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**EXECUTION COPY** 

#### ASSIGNMENT OF RENTS AND LEASES

Dated as of January 31 , 1994DEPT-01 RECORDING \$41.00 . T46666 TRAN 3029 02/01/94 13:29:00 KNOW ALL MEN BY THESE PRESENTS THREOOK COUNTY RECORDER

LaSalle National Trust, N.A. as Trustee under Trust Agreement dated October 12, 1993 and known as Trust No. 118318 (the "Trust") and MRR Limited Partnership, an Illinois limited partnership, as sole beneficiary of the Trust (the "Beneficiary") (collective), the Trust and the Beneficiary are referred to herein as the (Assignor"), whose office c/o Neighborhood Reinvestment Resources Corporation, is located at One East Wacker Drive, Suite 2900, Chicago, Illinois 60601, in consideration of One Dollar paid by the City of Chicago, Illinois (the "Assignee"), whose of thee is located at 121 North LaSalle Street, Chicago, Illinois 60602, hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor, its successors and assigns, as lessor, has and may have in the leases now existing (as more particularly described on Exhibit B attached hereto and hereby made a part hereof) or hereafter made and affecting the real property described below or any part thereof, as said leases may have been or may from time to time be hereafter, modified, extended and renewed, with all rents, income, issues and profits due and becoming due therefrom. The Assignor will, on request of the Assignee, execute assignments of any future leases affecting any part of the Premises (as defined in the hereinafter defined Mortgage).

This Assignment of Rents and Leases (this "Assignment") is made as additional security for the obligations of the Assignor under a certain Housing Loan Agreement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Loan Agreement" between the Assignor and the Assignee and for the obligations of the Assignor under its promissory note (herein such note, together with any and all amendments or supplements thereto, extensions thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof, shall be called the "Note") in the principal amount of \$6,250,860.00, dated of even date herewith and payable to the Assignee. obligations of the Assignor under the Loan Agreement and the Note are secured by, among other things, a certain Junior Mortgage and Security Agreement dated of even date herewith (hereinafter, as the same may be amended, supplemented and restated from time to time called the "Mortgage") from the Assignor to the Assignee, which Mortgage constitutes a lien on and otherwise relates to certain interests of the Assignor in certain real estate situated in the City of Chicago, Cook County, Illinois, described in

Box 430

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Exhibit A attached hereto and hereby made a part hereof, and described in the Mortgage, and the acceptance of this Assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Assignee under the terms of the Mortgage. It is expressly understood and agreed by the parties hereto that before an event of default (which is not cured within any applicable notice and/or cure periods) occurs hereunder, or under the terms of the Loan Agreement, the Mortgage or any of the other Loan Documents (as defined in the Loan Agreement) (an "Event of Default"), the Assignor shall have the right to collect said rents, income, issues and profits from the aforementioned leases and to retain, use and enjoy the same; provided, however, that even before an Event of Default occurs, no rent more than one month in advance (other than reasonable security deposits) shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, after the occurrence of an Event of Default, the Assignor hereby assigns to the Assignee any award made hereafter to the Assignor in any court procedure involving any of the lessees in any bankruptcy, insolvency or reorganization proceedings in any state or federal court, and any and all payments made by lessees in lieu of rent. Upon the occurrence of an Event of Dafault, the Assignor hereby appoints the Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment; subject to the condition, however, that if after the occurrence of an Event of Default, said Event of Default shall be cured or waived, the appointment of the Assignee as attorney in fact for the Assignor shall cease and determine.

The Assignor, if an Event of Default has occurred and is continuing, hereby authorizes the Assignee, at its option, to enter and take possession of the Premises and to manage and operate the same, to collect all or any rents accruing therefrom and from said leases, to let or relet the Premises or any part thereof, to cancel and modify leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in its own name or the Assignor's name, make repairs as the Assignee deems appropriate, and perform such other acts, in its own name or the Assignor's name, in connection with the management and operation of the Premises as the Assignee, in its discretion, may deem proper. The Assignor, in such case, shall cooperate with the Assignee in all other respects to effectuate the terms and conditions hereof.

The receipt by the Assignee of any rents, income, issues or profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto. Upon foreclosure of the Mortgage (for which this Assignment serves as additional security), it is understood by the Assignor and the Assignee that the Assignee's rights under this Assignment continue through the period of foreclosure.

The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any of the said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to defend and save it harmless from, any and all liability arising from any of said leases or from this Assignment (other than any liability arising out of the Assignee's gross negligence or willful misconduct following the Assignee's acquisition of title to or control of the Premises, unless such act is taken in response to (1) any negligent act or omission of the Assignor or the General Partner, or (2) any breach by the Assignor or the General Partner of any provisions of the instruments executed by the Assignor or the General Partner in connection with the Loan, other than that breach pursuant to which the Assignee acquired title to or control of the Premises), and this Assignment shall not place responsibility for the control, care, management or repair of the Premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that (i) the Assignor has full right and title to assign all leases assigned hereunder and the rents, income, issues and profits due or to become due thereunder; (ii) the terms of said leases have not been changed from the terms in the copy of said leases submitted to the Assignee for approval; (iii) no other assignment of any interest therein has been made other than to the Senior Lender and the Junior Lender (both as defined in the Loan Agreement); (iv) there are no existing defaults under the provisions thereof; (v) all rents due under any of said leases on or before the date hereof have been paid in full to the Assignor; (vi) other than reasonable security deposits, no rents under any of said leases have heretofore been collected more than one month in advance; (vii) the Assignor has not granted any concession to any lessee under any of said leases other than as appears in the terms thereof; (viii) the Assignor will comply with all of the material terms of all of said leases; (ix) the Assignor will promptly give the Assignee a copy of any notice received by the Assigner concerning any material default by the Assignor under any of said leases; and (x) the Assignor will not hereafter cancel, surrender or terminate any of said leases, or exercise any option which might lead to such termination or change, or alter or modify any of said leases or consent to the release of any party liable thereunder or to the assignment of any lessee's interest in the lease to which such lessee is a party, other than in the ordinary course of business of the Assignor.

The Assignor hereby authorizes the Assignee, if an Event of Default has occurred and is continuing, to give notice in writing of this Assignment at any time to any tenant under any of said leases.

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The full performance of the Loan Agreement and the Mortgage and the duly recorded release or reconveyance of the Premises and security inwerests described therein shall render this Assignment void.

The net proceeds collected by the Assignee under the terms of this Assignment shall be applied, at the option of the Assignee, to pay all costs and expenses in connection with the management and operation of the Premises, and/or to pay all or any portion of the entire indebtedness from time to time outstanding and secured by the Loan Agreement and the Mortgage. The Assignee shall not be accountable for any monies other than said net proceeds actually received by the Assignee under the terms of this Assignment, nor shall the Assignee be liable for any failure ro collect rents or other payments due from lessees under the leases assigned hereunder.

This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Mortgage.

This Assignment is subject and subordinate in each and every respect to any and all rights of any kind created by that certain Construction Loan Mortgage and Security Agreement with Collateral Assignment of Leases and Rents (the "Senior Document") from the Assignor to Community Investment Comporation (the "Senior Lender") dated December 1, 1993, and recorded prior to the recording of this Assignment in the Office of the Cook County Recorder of Deeds, securing a note of even date therewith in the amount of \$1,655,000.00 in favor of the Senior Lender.

So long as the Senior Document is in effect, in the event of any conflict between the provisions of this Assignment and the Senior Document, the provisions of the Senior Document shall prevail. Any waiver or forbearance by the Senior Lender under the Senior Loan Documents shall not impair the priority of its lien under the Senior Loan Documents.

This Assignment shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois.

If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Assignment shall be construed as if such invalid part were never included herein and this Assignment shall be and remain valid and enforceable to the fullest extent permitted by law.

All capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Loan Agreement.

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Subject to the terms contained in the next three succeeding paragraphs and notwithstanding any provision herein to the contrary, the indebtedness evidenced by the Note shall be non-recourse and in the event of default hereunder, the Assignee's sole source of satisfaction of repayment of the amounts due to the Assignee hereunder or under any of the Loan Documents shall be limited to the Assignee's rights with respect to the collateral pledged and assigned under the Mortgage, this Assignment, the Assignment of Contracts or any of the other Loan Documents.

Notwithstanding the immediately preceding paragraph, nothing herein or in any of the Loan Documents shall limit the rights of the Assignce, following any of the events hereinafter described, to take any action as may be necessary or desirable to pursue the Assignor and/or the General Partner for any and all Losses incurred by the Assignee arising from: (i) a material misrepresentation fraud made in writing or misappropriation of funds by the Assignor and/or the General Partner; (ii) intentional or material waste to the Premises; (iii) use of proceeds of the Loan for costs other than Eligible Costs; (iv) the occurrence of a Prohibited Transfer (as defined in the Mortgage) without the Assignee's prior written consent, to the extent such Prohibited Transfer results from the intentional, willful, voluntary and/or negligent acts or omissions of the Assignor and/or the General Pariner; (v) any breach of the Assignor's representations, warrantles or covenants regarding Hazardous Materials or Environmental Laws contained herein or in any of the other Loan Documents (including, without limitation, the Environmental Agreement); (vi) the occurrence of any uninsured casualty to the Premises or other collateral or security provided under any of the Loan Documents for which there has been a failure to maintain insurance coverage as required by the terms and provisions of the Loan Documents: (vii) the misappropriation or misapplication of insurance proceeds or condemnation awards relating to the Premises or other collateral or security provided under any of the Loan Documents or (viii) any inaccuracy in the statements of Jacqueline T. Atkins, as Affiant, made in that certain Affidavit dated concurrently herewith and delivered to the Assignee as of the date hereof.

Notwithstanding the second preceding paragraph, nothing herein or in any of the Loan Documents shall limit the right of the Assignee to assert liability against the Assignor and/or the General Partner for the repayment of the Loan in the amount described in Section 3.07(d) of the Loan Agreement, in the event of a breach by the Assignee of the requirements set forth in Sections 2.5, 2.6, 2.7 or 2.11 of the Regulatory Agreement as modified by Section 2.8 of the Regulatory Agreement, but only to the extent that such breach results in a demand by HUD on the Assignee for repayment of the Loan in whole or in part, and only to the extent that as a result of such demand, the Assignee is legally obligated to make such payment to HUD. Such payment may be made either by a direct payment from the Assignee to HUD or by

a deduction by HUD from other monies allocated or to be allocated to the Assignee by HUD. If the Assignee so chooses, the Assignee shall pursue a diligent contest of any such demand by HUD through the administrative procedures outlined in 24 C.F.R. Section 92.552, as amended, supplemented and restated from time to time, but shall not be required to pursue the matter any further than reasonably prudent, as determined by the Assignee. The Assignor agrees to pay, as a recourse obligation of the Assignor, all attorneys', experts' and consulting fees and disbursements and expenses incurred in connection with any such contest.

The Assignee waives any and all right to seek or demand any personal deficiency judgment against the Assignor, in conjunction with a foreclosure proceeding, under or by reason of any of the non-recourse monetary obligations of the Assignor; provided, however, that the foregoing shall not limit or affect the Assignee's right to sue or otherwise seek recourse against the Assignor and/or the General Partner in any separate action or proceeding for all losses incurred by the Assignee arising from any of the matters described in the three immediately preceding paragraphs hereof.

This instrument is executed by LaSalle National Trust, N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSalle National Trust, N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSalle National Trust, N.A., by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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IN WITNESS WHEREOF, the Assignor has hereunto set its hand and seal as of the day and year first above written.

LASALLE NATIONAL TRUST, N.A. as Trustee under Trust Agreement dated October 12, 1993 and known as Trust No. 118318

By: Agreement Agreem

ATTEST:

By Muit Adulk

Its: Abstract Supportant

MRR LIMITED PARTNERSHIP, an Illinois limited partnership

BY: Neighborhood Reinvestment
Resources Corporation, an
Illinois corporation and sole
general partner of the
Assignor

ex. Legelen (le

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ATTEST+

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This instrument prepared by and when recorded return to:

Cynthia Shawamreh Assistant Corporation Counsel City of Chicago Office of Corporation Counsel 121 N. LaSalle St., Room 511 Chicago, Illinois 60602

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STATE OF ILLINOIS	}	SS
COUNTY OF COOK	)	33

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Jacqueline Atkins personally known to me to be the Free Vice Pres. of Neighborhood Reinvestment Resources Corporation (the "General Partner"), an Illinois corporation and sole general partner of MRR Limited Partnership (the "Beneficiary"), an Illinois limited partnership, and Robin A. Upchuld personally known to me to be the Assistant Secretary \_\_\_ of the General Partner, and 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 as such <u>Exec. Vice President</u> and \_\_\_\_\_ Asst Secy. they signed and delivered the said instrument and caused the corporate seal of the General Partner to be affixed thereto, pursuant to authority given by the Board of Directors of the General Partner, as their free and voluntary act, and as the free and voluntary act and deed of the General Partner and the Beneficiary, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3/1+ day of January

Notary Public

(SEAL)

My Commission Expires:

OFFICIAL SEAL
CYNTHIA M. HENDZEL
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. 12/10/97

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# UNOFFICIAL CORY

STATE OF ILLINOIS	) } SS.
COUNTY OF COOK	)
and State aforesaid, personally known to National Trust, N.A. personally known to the Trustee, and per whose names are subsidefore he this day, and delivered the saact, and as the free	me to be the
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SAM ARY	hand and official seal this 46 day of
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	Notary Public
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	T'S OFFICE

#### PARCEL 1

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#### ALBO PARCEL 2 ..

PART OF LOT ST MICH MICLISIAN, RECEIPT THE MORTH MICH PRET OF LOTS 22 THROUGH 25 AND EXCEPT THAT PART OF LOT ST MICH VACATED ALLEYS LYING BOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERMECTION OF THE SOUTHERLY RIGHT-OR-WAY LINE OF WEST MAXWELL STREET WITH THE BOUTH-GRIBBLE WITH SHORT BOUTH-OR-WAY LINE OF BOUTH RULE BOUTH 20 DEGREES AN IMMATES 31 BECOMES WISH THE MORTH-MAISTERLY RIGHT-OR-WAY LINE OF BOUTH BLUE BLAND AVENUE A DISTANCE OF 221 TS FEET FOR A DISTANCE OF 721 THE TOP OF BOUTH OF THE BASTERLY LINE OF BAID LOT 41. LOTS 55 THROUGH 89 BOTH INCLUSIVE TO DETHER WITH THE MORTH-MALE OF VACATED WEST 14TH STREET LYING BOUTH-MICH OF THE MORTH-MALE OF VACATED WEST 14TH STREET LYING BOUTH-MICH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE INTERSECTION OF THE CENTERIES OF BAID LOTS ME THENCE WITH STREET LYING BOUTH-MICH OF THE FORCE MORTH MICH DAY ACATED WEST 14TH STREET LYING BOUTH-MICH MICH STREET WITH THE EXTERNION BOUTH OF THE FAST LINE OF BAID LOTS AND 46 THENCE MORTH MICH DAY ACATED WEST 14TH STREET, 33.33 FEET TO THE WINTES TO BE MORTHED THE THE PART LINE OF BAID LOTS AND 46 THENCE MORTH MICH DAY ACATED WEST LINE OF BAID LOTS AND ACATED WEST 14TH STREET, 33.33 FEET TO THE WINTES AN IMMUTES 31 BECOMDS WEST ALOND THE CENTERINE OF BAID LOTS AND 46 THENCE MORTH MICH DAY ACATED WEST LINE OF BAID LOTS AND ACATED WEST TO THE WINTES AND ACATED WEST LINE OF BAID LOTS AND ACATED WEST TO THE WINTES AND ACATED WEST LINE OF BAID LOTS AND ACATED WEST TO THE WINTES AND ACATED WEST LINE OF BAID VACATED WEST TO THE WINTEST LINE OF BAID LOTS AND THE MORTH MICH SOUTH HILF OF VACATED ALLEY LINE OF BAID VACATED WEST LINE OF THE MORTH MALE DAY ACATED ALLEY LINE BOUTH-MICH SOUTH AND ADJACENT TO LOTS AND THE MORTH MALE OF WACATED ALLEY LINE BOUTH AND ADJACENT TO LOTS AND THE MORTH MALE OF THE VACATED ALLEY LINES BOUTH AND ADJACENT TO LOTS AND THE MORTH MALE OF MORTH MAD ADJACENT TO LOTS AS THEOLOGY. AND THE TIMED PROCESSAL MERIDAM HE COLLY THE MORTH AND ADJACENT AND ADJACENT BY MORTH MAD ADJACENT TO LOTS AND FRE

#### ALBO PARCEL S

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#### ALBO PARCES, A

THAT PART OF LOTS 1 THROUGH 3, BOTH INCLUSIVE. IN BLOCK 2 WO THE BOLLTH HALF OF VACATED WEST SITH ETHEET, AND THE WEST WEST FRET OF THE WEST HALF OF VACATED CLUTH MERCREN STREET. IN SWIFT, MCALLEY AND THE WEST WEST HALF OF THE BOUTHMEST (IN C.F. THE ROSTREAST VALOF SECTION 20 TOWNSHIP 28 MORTH RANGE (II, BAST OF THE THEOD PRINCIPAL, MERCHAIL, DE CONTROLLES OF COUNTY, BLADOSS, LYME NOTHERASTERLY OF THE FOLLOWING DESCRIBED LINE COMMERCIAGO AT THA PURP RECTION OF THE CENTERLINE OF SAID VACATED WEST 14TH STREET WITH THE EXTENSION SOUTH OF THE BAST LEAG OF SAID VACATED WEST 14TH STREET NEITH BY PET TO THE POINT OF SECURING THE CENTERLINE OF SAIP VACATED WEST 14TH STREET THENCE SOUTH AS DECORDED SAID THAT SELECTION OF THE SOUTH SECURING THE CENTERLINE OF SAIP VACATED WEST 14TH STREET THENCE SOUTH TO DESCRIBE 31 MINUTES 31 MINUTES SECURING SAID THAT SET TO A POINT CHI THE SOUTH LINE OF LOT 28 WITH THE SET TO A POINT CHI THE SOUTH LINE OF LOT 28 WITH THE SET THE MEAN SAID WAST ALCAREY AND THRELE'S SURDIVISION THAT IS LISS FEET WEST, AS JURIS FRED ALONG SAID SOUTH LINE OF LOT, 31 MINUTES SECURING SAID SOUTH LINE OF LOT, 31 MINUTES SECURING SAID SOUTH LINE OF LOT, 31 MINUTES SECURING SAID SOUTH LINE OF LOT, 32 MIN THE SET THE ROSKY FIRST VALOR SAID SOUTH LINE OF LOT, 32 MIN SOUTH OF THE SAID LINE OF LOTS SECURING SAID SOUTH LINE OF FOR THE THROUGH THE OF THE MORTY FIRST VALOR SECURING SAID SHORMAND.

#### ALBO PARCEL O

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COMMINIORIS AT THE POINT OF INTERESECTION OF THE EAST LINE OF SOUTH RACING AVEILE WITH THE NORTH LINE OF WEST 14TH PLACE AS BOTH WERL LAID OUT IN BAID SWIFT AND MCALLEY SUBDIVISION AND RUSSING THRICE BAST ALONG THE NORTH LINE OF BAID WEST 14TH PLACE TREET FRET TO THE POINT OF INTERESECTION OF BAID NORTH LINE WITH THE EXTENSION SOUTH OF THE BAST LINE OF LOTE 21 AND IS M LOCK IS IN HEIMITY WALLEYS OF THE THRIP PRINCIPAL MEMORIA. THE HORTHWAST 144 OF SECTION 20 TOMMERS 26 MORTH RAKES 14, BAST OF THE THRIP PRINCIPAL MEMORIA. THE SOUTH LINE DY BAID LOTT 21 IN BLOCK I OF SWIFT MCALLEY AND TYPELLY SUBDIVISION SINE FOR THE POINT OF RECONTIN LINE OF THE SUBJECT TRACE OF LINE THEREOF NORTH IN SHORTES IS SECONDS WEST, ALONG THE SOUTH LINE OF THE WESTERLY EXTENSION THEREOF, OF SAID LOT 28 IN BLOCK I OF SWIFT, MCALLEY AND TYPELLY SUBDIVISION IS SETTING NORTH TO DEGREES IN MINITES AS SECONDS MEST TO SHE EAST LINE OF THE WESTERLY EXTENSION THEREOF, OF SAID LOTS 24 SECONDS MEST THENCE HORTH TO DEGREES 31 MINITES AS SECONDS MEST THENCE HORTH TO DEGREES 31 MINITES AS SECONDS MEST THENCE HORTH TO DEGREES 31 MINITES AS SECONDS BAST. ALONG THE CANTERING OF SAID WAST 14TH STREET. ALONG THE LAST DEGREES 34 MINITES 31 SECONDS BAST. ALONG THE CENTERISH OF BAD VACATED WEST 14TH STREET. ALONG THE LAST DEGREES 34 MINITES 31 SECONDS BAST. ALONG THE CENTERISH OF BAD VACATED WEST 14TH STREET. SOO FEET TO THE BAD EXTERSION SOUTH OF THE BAST LINE OF LOTE 22 AND SO IN BLOCK 6 IN HEMITY WALLERS SUBDIVISION THENCE SOUTH ON SAID EXTENSION SOUTH AS DECRMED IN COOK COUNTY BLURDING SOUTH AS DECRMED.

Common Address: Southeast corner of Blue Island Avenue and Maxwell Street, Chicago, Illinois 60608

P.I.N.: 17-20-211-041; 17-20-213-091; 17-20-213-093; 17-20-219-045; 17-20-220-064; 17-20-220-063

EXHIBIT B

EXISTING LEASES

NONE

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