity, bond, guaranty, assignment or affidavit executed in connection with the Loan, (d) prevent the Assignee from recovering any funds, damages or costs, including, without limitation, legal expenses, incurred by the Assignee as a result of any deliberate, intentional or willful action taken in bad faith or as a result of fraud or intentional misrepresentation by or on behalf of the Borrower, or (e) prevent the Assignee from recovering any condemnation or insurance proceeds, or other similar funds or payments.

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IN WITNESS WHEREOF, Borrower has executed this Assignment on the date first above written.

FOSTER/PULASKI LIMITED  
PARTNERSHIP, an Illinois limited  
partnership

By: FOS-SKI Corporation, an  
Illinois corporation, its  
General Partner

By: [Signature]  
Its: [Signature]

ATTEST:

By: [Signature]  
Its: [Signature]

Trustee's Execution Herein Attached Hereto And Made a Part Hereof

LASALLE NATIONAL TRUST, N.A.  
as Trustee as aforesaid and not personally

By: [Signature]  
Its: [Signature]  
Assistant Vice President

ATTEST:

By: [Signature]  
Its: [Signature]  
ASSISTANT SECRETARY

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED MARCH 31, 1993 (UNDER TRUST NO.) 115878

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., and personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, 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 expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders 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 LA SALLE NATIONAL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance 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. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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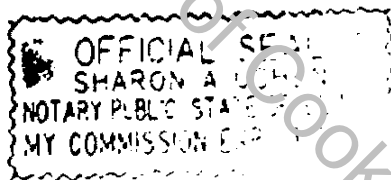
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, SHARON A. UCHEN, a Notary Public in and for said County, in the State aforesaid, do hereby certify that STEPHEN F. STANTON, VICE-PRESIDENT of FOS-SKI Corporation, an Illinois corporation, and JAMES A. KARTNEISER, SECRETARY of said corporation, who 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 severally acknowledged that they signed and delivered the said instrument as such officers of said corporation as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5 day of April, 1993

[SEAL]



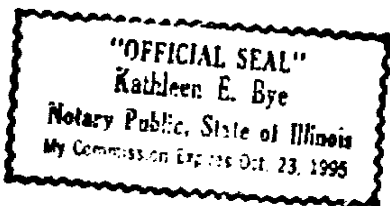
Sharon A. Uchen  
Notary Public

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, KATHLEEN E. BYE, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rosemary Collins, Assistant Vice President of LASALLE NATIONAL TRUST, N.A., as Trustee as aforesaid, a National Bank Association corporation, and WANCY A. STACK, ASSISTANT SECRETARY of said corporation, who 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 severally acknowledged that they signed and delivered the said instrument as such officers of said corporation as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7<sup>th</sup> day of April, 1993

[SEAL]



Kathleen E. Bye  
Notary Public

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF LAND

#### PARCEL 1:

LOT 1 IN ST. LUCAS FIRST SUBDIVISION, BEING PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 7, 1992, AS DOCUMENT 92586021, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LANDSCAPE EASEMENT AGREEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 MADE BY ST. LUCAS ASSOCIATION, A CORPORATION OF ILLINOIS TO LASALLE NATIONAL TRUST, N.A. AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 15, 1992 KNOWN AS TRUST NUMBER 116878 RECORDED FEBRUARY 5, 1992 AS DOCUMENT 92075915 OVER THE FOLLOWING DESCRIBED LAND:

A 10 FOOT WIDE STRIP OF LAND BEING DESCRIBED AS:

THAT PART OF THE SOUTH 590 FEET OF THE EAST 673 FEET OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 50 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10, WITH THE WEST LINE OF THE EAST 33 FEET (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10, THENCE NORTH 0 DEGREES 00 MINUTES 26 SECONDS EAST ALONG THE LAST DESCRIBED WEST LINE 530.01 FEET TO THE NORTH LINE OF THE SOUTH 580 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS WEST ALONG SAID NORTH LINE 485.02 FEET TO A POINT DISTANCE 145 FEET EAST OF THE AFORESAID WEST LINE OF THE EAST 663 FEET OF SAID SECTION 10; THENCE SOUTH 46 DEGREES 13 MINUTES 09 SECONDS WEST, ALONG A LINE HEREIN DESIGNATED AS LINE 'A' 200.85 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID EAST 663 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10 AND DISTANT 140 FEET SOUTH OF THE AFORESAID NORTH LINE OF THE SOUTH 580 FEET OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 00 MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE EAST 663 FEET OF SAID SECTION 10 FOR A DISTANCE OF 320.22 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 34 SECONDS WEST 10 FEET TO THE WEST LINE OF THE EAST 673 FEET OF THE NORTHEAST 1/4 OF AFORESAID SECTION 10; THENCE NORTH 0 DEGREES 00 MINUTES 26 SECONDS EAST ALONG SAID WEST LINE 324.49 FEET TO THE INTERSECTION WITH A LINE DRAWN 10 FEET NORTHWESTERLY OF AND PARALLEL WITH THE HEREINABOVE DESIGNATED LINE 'A'; THENCE NORTH 46 DEGREES 13 MINUTES 09 SECONDS EAST ALONG SAID PARALLEL LINE 209.18 FEET TO THE NORTH LINE OF THE SOUTH 390 FEET TO THE NORTHEAST 1/4 OF AFORESAID SECTION 10; THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST ALONG SAID NORTH LINE 489 FEET TO THE WEST LINE OF THE AFORESAID EAST 33 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 00 MINUTES 26 SECONDS WEST ALONG SAID WEST LINE 10 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

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13 10 200 005 0000

Page 1 of 1

Common address      note      Foster & Polaski  
Chicago Ill.

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EXHIBIT "B"

SCHEDULE OF LEASES

SEE ATTACHED.

Property of Cook County Clerk's Office

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NORTH MAYFAIR COMMONS  
RENT ROLL  
AS OF APRIL 1, 1983

TENANT NAME	STORE NUMBER	SQUARE FOOTAGE	POSSESSION DATE	LEASE COMMENCEMENT	RENT COMMENCEMENT	TERMINATION DATE
BLOCKBUSTER	A-14	6,000	12/10/82	12/31/82	01/29/83	09/30/89
BORICS	A-2	1,125	12/10/82	12/10/82	02/23/83	12/31/87
BURGER KING	A-13	1,200	01/25/83	01/25/83	01/29/83	01/24/88
JEWEL/OSCO		65,220	12/10/82	12/10/82	12/10/82	12/31/13
FOSTER OPTICAL	A-7	1,125	02/22/83	04/23/83 *	06/22/83	04/23/88
PIZZA HUT	A-1	1,125	01/29/83	03/01/83	03/01/83	02/28/88
SEVEN GOLD STAR JEWELRY	A-5	1,125	12/21/82	12/21/82	12/30/82	12/31/87
SIGNATURE INVESTMENTS	A-4	1,125	02/01/83	03/01/83	02/01/83	02/28/83

\* Lease commences the earlier of (80) days after possession date.

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5-11-2011