() TH

. DEFT-01 RECORDING

\$41.00

T\$0012 TRAN 2747 02/24/95 11:07:00

: #1190 + AH X-95-130493

COOK COUNTY RECURDER

#### ASSIGNMENT OF RENTS AND LEASES



KNOW ALL MEN BY THESE PRESENTS, that SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for-profit corporation, whose address is 9101 South Exchange Avenue, Chicago, Illinois 60617 (the "Assignor"), in Consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto SOUTH CHICAGO BANK, 9200 South Commercial Avenue, Chicago, Illinois 60611 (hereinafter referred to as "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or cral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated at the street address shown below in the State of Illinois, legally described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Project Site"), including, without limiting the generality

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

Donna M. Shaw Schwartz & Freeman Suite 1900 401 North Michigan Avenue Chicago, Illinois 60611

Recorder's Box No. 57

STREET ADDRESS:

8640 South Chicago Avenue Chicago, Illinois

#### PERMANENT TAX INDEX NUMBERS:

20-36-423-026 20-36-423-027 20-36-423-062 20-36-423-033 20-36-423-034 20-36-423-035 20-36-423-036 20-36-423-037 20-36-423-038 35130492

( Property)

14 38.810

的图 50 001 001 001 001 001

TANGLE TRANSPORT TANGET STAFF

**的是**是一位在一种。 体型 全部社会

COOK THINKY WE CORDER

#### ASSIGNMENT OF RENTS AND LEASES

FROM PLD MEN BY FRENENTS, That SOUTH EAST ALCOHOL AND GROSS ALCOHOL AND GROSS ALCOHOL SERVER, an Illinois not for profit orporation, whore adar-as-is bigs Stoth Erchange Avenue, Thirote 10617 (the "Assignments, in consideration of the sum of ten pollars and other quood and valuable consuderation, the colpt and sufficiency where the tree worth vilages are trements beceby assign, transfer and sot over unto douth CHICAUO BANK, \$210 South Commercial Avenue. Charago, Himneis 50617 (percinciper referred to as the 'assignee's, ail right, title and interest of the Assignor in, under or nursunat to any and sold prosent of future leases of subleases, what her written or ore, or any lettings of possession of, or any agreements tog the est is occupanty of, the whole or any part or the real estate and tremines bernington described which the Assistant may have heretolore made or agreed to or may hereafter make a concret to, or which may be made as agreed to by the Assignee on her the powers hereisalter immage, recluding all amendments and supplements to and a gowale thereof at day time ande (collectively the "Luames"), related to that destain real estate situated at the street address want below in the state of Illinois, legally described to schedule I althorough hereto and made a part hereof and the improvements now or horsafter erected thereon (the "Project the denerality of including, without limiting

THIS INSTAUMENT WAS PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Donna M. Shaw Schwartz & Freeman Saite 1900 401 Notth Sichidan Avenue Whidago, Whinole 60811

Recorder's Rox No. 57

SIRET ADDRESS:

8640 South Chicago Avenuer Chicago, Illinois

PERMARENT TAX INDEX NUMBERS:

3213040

foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents, royalties, contract rights, security deposits, minimum rents, additional rents, percentage rents, storage space facilities rents, late fees, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the Project Site together with any and all rights and claims of any kind which Assignor may have against any obligor under any of the Leases or any subtenants or assignees thereof, or any occupants of the Project Site and all other sums due or which may hereafter become due under or by virtue of the Leases.

This Assignment is made and given as collateral security for, and shall secure (1) the payment in full of all principal of and interest on that certain Secured Promissory Note (the "Note") of the Borrower dated or even date herewith, made payable to the order of the Assignee in the tace principal sum of \$800,000.00 expressed to bear interest prior to maturity, and after maturity until paid, as set forth in the Note, ((1)) the performance of all obligations, covenants, promises and agreements contained herein or in (a) that certain Mortgage, Assignment of Rents and Leases and Security Agreement dated of even date herewith from the Assignor to the Assignee (the "Mortgage"), conveying and mortgaging the Project Site as security for the Note and (b) all other documents defined as Loan Documents in said Mortgage, (211) the performance of all obligations, covenants, promises and agreements contained herein and any and all other indebtedness intended to be secured thereby, and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security therefor or any rights of the Assignee in connection therewith, including this Assignment (the Note and the other indebtedness, obligations and llabilities referred to in clauses (i), (ii), (iii) and (iv) arous being hereinafter collectively referred to as the "indebtedness hereby secured").

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or

the course of tight, title and interest of Analymer in and to all the roots (conclust jaxed or contingen), earnings, respect rents, sayaities, conform toots, confident contingents, storade epoce far additional conts, postational conts, postation test, controlled epoce factificity rents, additional conts, postation test, or area and inquanted, they are interested to contributions, if the fear y rents and inquisited dampers following that the exertises of the Lawrence for the exertises of the Lawrence the exertises of the Lawrence the exertises of the same problem and any postay of in the exertises, and all property payable under any postay of and and are area of the feature that the control of the feature of any and all tights and clare the feature for any sold on any have assigned the any militer under thy of the feature of any sold of the end of the exertises of any and all tights or any acceptance of the feature of any one of the leases there are due or which may necessar become due under or ty victue of the beases.

This Antimoment is made and given as collateral security for, and shall secure (1) the payment in full of (1) principal of and interest on that entitle Secreted Produces and the The "Note") of the Kourower asteen if even date becomits, some bayes (o to the order or the Assignment in the face principal sum of \$800,000.00 expressed to mean interest prior to materify, and siren materity until paid, as set forth or thought, ((1) the resonne of all obligations, coverants, promises and a research of all obligations, cortain writings, Assignment of Bents and Deases and Security Agreement dates to even date between the Austron the Australia to the Assignee tine "Mortgage"), (corresing and mortgaging the freject site of summeries for the Metraed (ii) all other deminente defined as foun became of a said Mertonge (1919) the performance of all obligations, comment of processes and agreements contained herein and any and all other inaubtedness intended to be secured thereby. and tive the payment of all expenses and charges, logal or otherwise, paid of lacutred by the Assignee in realising apon of protocting the counterness reserved to in the foregoing clauses (1), (11) and (13) or any security therefor or any routes of the asyngness in Jonnartion therewith, including this Assugatest (the Mote and the other indebtedness, obligations and brabilities velormon to in clauses (1), (11), (111) and (1v) above being hereinalter collectively referred to as the "indebtedness hereby

The Assignor does hereby irrevicably countitute and appoint the Assignor the Assignor with full power of substitution for Assignor and in Assignor's name, place and all substitution for Assignor and in Assignor's name, place and all substitution for Assignor and in Assignor's total discount country and give acquittance for any and all sums due or to become comprosise any limit therefore full power to sentle, adjust unand to anthre the name of the Assignor on all commercial paper given in payment or in pair payment thereof, and in the Assignor's ansertion to file any claim or take any other action or

proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby. Assignee's power under this Assignment shall be coupled with an interest and shall be irrevocable until all the indebtedness hereby secured is paid in full.

The Assignor warrants to the Assignee that the Assignor has good right to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become the and which are intended to be assigned hereunder.

This Assignment includes and establishes a present, absolute and primary cransfer and assignment of all rents, earnings, income, issues and profits of the Project Site, but so long as no Event of Default shall exist under the Note or the Mortgage and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the Project Site and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage, whether before or after the Note is declared due in accordance with its terms or under the terms of said Mortgage and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Project Site hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Project Site together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants,

Proceeding, Bitcor in the Assignment rame or in the came of the assignment of clingwide, which the Assignment may deem necessary or algrept atm to the clingwide, and presents, the right, tills and interest of the Cessiones in and interest of the Cessiones in an accurity interests to be attended nearly assignments are assignments and the courses with a second and the inverse on the antition to the accurate and the inverse only on the secured is paid in full.

The Analytest varrants to the Ansignes that the Assignor has not good right to make this Assignment and that the Assignment has not before the elements of heart the elements of the elements and other man are or which may hereafted become due and which are intended to be assigned beseaver.

This American cocludes and establishes a present absolute and pricesty transfer and assignment of all rents, earnings, income, ranes end profit of the graph of all rents, earnings, income, ranes end profit of the graph of locality shall exact which by lapse of time or service of notice, or both, has no weakt been as no event of detail transfer, the Assigner shall have the right and locense in collect, use and enjoy all rests and allow each of become our under and by virtue of any tests and they respectively become due.

The Assign or hereby trovocable consents to and authorizes and directs that the terint or often obits or under any dease upon demand and notice from the Assignes of the Assignee's right to tempter sums to ten Assignee's visit pay nuch rents and other sums to ten Assignee's without any obligation on the part of such recant occuber notification to the part of authorized the actual existence of my network or event of the difference of the Assignee's right to recent of the exist for the heterotest or either to the solution and recent or other sums and constant, the Assigner to the constant or other authorized or other authorized or other authors or other authors.

with me limiting any legal rights of the Assignme as the gradies of the frate, then some and profits of the Proporty XXX610edb Site and the surfacement thereof, Assignor agrees that in the event of details under said Mortgage, whether before or after the Note is destinant one in accordance with its terms or under the terms of said Mortgage and whether before or after satisfaction of any requirement of the lapse of time or the diving of notice or both on wetch acceleration after default may be condicioned, the hastquee may, at its option. (i) take actual possession of the Project Site hereinabove described, or of any part thereof, personally or by agent or erroraby, as for condition proken, and with or without force and with or without proceed of inv, enter upon, take and maintain phasemains of all or asy part of said Project Site together with will bruments, books, records, papers and atcounts relating thoreto, and exclude the Assigner, its agents or servants,

therefrom and hold, operate, manage and control the Project Site. and at the expense of the Project Site, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Project Site as may seem judicious, and pay taxes, assessments and prior or proper charges on the Project Site, or any part thereof, and insure and reinsure the same, and lease the Project Site in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in such case have the right to manage and operate the said Project Site and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the Project Site, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof. In addition, Assignor's rights to use the Rents shall terminate and any Rents then or thereafter coming into Assignor's possession are to be held in trust by Assignor for the benefit of Assignee and immediately delivered to Assignee; thereafter, Assignor shall have no rights to use the Rents without written consent of Assignee. Immediately upon demand by Assignee, Assignor shall deliver to Assignee the originals of the Leases, with endorsements and/or other specific appropriate assignment thereto to Assignee, which endorsement and/or assignment shall be in form and substance acceptable to Assignee. Assignee, then or at any time or times therecaler, at its sole election, without notice thereof to Assignor, and without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Assignee, and Assignee (in its name, in the name of Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Assignor, immediately upon demand by Assignee, irrevocably small direct all obligors of the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Assignee.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the payment of all proper charges and expenses including the just and reasonable costs of Assignee, its respective attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Project Site and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any

thorntrom and sold, operate, wanesy and costrol the Project Site, and of the extense of the Project Wile, from tome to fine, course to to an in the time cancer of proper contains, recommended in the same east and granemayoright but administrated , and filthe unneithristin inference Dan admanagements (roughly of the entry bar and entry of the entry to be the theory of prior it iroper inalges on the Project Alle, or my part thereof, and some and evidence the commercial the Property of the Property and such pares and cor such times and one such terms as Appliqued may deem tit, in ituited Horses for tores capitain beyond the materity of the indubtances socured by said Metgane, and cancel any sease or subtense for any course or an any amound which would entirly the or ridges with even even done or one was oids table of scoperak manager and perater the eard propert site and to covey on the ngo (mesk tiorrot he the Assigned Shaki deem proper of til with or without taking possession of the frequent ofte, Aseigian may proceed to enforced of an oak mans like tention that an activities of the come due the read lost and by the detrig Austrana Shirls not be Maked A mout pages midal) to midiance a suspend or beautiful or her a second of thible the any collections of Assistant arising three under or in respect shormof. In addition, Assignor's rights to use the Bents and Lerminite and may bents then of theresited coming later Assignor's to different red and accordingly by the a rest for he was made and Australia complexe and their verteb violations the earlier Akaignor shall have no rights to see the Read a without written convent of Assigned. immediately by a domain by assignou, Assignor shall deliver to Assignee the diginals of the Loanes. appropriate ordersements and errormer appealed syldence assignment thereto to Assigne Would endschement and/or assignment shall be it form and substance acceptable to Austgase. Ansignue, then or at any time of these thereather, at its sole election, without no commerce to Assignor, and without tasing presention of the mertiaged Fullerty, may notity any or all of the obligors unique the leases that the Leases have been abstitued to Assignee. and Assigned it to the come of Assignor or the food sames) may direct oild onliques thereather to make all prometts due to me trem and the teases after the Australia and Assigner, ismediately uses demand by Assigner, irrevocably shall direct all time improve then and thereafter to make all payments then and thereafter due from them under the Leases directly to ASSIGNOSE.

Any stas fedelued by Assignee ender or by virtue of this assignment shall be applied to the payment of or on account of the following in such other and menner as Assignee may elect:

(2) to the psyment of all proper charges and expenses including the just and reasonable costs of Assigner, its respective afterneys, agents, rierks, servants and others employed in contraction with the operation, management and control of the project Rice and the conduct of the numbers thereof and, if the Assigner chilinger, to the establishment of a reserve which shall he sufficient in Assigner's judgment to indemnity it against any

liability, expense, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

- (b) to the payment of any sum secured by a lien encumbrance upon the Project Site;
- (c) to the cost of completing any improvements being constructed on or about the Project Site; and
- (d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The monner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and procits of the Project Site.

Within fifteen (15) days after written demand therefor by Assignee or as required by the terms of the Mortgage, Assignor shall deliver to Assignee, in form and substance acceptable to Assignee, a detailed rent roll of all the Leases and such other matters and information relating thereto as Assignee may reasonably request, certified by the chief financial officer (or general partner) of Assignor.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligar under a Lease. Assignor has not and shall not enter into any lease for Project Site or any portion thereof without first obtaining the written consent of Assignee to the terms thereof or receive or collect any of the Rents for a period of more than one month in 47 advance (whether in cash or by promissory note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents; and Assignor shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any material obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein.

cabliffy, expense, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

the to the payment of any sum secured by a lien or encumbrance upon the Project Site:

(c) to the cost of completing any Japrovamants being constructed on or about the Project Sites and

(d) to the requestion of the indebseuners hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The emercial of application of such come and the items which chart he credited of paid out of same shall be wished the sole dorest of acceptance of acceptance the sole and mobiled become contained abali obliqued associated to year any such sums for a purpose other than reducing the indobtedness hereby secured unions it shall be subrequied to any ties discharged out of the rents, income and profits of the freject set.

Within filteen 11% days after written demand therefor by Assignes of an required by the tear of the Martgage, Assigner she it of the Martgage, Assigner and the item to Assignee, and the rest of the leader and substance acceptable to matters and information relating thereto as Assignee may reasonably request, certified by the Class floancial officer (or general partner) of Assigner.

The Assigner hereby forther wenants that the Assignor will ured request of the Assignee execute and deliver such furthor igor camenty and its and pertorm such other acts and thirds as the Acresques may reasonably deem necessary or appropriate to more effertively vest in and secure to the Assignee the rights and rents which are intured to be assigned to the Assignee hereunder. Assignor irrory andy waives any right it now or hereafter may have to offer any claim or liability owing from it to any oblique on a Lease against sums due or to become due from such oblique under a lease. Assignor has not and shall not enter into any lease for respect site or any portion thereof without tiret obtaining the ariften consept of Assinner to the terms thereof or seculve or collect any of the Reals ton a jeriod of more than one month in advance (whether in cash or by promissory note), or pladdo, transfer, nortalle of otherwise decimber of assign future payments of any of the Repus; and Assignor shall not waive, excuse, condone, discount, set oft, compressive of in ear manner release on discharge any obligar thereunder, of and from any meterial obligations; covenance, condicions and agreements by said obligor to be kept. observed and performed, including the obligation to pay the ropts thereunder, in the manner and at the piace and time specified there's n.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Project Site is located, not to further assign or encumber its rights under the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

Anything contained elsewhere in this Assignment to the contrary notwithstanding, Assignor covenants and agrees that it will not, without the prior written consent of Assignee, terminate any Lease or amend or modify same in any respect and that any of such done without the prior written consent of Assignee shall be null and void.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Project Site by the Assignce be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, 12 being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. The Assignee shall not have any liability to Assignor or any one for any action taken or omitted to be taken by it hereunder, except for its gross negligence or willful misconduct. Should the Assignee incur any expense, liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoaver which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate applicable to the Note at the time of incurrence shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand, provided that Assignor's obligation to so pay shall survive payment of the indebtedness hereby secured and the release of this Assignment.

Assignor hereby agrees to indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense which Assignee may or might incur by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason of or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Assignor, but not

Assignor increases and agrice to obtain and perform all of the obligations imposed on transer in the object and not to do or permit if he done anything to open the security object, not to assist any object of any object or and conditions less that satisfactory to the issue that the transer of the object of the security and the free and the condition of the object of the condition of anomalor its condition of the object of the object

Anything satisfied elsewhere to this Assigner to the contrary rational state of the vill only satisfied, Assigner covenants and excess that if vill only satisfied the ration respect of Assigner, instinate any bears or smend or modify sate in any respect sod that any of such disa without the prior written ornsent a Assignee shall be null and void.

the acceptance by the Assignee of the darignment, with all of the rights, gowers; privaleges and antactly so created, shall not, pages to metal of enand taking of action physical possession of the panject atto by the Assignes, be decided of constitued to constitute notheride at mortileque in possible for nor impose any obligation what coever eren the assigner, it being understood and agreed that the Assignee here but hereby dedectake to pertore or discharge May obligation, duty or Harility of the Lamilord under any Leares or under or by reason of this estimant. The Assignes whall not have any limbality to a sign of any one for any action taken or omitted to be taken by it bereinder, except for its quosa negligence of kills, wiscendict. Thould the Assignee incut any ains to nower yet or tolog engage to each translate to annie to annie to annie to tologo or by reason of this Askidement of the and action 1980 and the year during personder of to detense energes ony claim or demand whatsnever which may be asserted ogains the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable arterneys' fees, together with interest thereon at the Detault Rate applicably to the Nove of the time of incurrence shall be secured by this American and by the Moragage, and the Assigner shall selmburse the Assigner therefor immediately upon demand, provided that Assidior's obligation to so pay shall survive payment of the indebtedness hereby secured and the release of this Assignment.

Assignor hereby agrees to indemsify and note Assignoe barmless of, from and against any and all liability, loss, demage in expense which Assignee may or might incor by thouse of this Assignment, or for any action taken by Assignee hereunder, or by reason of or in defense of any out all claims and demonds whatsoever which may be asserted against Assignee arising out of the Leases, including, but witsout lighteiter thereto, any claim by any obligor thereunder of credit for cental paid to and received by Assignor, but not

delivered to Assignee, for any period under any of the Leases more than one month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including attorneys' and paralegals' fees and expenses) shall be payable by Assignor immediately without demand, shall bear interest at the Default Rate set forth in the Note from the date of Assignee's payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

Until the indebtedness secured hereby shall have been paid in full, Assignor will, upon Assignee's request, deliver to Assignee executed copies of any and all future Leases, and hereby covenants and agraes to make, execute and deliver unto Assignee upon demand and at any time or times, any and all specific assignments thereof that the Assignee may reasonably deem to be advisable for carrying out the true purposes and intent of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Note, Nortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suits to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Project Site after any foreclosure sale.

Every provision for notice, demand or request required in this Assignment or by applicable law shall be deemed fulfilled by written notice, demand or request personally served on (with proof of service endorsed thereon, or mailed or sent by a recognized nationwide commercial courier, to, as hereinafter provided) the party entitled thereto or on its successors or assigns. If mailed, such notice, demand or request shall be made by certified or registered mail, return receipt requested, and deposited in any post office station or letter-box, enclosed in a postage paid envelope addressed to such party at its address set forth previously or to such other address as either party hereto shall

delivered to ansignee, for any period under any of the Leases more than one mouth in advance of the due date thereof. Should Assignee incorporation of tablicary, damend of expende, the emount thereof find and tablicary of damend of expendent their finiting abterneys and parameters feel feel and expendent shall be payable by Assign to the force in the Moto trow the date of any erect of the table that and the date of Assignments payment thereof until repaid to Assignment and shall be secured hereby and by the Mototagage.

Until the retribendages suchered becaty shall have been paid to tuil, Assignor will, upon Assignments request, follow to Assignment evecuted express it any one all inture beauts, and termby covenants and hyress to make, execute and deliver onto Assignments tomassisting and at one in the transfer may and all epocitive assignments thereof that the Assignment carrying out the transfer may reasonably owen to be advisable for carrying out the transfer may reasonably owen to be advisable for carrying out the transfer may reasonably oven this assignment.

The rights and remedies of the Assi, we in term of but are in addition to anticipits of secondary to or in ten of but are in addition to anticipits of smedies which the Assignee shall have the the said 4 to, Mortuage of any other instrument or downwent of onder applicable is and the contained the court of a said sample of any rights and samples note to contained shall met be deemed a waiter of any other rights or comedies of Assign, which we have neighbored above or otherwise, each at the off which may be exercised and common Assignee doems it in its interest to do so. The rights and comodies of the Assignment is exercised from time to the failure of the assignment for each construct of the tank, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be constructed or desimed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereander or to exercise any of the rights or powers is rect to the Assignee and it the rights or powers by law, extent not the hereto tross and after the filling of any suits to foliotions the lien of the Mortgage, including any period allowed by law to the redemption of the Project Site after any foreciseure sale.

Assignment of the applicable law shall be doesned in this assignment of the applicable law shall be doesned withited by written notice, demand or request personilly served in (with proof of solving endersed freedom, or mailed or sent by a resoquined particle commercial courier, to, as hereinatter provided) the saftly of itled thereto or on its successors of sasigns. If mailed, such notice, domand or request shall be made by corrilined or request shall be made by corrilined in any past office attains or intervious, and deposited in any past one-lope andressed to such party at its address set forth proviously or to such other address as either party hereto shall

# 3513049;

#### **UNOFFICIAL COPY**

direct by like written notice and shall be deemed to have been made on the fifth (5th) day following posting as aforesaid. If sent by commercial courier, such notice, demand or request shall be deemed to have been made on the first (1st) business day after delivery to the courier.

Assignor, in order to induce Assignee to accept this Assignment and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, HEREBY WAIVES TO THE EXTENT PERMITTED BY LAW, PERSONAL SERVICE OF ANY AND ALL PROCESS UPON ASSIGNOR AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY CERTIFIED OR REGISTERED MAIL DIRECTED TO ASSIGNCR AT 9101 SOUTH EXCHANGE AVENUE, CHICAGO, ILLINOIS 60617, ATTENTION: GREGORY R. ZYVERT, EXECUTIVE DIRECTOR (OR SUCH OTHER ADDRESS AG ASSIGNOR SHALL SPECIFY BY WRITTEN NOTICE TO ASSIGNEE) AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE CIRCUIT COURT OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS. ASSIGNOR WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION WHICH THE ASSIGNOR MAY HAVE BASED ON IMPROPER VENUE OR FORUM NOR CONVENIENS TO THE CONDUCT OF ANY PROCEEDING INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

This Assignment shall be assignable by the Assignee in conjunction with an assignment of the Note and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and it any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. This Assignment shall be governed by the law of Illinois.

Dated as of this 30th day of January, 1995.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

ASSIGNOR:

SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois notfor-profit corporation

Name: Gregory R Zyvert Its: Executive Director

directing tion stitled but, a and that he seemed to have been made on the filth (Stb) day leignwind pasting as afgresaid. If sont by commercial courter, such motive, descend or removed shall be deemed to have been made on the lirst tist) business day after deligary to the courter.

Assignment and for older to induce Assigner to accept this society and for older good and valuable consideration, the society and out for observe society as browneds, deserve as for the control of the

This has passent shall be assigned by the Assignee in provision with an assignment of the Mote and all of the terms and provisions hereof shall be bigding area and there so the becelft of the respective executive, adelotateators, legal representatives, governments and overland of the parties hereto. All provisions hereof are securable and it any provisions hereof shall be invalid or accurate cours, its validity and entercoability of the remaining provisions refer that the government to be described that the law of illinois.

Dated as of this 30th day of January, 1995.

in withhes wherene, the undersigned have caused these presents to be signed as of the day and year first above written.

ASSIGNOR:

SOUTH RAIT MICORDI AND DRUG ABBSE CENTER, an illinois notfor-profit corporation

> 95 ic. c. (11 ... tp. 10 f., Mile 1.... Rame: - Orespir y/6, f. tyvest Item: - Executive Disputor

> > Я

Its: President

Property of County Clerk's Office

DM6\72075\8039\ASSRENT8.2 012795-1042am

Some Minds of the Managed Co.

O TODO COOK COUNTY CLERK'S OFFICE

32133-73

partina en Partina <mark>Albertan de la composition della composition d</mark>

STATE OF ILLINOIS ) ) SS.
COUNTY OF COOK )  The undersigned, a Notary Public in and for said County, in
the State aforesaid, DOES HEREBY CERTIFY that GREGORY R. ZYVERT,  the Executive Director, President and Secretary respectively of SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER, an Illinois not-for- profit corporation, are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary
act of SOUTH EAST ALCOHOL AND DRUG ABUSE CENTER for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal thisday of January, 1995.
Ox
Notory Public
My Commission Expires:
11/17/96
Control Contro
မှာ ယ
□ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
95139493

	STATE OF LLWINGIS ) 1 SS. COUNTY OF COOK )
Fublic in and for said County, L. V. CERTIFY thet. GREGORY R. ZYVERT	the State aforesaid, nows HEREB
and some espectively of the confidence of the trace and volumented as the trace and volumented of the confidence of the	The transfer of the properties of the properties of the properties of the transfer of the tran
Notating Shak tolk	GIVER index my hand and January, 1995.
ty Wantsuion Expless:	
	OUNTY COPY'S
	COPPE CO

THE STATE OF THE S

#### SCHEDULE I

#### LEGAL DESCRIPTION

LOTS 51 TO 66, BOTH INCLUSIVE, IN BLOCK 4 IN LINCOLN SUBDIVISION OF THAT PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING NORTH AND EAST OF THE LAKE SHORE AND MICHIGAN SOUTHERN RAILWAY COMPANY'S RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX INDEX NUMBERS: 20-36-423-026

20-36-423-027

STREET ADDRESS:

20 20-36-9--20-36-423-030 20-36-423-038 8640 South Chicago Avenue Chicago, Illinois o reag.

Out the contraction of the contraction of

#### SINGLULE 1

#### LEGAL BESCHOPPION

TUTS SI TO 06, BUEL INCLUSION. IN BESCH A TH CLÉBOLN SUBBLYISION OF THE TEAT PART OF FEE SCHEEF! LA OF SECTION 16, TOASSHIP IN NOSTH, HANGE 14 FORT OF SHUR BRIDGE PRINCIPAL MERIDIAN, IN COOR COUNTY, ILLINOIS, LRING MORTH AND EAST OF THE LASE SHORE AND MICHIGAN SOUTHERN NAILWAY COMPANY'S RIGHT OF WAY, IN COOR COUNTY, ILLINOIS,

PURNANERT TAX INDEX NUMBERS: 20-36-423-026
20-36-421-062
20-36-421-062
20-36-421-034
20-36-421-036
20-36-421-036
20-36-421-036

STREET ADDRESS:

Sect Jouth Chicago Avenue Chicago, Illinois

Structure.