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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (this "Assignment") made this 24th day of February, 1994, by and between EQR-BOURBON SQUARE VISTAS, INC. ("Borrower"), a corporation created pursuant to the laws of the State of Illinois, the mailing address of which is Two North Riverside Plaza, Chicago, Illinois 60606, and METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation having an address of One Madison Avenue, New York, New York 10010 (hereinafter called "Lender"),

. DEPT-01 RECORDING 445.50
. T40013 TRAH 4449 02/28/94 15:48:00
. 18154 4 EB * - 94 - 190503
. COOK COUNTY RECORDER

WITNESSETH

FOR VALUE RECEIVED, Borrower hereby grants, transfers and assigns to Lender and its successors and assigns all right, title and interest of Borrower in and to those certain leases more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof which are now or hereafter in effect with respect to occupancy of space located within the apartment project commonly known as Bourbon Square Apartments more particularly described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter referred to as the "Property") together with (i) any extensions, modifications or renewals thereof and (ii) any guarantees of the lessees' obligations thereunder (all of said leases, together with all such guarantees, modifications, extensions or renewals thereof, being hereinafter collectively referred to as the "Leases"), and (iii) any and all security deposits received by Borrower or any agent of Borrower in connection therewith, for the purpose of securing (a) payment of all sums now or at any time hereafter due Lender under the Promissory Note (the "Note") of even date herewith made by EQR-MET Financing Limited Partnership in the original principal amount of \$56,110,000, and secured by a certain Illinois Purchase Money Mortgage and Security Agreement (hereinafter called the "Mortgage") made by Borrower to Lender, dated of even date herewith and recorded, or to be recorded, in the Office of the Recorder of Cook County, Illinois, and the Instruments (as defined in the Mortgage), together with any renewals or extensions thereof and any future

THIS INSTRUMENT WAS PREPARED BY AND AFTER RECORDING SHOULD BE RETURNED TO:

John E. Taylor, Esq.
Jones, Day, Reavis & Pogue
3500 One Peachtree Center
303 Peachtree Street, N.E.
Atlanta, Georgia 30308-3242



PROPERTY ADDRESS:
500 Constitution Drive
Palatine, Illinois

P.I.N. Nos.:
02-02-201-003 through
02-02-201-147

10-9-94 2412 (3)

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advances made thereunder to the extent permitted under Illinois law, and (h) performance and discharge of each obligation, covenant and agreement of Borrower contained herein or contained in the Mortgage or the Note or the Instruments defined in the Mortgage (such Note, together with the Mortgage, the Instruments and any other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness evidenced by the Note hereinafter collectively referred to as the "Loan Documents"). This Assignment is intended to be an absolute, present assignment from Borrower to Lender. The rents, issues and profits of the Property are hereby assigned absolutely by Borrower to Lender which assignment shall, to the fullest extent permitted and/or recognized at law, be deemed to be perfected upon the filing of this Assignment for record in the Office of the Recorder of Cook County, Illinois, contingent only upon the occurrence of an Event of Default hereunder as defined hereinbelow.

ARTICLE I

WARRANTIES AND COVENANTS

1.01 Warranties of Borrower. Borrower hereby warrants and represents to Lender that:

- (a) Borrower is the sole owner of landlord's interest under the Leases, is entitled to receive the rents, issues, profits and security deposits under the Leases and from the Property, and has good right to sell, assign, transfer and set over the same and to grant to and confer upon Lender the rights, interests, powers and authorities herein granted and conferred.
- (b) Borrower has neither made nor permitted to be made any assignment other than this Assignment of any of its rights under the Leases to any person or entity.
- (c) Borrower has not done any act nor omitted to do any act which might prevent Lender from, or limit Lender in, acting under any of the provisions of this Assignment.
- (d) Borrower has not accepted rent under any of the Leases more than sixty (60) days in advance of its due date.
- (e) Borrower is not prohibited under any agreement with any other person or entity or under any judgment or decree from the execution and delivery of this Assignment or of the Leases, from the performance of each and every covenant of Borrower hereunder and under the Leases, or from the meeting of each and every condition contained herein or in the Leases.
- (f) No action has been brought or threatened which in any way would interfere with the right of Borrower to execute this Assignment and perform all of Borrower's obligations herein contained.

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(g) To the best knowledge of Borrower, there is no default by any of the lessees under any of the Leases for commercial/retail space (hereinafter referred to as the "Commercial Leases").

1.02 Covenants of Borrower. Borrower hereby covenants and agrees with Lender as follows:

(a) Borrower shall (i) fulfill, perform and observe each and every condition and covenant of Borrower accruing after the date hereof contained in the Leases; (ii) give prompt notice to Lender of any claim of default under any of the Commercial Leases given by any of the lessees thereunder to Borrower, or given by Borrower to any of such lessees, together with a complete copy of any such claim; (iii) at the sole cost and expense of Borrower, enforce, short of termination of any of the Commercial Leases, the performance and observance of each and every covenant and condition of the Leases to be performed or observed by the lessees thereunder; and (iv) appear in and defend any action growing out of, or in any manner connected with, any of the Leases or the obligations or liabilities of Borrower accruing after the date hereof, as lessor thereunder, or of any of the lessees or guarantors thereunder.

(b) Borrower shall not without the prior written consent of Lender (i) modify any of the Leases unless such Lease as so modified shall be in compliance with the Leasing Guidelines (as defined in the Mortgage); (ii) terminate the term or accept the surrender of any of the Commercial Leases (except pursuant to Borrower's rights and remedies under any of the Commercial Leases in the event of a tenant default) unless Borrower has entered into a new lease covering all of the leased premises to be terminated or surrendered, which new lease shall either have been approved by Lender or shall be in compliance with the Leasing Guidelines; (iii) waive, or release the lessees from, the performance or observance by the lessees of any obligation or condition of the Leases, except in the ordinary course of business with respect to any of the Leases for residential space; (iv) permit the prepayment of any rents under any of the Leases for more than sixty (60) days prior to the accrual thereof; or (v) give any consent to any assignment by any of the lessees of any of the Commercial Leases or any sublease of any part or portion of the Property subject to any of the Commercial Leases unless the tenant/assignor under such lease will not be released from its liability under such lease pursuant to the assignment or sublease or unless such sublease shall be in compliance with the Leasing Guidelines.

(c) Borrower shall authorize and direct, and does hereby authorize and direct each and every present and future tenant under the Leases to pay rental directly to Lender upon receipt of written demand from Lender made after the occurrence of an Event of Default (and the expiration of any applicable cure period set forth in the Deed) to so pay the same.

(d) Lender shall not be obligated to perform or discharge any obligation of Borrower under any of the Leases, and Borrower agrees to indemnify and hold Lender harmless from and against any and all liability, loss or damage accruing after the date hereof which Lender may incur under any of the Leases or under or by reason of this Assignment and from and against all claims and demands whatsoever which may be asserted against

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Lender by reason of Lender's exercise of any of its rights and remedies under this Assignment or under any of the Leases.

1.03 Covenants of Lender. Lender, by acceptance hereof, covenants and agrees with Borrower that:

(a) Although this Assignment constitutes a present and current assignment of all rents, issues and profits of the Property, so long as there shall exist no Event of Default as hereinafter defined, on the part of Borrower, Borrower shall have the right (i) to collect, but not more than sixty (60) days prior to accrual, all such rents, issues and profits from the Property and to retain, use and enjoy the same, and (ii) to maintain the security deposits in accordance with applicable law.

(b) Upon payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Mortgage without the recording of another mortgage or other real property security instrument in favor of Lender affecting the Property, this Assignment shall become and be void and of no further effect.

(c) Notwithstanding anything to the contrary contained in this Assignment or in any of the other Loan Documents, but without in any manner releasing, impairing or otherwise affecting the validity of this Assignment or any of the other Loan Documents, or the lien of the Mortgage, upon the occurrence of an Event of Default, except as expressly set forth in this Section 1.03(c), the liability of Borrower and/or the general partners of Borrower, if any, to Lender for any and all such Events of Default shall be limited to and satisfied out of the Property [as defined in the Mortgage for purposes of this Section 1.03(c)] [except Property consisting of income, rents, royalties, revenue, issues, profits, proceeds and other benefits constituting Property collected and distributed or otherwise spent or disposed of by Borrower or any general partner of Borrower, prior to any Event of Default ("Pre-Default Proceeds")], provided that, in addition to the foregoing, only if the Event of Default is cured within any applicable grace period, if any, funds collected by Borrower after an Event of Default will be deemed Pre-Default Proceeds. Notwithstanding any of the foregoing, nothing contained in this Section 1.03(c) shall be deemed to prejudice the rights of Lender to proceed against and recover damages against Borrower and the general partners of Borrower, if any, for (i) fraud or waste; and/or (ii) Condemnation Proceeds or Insurance Proceeds (as such terms are defined in the Deed) or other similar funds or payments (excluding Pre-Default Proceeds) attributable to the Property, which have been misapplied by Borrower or which under the terms of the Loan Documents should have been paid to Lender; and/or (iii) any tenant security deposits or prepaid rents or other similar sums paid to or held by Borrower after the occurrence of an Event of Default (excluding Pre-Default Proceeds) which sums have not been applied to pay any portion of the indebtedness evidenced by the Note, operating and maintenance expenses of the Property, premiums (as defined in the Deed), Impositions (as defined in the Deed), deposits into a reserve for replacement or other sums required by the Loan Documents and/or (iv) or in connection with the covenants, obligations, liabilities, warranties and representations contained in Section 3.08 of the deed; and/or (v) Impositions or Premiums which have not been paid by Borrower to the extent to which escrows therefor have been waived by Lender pursuant to the last sentence of Section

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1.06 of the Mortgage; and/or (vi) all amounts due and payable pursuant to Sections 3.06 of the Mortgage (arising only from liability of Lender to any third party) and 3.10 of the Deed (but not including repayment of the principal amount of the loan evidenced by the Note and only (x) to the extent relating to matters accruing prior to the time Lender (or a receiver) obtained control of the Property and (y) following the application of any sums held by Lender pursuant to Section 1.06 of the Mortgage to Impositions) to the extent that such costs exceed the value of the Property less the indebtedness evidenced by the Note. Borrower and the general partners of Borrower, if any, shall be personally liable for Borrower's obligations arising only in connection with the matters set forth in the foregoing clauses (i) to (vi) inclusive. Nothing contained herein or in any Loan Documents shall impose or be deemed to impose any personal liability on any limited partner of Borrower or any limited partner of any general partner of Borrower or on any officer, director or shareholder of Borrower, or any officer, director or shareholder of any general or limited partner of Borrower.

ARTICLE II.

DEFAULT

2.01 Event of Default. The occurrence of any one of the following events shall constitute an "Event of Default" hereunder:

- (a) the failure by Borrower to perform or observe any covenant of Borrower contained in this Assignment after the expiration of any applicable notice and cure periods set forth in the Deed;
- (b) the failure by Borrower to cause to be true and not misleading any warranty of Borrower contained herein; or
- (c) the occurrence of any Event of Default under any of the Loan Documents.

2.02 Remedies. Upon the occurrence of any Event of Default and the expiration of any applicable notice and cure period set forth in the Mortgage, Lender may at its option, with or without notice or demand of any kind (except as may be provided in any of the Loan Documents), exercise any or all of the following remedies:

- (a) Declare any part or all of the indebtedness evidenced by the Loan Documents to be due and payable, whereupon the same shall become immediately due and payable;
- (b) Perform any and all obligations of Borrower under any or all of the Leases or this Assignment and exercise any and all rights of Borrower herein or therein as fully as Borrower itself could do, including, without limiting the generality of the foregoing: enforcing, modifying, extending or terminating any or all of the Leases; collecting, modifying, compromising, waiving or increasing any or all of the rents payable thereunder; and obtaining new tenants and entering into new leases on the Property on any terms and conditions deemed desirable by Lender; and, to the extent Lender shall incur any costs in

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connection with the performance of any such obligations of Borrower, including costs of litigation, then all such costs shall become a part of the indebtedness secured by the Loan Documents, shall bear interest from the incurrence thereof at the default interest rate specified in the Note, and shall be due and payable on demand;

(c) In Borrower's or Lender's name, institute any legal or equitable action which Lender in its sole discretion deems desirable to collect and receive any or all of the rents, issues and profits assigned herein;

(d) Collect the rents, issues and profits and any other sums due under the Leases with respect to the Property, and apply the same in such order as Lender in its sole discretion may elect against (i) all costs and expenses, including reasonable attorneys' fees actually incurred, in connection with the operation of the Property, the performance of Borrower's obligations under the Leases and collection of the rents thereunder; (ii) all the costs and expenses, including reasonable attorneys' fees actually incurred in the collection of any or all of the indebtedness secured by the Loan Documents, including all costs, expenses and reasonable attorneys' fees actually incurred in seeking to realize on or to protect or preserve Lender's interest in any other collateral securing any or all of the indebtedness secured by the Loan Documents; and (iii) any or all unpaid principal and interest on the indebtedness secured by the Loan Documents. Any amounts remaining after such application shall be applied to the payment of the indebtedness secured by the Loan Documents in such order as Lender may determine, and if Lender elects to apply such amounts to the principal payment due at the maturity of the indebtedness secured by the Loan Documents or to monthly payments thereof, regular monthly payments of said indebtedness shall continue to be due in accordance with the instrument evidencing same and without reduction or interruption, and upon the payment in full of the indebtedness secured by the Loan Documents, then this Assignment and all rights of Lender hereunder shall cease and terminate.

(e) Entry upon and taking possession of the Property and the collection of the rents and the application thereof as aforesaid, shall in no wise operate to cure or waive any default hereunder or under any other of the Loan Documents, or prohibit the taking of any other action by Lender under any of the Loan Documents or at law or in equity to enforce the payment of such indebtedness or to realize on any other security. Lender shall have full right to exercise any or all of the foregoing remedies without regard to the adequacy of security for any or all of the indebtedness, and with or without the commencement of any legal or equitable action or the appointment of any receiver or trustee, and shall have full right to enter upon, take possession of, use and operate all or any portion of the Property which Lender in its sole discretion deems desirable to effectuate any or all of the foregoing remedies. In no event shall Lender be liable to any lessee under any of the Leases for the return of any security deposit in any amount in excess of the amount delivered to Lender by Borrower.

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ARTICLE III.

GENERAL PROVISIONS

3.01 Successor and Assigns. This Assignment shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors and assigns. Whenever a reference is made in this Assignment to "Borrower" or "Lender," such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors and assigns of Borrower or Lender.

3.02 Terminology. All personal pronouns used in this Assignment whether used in the masculine, feminine or neuter gender, shall include all other genders, and the singular shall include the plural, and vice versa. Titles of Articles are for convenience only and neither limit nor amplify the provisions of this Assignment.

3.03 Severability. If any provision of this Assignment or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

3.04 Applicable Law. This Assignment shall be interpreted, construed and enforced according to the Laws of the State of Illinois.

3.05 No Third Party Beneficiaries. This Assignment is made solely for the benefit of Lender and its assigns. No tenant under any of the Leases nor any other person shall have standing to bring any action against Lender as the result of this Assignment, or to assume that Lender will exercise any remedies provided herein, and no person other than Lender shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment.

3.06 No Oral Modifications. Neither this Assignment nor any provisions hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

3.07 Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in Lender in any of the Loan Documents or in law or equity, all of which rights and remedies are specifically reserved by Lender. The remedies herein provided or otherwise available to Lender shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided or otherwise available to Lender shall continue and be each and all available to Lender until the indebtedness evidenced by the Loan Documents shall have been paid in full.

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3.08 Cross-Default. An Event of Default by Borrower under this Assignment shall constitute an Event of Default under all other Loan Documents.

3.09 Counterparts. This Assignment may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument, and any of the parties or signatories hereto may exercise this Assignment by signing any such counterpart.

3.10 Further Assurance. At any time and from time to time, upon request by Lender, Borrower will make, execute and deliver, or cause to be made, executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of Lender be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases and the rents, issues, profits and security deposits from the Property. Upon any failure by Borrower so to do, Lender may make, execute, record, file, re-record and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney in fact of Borrower so to do.

3.11 Notices. Any and all notices, elections or demands permitted or required to be made under this Assignment shall be made in accordance with the provisions relating to notice set forth in the Deed.

3.12 Modifications, etc. Borrower hereby consents and agrees that Lender may at any time and from time to time, without notice to or further consent from Borrower, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm or corporation on its behalf or for its account, securing the indebtedness evidenced by the Loan Documents; extend or renew the Note or any other of the Loan Documents for any period; grant releases, compromises and indulgences with respect to the Note or any other of the Loan Documents to any persons or entities now or hereafter liable thereunder or hereunder; release any guarantor or endorser of the Note, the Deed or any other of the Loan Documents; or take or fail to take any action of any type whatsoever; and no such action which Lender shall take or fail to take in connection with the Loan Documents, or any of them, or any security for the payment of the indebtedness evidenced by the Loan Documents or for the performance of any obligations or undertakings of Borrower, nor any course of dealing with Borrower or any other person, shall release Borrower's obligations hereunder or affect this Assignment in any way. The provisions of this Assignment shall extend and be applicable to all renewals, amendments, extensions, consolidations and modifications of the Loan Documents and the Leases, and any

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and all references herein to the Loan Documents or the Leases shall be deemed to include any such renewals, amendments, extensions, consolidations or modifications thereof.

IN WITNESS WHEREOF, Borrower, intending to be legally bound, has executed this Assignment under seal as of the date first above written.

BORROWER:

EQR-BOURBON SQUARE VISTAS, INC., an
Illinois corporation

By: Qane R. Hahik

Title: Vice President

Attest: Jandra Harvey

Title: Assistant Secretary

Property of Cook County Clerk's Office

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STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, _____ the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Anne B. Haley, Vice President of EQR-Bourbon Square Vistas, Inc., an Illinois corporation, and Harvey, Asst. Secy Secretary of said corporation, 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 said instrument 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, and said Assistant Secretary then and there acknowledged that they as custodian of the corporate seal of said corporation, affixed the corporate seal of said corporation to said instrument as he 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 24th day of February, 1994.

Elaine M. Rust
Notary Public

ELAINE M. RUST
Notary Public, State of New York
No. 01882011663
Qualified in New York County
Commission Expires May 15, 1995

(SEAL)

My Commission Expires: _____

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EXHIBIT "A"

Schedule of Leases

Any and all leases affecting the Property, now or hereafter existing.

Property of Cook County Clerk's Office

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EXHIBIT "B"

BOURBON SQUARE APARTMENTS

PARCEL 1:

Parcel One of Bourbon Square, a Planned Unit Development of that part of the North 1/2 of the North East 1/4 of Section 2, Township 42 North, Range 10, East of the Third Principal Meridian, lying easterly of the easterly line of Illinois Route Number 53 (Hicks Road), said easterly line being a line 50.0 feet easterly of the center line of said road, together with the west 363.0 feet of the east 1472.20 feet of the north 416.0 feet of the South 1/2 of North East 1/4 of Section 2, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded October 17, 1977 as Document Number 24151597 and as amended by Plat of Correction recorded October 2, 1979 as Document Number 25174347, excepting from said Parcel One that part thereof conveyed to the County of Cook by Trustee's Deed recorded June 15, 1979 as Document Number 25006987, and also excepting therefrom that part thereof bounded by a line described as beginning at a point on the easterly line of said Illinois Route No. 53 which is 721.0 feet northerly, as measured along said easterly line of said road, of the intersection of the easterly line of said road with the south line of the North 1/2 of said North East 1/4; thence North 26 degrees 41 minutes 20 seconds East along the easterly line of said Illinois Route Number 53, a distance of 308.01 feet; thence South 63 degrees 13 minutes 13 seconds East, a distance of 171.63 feet to a point of curve; thence continuing easterly along a curved line, tangent with the last described course, convex to the south and having a radius of 256.75 feet, a distance of 81.33 feet, arc measure, to a point; thence South 12 degrees 23 minutes 22 seconds West, a distance of 162.64 feet; thence South 68 degrees 35 minutes 34 seconds West, a distance of 218.25 feet; thence North 63 degrees 13 minutes 13 seconds West, a distance of 146.14 feet to the place of Beginning, all in Cook County, Illinois.

PARCEL 2:

Rights and easements appurtenant to and for the benefit of Parcel 1, as created by Declaration of Covenants, Conditions and Restrictions made by First United Trust Company, an Illinois corporation, as Successor Trustee to Oak Park Trust and Savings Bank, a corporation of Illinois, as Trustee under Trust Agreement dated December 1, 1976, and known as Trust Number 7635 for Ingress and Egress, Use, Enjoyment, Maintenance, Repair, Replacement, Expansion, Extension and Relocation of Utilities over the "Property Described Therein", dated January 13, 1989 and recorded January 13, 1989 as Document Number 89021559.