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COOK COUNTY RECORDER

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

King & Spading
120 West 45th Street
New York, New York 10036
Attention: Eileen F. Brumback, Esq.

COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS

This COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS (this "*Collateral Assignment*"), dated as of this 18th day of June, 1997, from AP RIVER CITY LLC, a Delaware limited liability company, having an office at 2 Manhattanville Road, Purchase, New York 10577 ("*Assignor*") to GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, having an office at 292 Long Ridge Road, Stamford, Connecticut 06927 ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into a Loan Agreement, dated as of June 18, 1997 (as at any time amended, modified or supplemented, the "*Loan Agreement*"), pursuant to which Assignee has agreed to provide a term loan in the stated principal amount of Thirty-Three Million Dollars (\$33,000,000.00) (the "*GECC Loan*") to Assignee;

WHEREAS, the Loan is secured by, among other things, that certain Security Agreement and Pledge of Collateral Loan and Collateral Loan Documents (the "*Pledge Agreement*"), between Assignor and Assignee, dated of even date with the Loan Agreement; and

WHEREAS, Assignor and Assignee have agreed that, as security for the GECC Loan, Assignor shall execute and deliver to Assignee, pursuant to the terms of the Loan Agreement, this Collateral Assignment.

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2

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor does hereby collaterally assign and transfer unto Assignee, and grant to Assignee a security interest in, pursuant to the Loan Agreement, all of Assignor's right, title and interest (such right, title and interest shall hereinafter be collectively referred to as the "*Interest*") in and to (i) that certain mortgage and other documents, more particularly described on Exhibit A attached hereto and made a part hereof, and all amendments, modifications, renewals, additions and changes to such documents (collectively, the "*Recorded Documents*") and (ii) all other loan documents, agreements and instruments evidencing, securing or relating to the Collateral Loan (hereinafter deemed), including without limitation those documents and instruments identified in the Loan Agreement and all other assignments of leases and rents, liens, security interests and agreements and financing statements, and release instruments and other instruments recorded in the public records of the jurisdiction(s) in which the Recorded Documents are recorded or any other public records (the "*Other Recorded Documents*"). The Recorded Documents encumber the property (the "*Project*") more particularly described or referenced in the Recorded Documents and/or set forth on Schedule 1 attached hereto and made a part hereof.

TOGETHER WITH the notes or obligations (collectively, the "*Notes*") that evidence the indebtedness secured by the Recorded Documents (the "*Collateral Loan*") and, subject to the terms and conditions set forth herein, the monies due and to become due thereon, with all accrued interest thereon.

TOGETHER WITH all other documents, agreements, instruments, properties or other interests (collectively the "*Other Documents*") evidencing, securing or relating to the Collateral Loan, including without limitation (1) pledge agreements, guarantees, security agreements, regulatory agreements, real estate purchase and sale agreements indemnity agreements, loan agreements, assignments of management agreements, assignments of stock or partnership units or any other document, agreement or instrument under which legal rights or obligations are created or exist; (2) all tax and insurance escrows, other escrows, certificates of deposit, other deposits, accounts, and letters of credit; (3) all title, fire, casualty, flood hazard or other insurance policies; and (4) all performance bonds, demands, causes of action, proofs of claim and judgments, claims and actions against borrowers, guarantors or others and any collateral arising out of, executed and/or delivered with respect to the Collateral Loan.

TOGETHER WITH the proceeds of the Collateral Loan, Recorded Documents and Other Documents.

TO HAVE AND TO HOLD UNTO ASSIGNEE, its successors and assigns forever, subject to the following terms and conditions:

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1. Capitalized terms not otherwise defined herein shall have the meanings assigned to those terms in or by reference to the Loan Agreement. Reference is hereby made to the Loan Agreement for all purposes, and the Loan Agreement is further incorporated herein by reference for all purposes.

2. This Collateral Assignment is made: (a) pursuant and subject to the terms of the Loan Agreement and the Pledge Agreement; and (b) as security for the payment and performance of all of the obligations of Assignor to Assignee under the Loan Agreement and the other GECC Loan Documents. Nothing in this Collateral Assignment shall constitute an assumption of any obligation by Assignee under the Recorded Documents or the Other Documents. Assignor shall continue to be liable for all obligations thereunder to the same extent as though this Collateral Assignment had not been executed.

3. It is the intention of Assignor and Assignee that this Collateral Assignment shall constitute a Security Agreement and Financing Statement within the meaning of the Uniform Commercial Code of the State in which the Project is located. Pursuant to the provisions of the Uniform Commercial Code, Assignor hereby authorizes Assignee, without the signature of Assignor, to execute and file financing and continuation statements if Assignee shall determine, in its sole discretion, that such financing or continuation statements are necessary in order to preserve or perfect Assignee's security interest in the Interest covered by this Collateral Assignment, and Assignor shall pay to Assignee, on demand, any reasonable expenses incurred by Assignee in connection with the preparation, execution and filing of such statements that may be filed by Assignee.

4. All payments under the Notes or any of the Recorded Documents or Other Documents shall be applied as provided in the Loan Agreement; and the obligor under any such Notes shall continue to make all such payments to Assignor, and such obligor may rely conclusively on the authority of Assignor to make all decisions, take all actions and exercise all rights that can be made, taken or exercised, until such obligor is given different written notice by Assignee, of the occurrence of an Event of Default, pursuant to the terms of the Loan Agreement or the Pledge Agreement, or by court order.

5. (a) Assignor hereby irrevocably constitutes and appoints Assignee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name effective only as long as an Event of Default is continuing, for the purpose of carrying out the terms of this Collateral Assignment and the other GECC Loan Documents, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or appropriate to accomplish the purpose of this Collateral Assignment and the other GECC Loan Documents, and, without limiting the generality of the foregoing, Assignor hereby grants Assignee the power and rights on behalf of Assignor (subject

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to all of the terms and conditions imposed on the Assignor pursuant to the Purchase Agreements), without notice to or assent by Assignor, to do the following:

(i) During the existence of any Event of Default, in the name of Assignor or in its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances, or other instruments for the payment of monies due under, or with respect to, any Recorded or Other Documents, and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Assignee for the purpose of collecting any and all such moneys due or with respect to the Recorded or Other Documents whenever payable; and

(ii) During the existence of any Event of Default, (A) to direct any party liable for any payment under any Recorded or Other Document or other instrument, promissory note or other document related to the Project to make payment of any and all monies due or to become due thereunder directly to Assignee; (B) to ask or demand for, collect, receive payment of and receipt for, any and all monies, claims, and other amounts due or to become due at any time in respect of or arising out of any Recorded or Other Document or other instrument, promissory note or other document related to the Project; (C) to sign and indorse any drafts against debtors, assignments, verifications, notices, and other documents in connection with any Recorded or Other Document or other instrument, promissory note or other document related to the Project; (D) to defend any suit, action, or proceeding brought against Assignor with respect to any Recorded or Other Document or other instrument, promissory note or other document related to the Project; and (E) generally, to sell, transfer, pledge, and make any agreement with respect to or otherwise deal with any Recorded or Other Document or other instrument, promissory note or other document related to the Project as fully and completely as though Assignee were the absolute owner thereof for all purposes, and to do, at Assignee's option and Assignor's expense, all acts and things which Assignee deems necessary to protect, preserve, or realize upon the Recorded or Other Document or other instrument, promissory note or other document related to the Project and the security interests of Assignee therein and to effect the interest of this Collateral Assignment and the other GECC Loan Documents, all as fully and effectively as Assignor might do.

6. This Collateral Assignment shall be governed by, and construed in accordance with, the laws of the State in which the Project is located without regard to principles of conflicts of laws, except that the laws of the State of New York (without regard to principles of conflicts of laws) shall govern the resolution of issues arising under the Loan Agreement to the extent that such resolution is necessary to the interpretation of this Collateral Assignment. Whenever possible, each provision of this Collateral Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Collateral Assignment shall be unenforceable or prohibited by or invalid under applicable law, such provi-

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5

sion shall be ineffective to the extent of such unenforceability, prohibition or invalidity, without invalidating remaining provisions of this Collateral Assignment. Upon the occurrence of any Event of Default, Assignee shall have the right to exercise any remedies available to it under the Uniform Commercial Code of New York in connection with this Collateral Assignment, and when Assignee is realizing or attempting to realize upon the Notes, Recorded Documents or the Other Documents, Assignee shall also have the right to exercise all of the remedies available to it under the Uniform Commercial Code of the State in which the Project is located.

7. Assignee's mailing address and the address from which information concerning its security interest may be obtained is:

General Electric Capital Corporation
GE Capital Realty Group, Inc.
2 Bent Tree Tower
16479 Dallas Parkway, Suite 400
Dallas, Texas 75248
Attention: _____
Telecopy Number: _____

and

General Electric Capital Corporation
292 Long Ridge Road
Stamford, Connecticut 06927
Attention: Paul C. Munding, II, Esq.
Telecopy Number: (203) 357-4203

8. Upon payment in full of the GECC Loan, or upon satisfaction of all of the Recorded Documents, this Collateral Assignment shall become null and void and of no further force or effect. At the request and sole cost of Assignor, Assignee will thereafter execute and deliver to Assignor a proper instrument or instruments acknowledging the satisfaction and termination of this Collateral Assignment (including, without limitation, appropriate UCC-3 termination statements, terminating any financing statements as may have been filed to perfect the security interest created hereby), and will duly assign, transfer, and deliver the Interest to Assignor, without recourse and without any representation or warranty, express or implied.

9. The liability of Assignor hereunder is subject to the limitations set forth in Section 12.1 of the Loan Agreement as if incorporated herein in full.

10. If there shall be any inconsistencies between the terms, covenants, conditions and provisions set forth in this Collateral Assignment and the terms, covenants,

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6

conditions and provisions set forth in the Loan Agreement, then the terms, covenants, conditions and provisions of the Loan Agreement shall prevail.

11. With respect to both existing and future Recorded Documents and Other Documents, Assignor hereby agrees to execute and deliver such additional assignments and other documents as Assignee may reasonably request in order to implement the purpose and intent of this Collateral Assignment.

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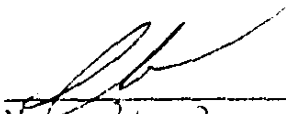
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IN WITNESS WHEREOF, Assignor has executed this Collateral Assignment on the day and year first above written.

AP RIVER CITY LLC

By: Kronos Property Inc.,
its Manager

By:


Name: Peter Braverman
Title: Vice President

[CORPORATE SEAL]

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

On June 16, 1997, before me, Peter Braverman, personally appeared of AP River City LLC personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in their authorized capacity, and that by his/her signature on the instrument the entity upon behalf of which such person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Donna Catwell*

(This area for official notarial seal)

DONNA CATWELL
Notary Public, State of New York
No 01CA5051280
Qualified in Westchester County
Commission Expires Nov 6 1997

[My commission expires: _____]

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EXHIBIT A

(the Primary Recorded Documents)

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Recorded Documents

Mortgage dated December 1, 1983 and recorded December 21, 1983 as Document Number 26904845, made by American National Bank and Trust Company of Chicago, as Trustee under Trust Number 57276 and 59097, to Developers Mortgage Corporation, to secure an indebtedness of \$26,904,845.00 and recorded January 3, 1984 as Document Number 26915142 in the land records of Cook County, Illinois (the "*Official Records*"), and consolidated and modified with mortgage Document Number 86216010 in the Official Records, by Document 86216011 in the Official Records and further modified by second modification agreement recorded June 4, 1986 as Document Number 86223808 in the Official Records, and further modified by third modification agreement recorded June 19, 1986 as Document Number 86250993 in the Official Records, and assigned to Security Pacific National Trust Company (New York) as Trustee, by Document Number 86253077 in the Official Records, and assigned to the Secretary of Housing and Urban Development, Washington, D.C. by Document Number 87651488 in the Official Records, and assigned to 800 South Wells Property LLC by Document Number 97074532 in the Official Records, and further assigned to IPLP Inc., by Document Number 97073416 in the Official Records, as amended by supplemental assignment from 800 South Wells Property LLC, to IPLP, Inc., recorded March 25, 1997 as Document Number 97204418 in the Official Records, as modified by fourth modification recorded April 1, 1997 as Document Number 97221924 in the Official Records, and assigned to AP River City LLC, by IPLP, Inc., recorded April 1, 1997 as Document Number 97221925 in the Official Records.

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SCHEDULE I

(the Project)

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EXHIBIT A

River City
Chicago, Illinois
No. 071-32105

Legal Description

This part of Block 85 and 86 in the School Section Addition to Chicago, being a Subdivision of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian and the Filled Old Channel of the South Branch of the Chicago River all taken as a tract and described as followed:

Commencing at the intersection of the East line of Block 86 aforesaid, and the South line of West Polk Street, being also the North line of Block 86, aforesaid; thence North 89 degrees 53 minutes 33 seconds West along the South line of West Polk Street 10.00 feet to a point on the West line of South Wells Street (said West line being drawn 10.00 feet West of and parallel with the aforementioned East line of Block 86) said point being the point of beginning of the tract hereinafter described; thence South 0 degrees 03 minutes 37 seconds East along the West line of South Wells Street aforesaid, 674.00 feet, thence North 89 degrees 55 minutes 45 seconds West, 315.078 feet to the East line of the South Branch of the Chicago River as established by ordinance passed July 8, 1926; thence North 5 degrees 26 minutes 15 seconds West along the East line of the South Branch of the Chicago River aforesaid; 179.644 feet to its point of intersection with the Southwesterly face of the dock as it existed prior to July 8, 1926; thence North 17 degrees 31 minutes 24 seconds West along the East line of the South Branch of the Chicago River aforesaid; 39.09 feet; thence North 4 degrees 27 minutes 27 seconds West along the East line of the South Branch of the Chicago River aforesaid, 459.60 feet to a point on the heretofore mentioned South line of West Polk Street; thence South 89 degrees 53 minutes 33 seconds East along the South line of West Polk Street aforesaid, 378.88 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

TAX # 17-16-401-004
17-16-401-005

ADDRESS: 800 S WELLS, CHICAGO

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Products of Collateral are also covered.

Additional sheets presented

Filed with Office of Secretary of State of Illinois

Debtor is a transmitting utility as defined in UCC §9-105

FILING OFFICER-ALPHABETICAL

DEBTOR'S SIGNATURE ON ATTACHMENT

By _____
Signature of Debtor (Secured Party)*

* Signature of Debtor Required in Most Cases
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

This form of financing statement is approved by the Secretary of State.

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COBERT