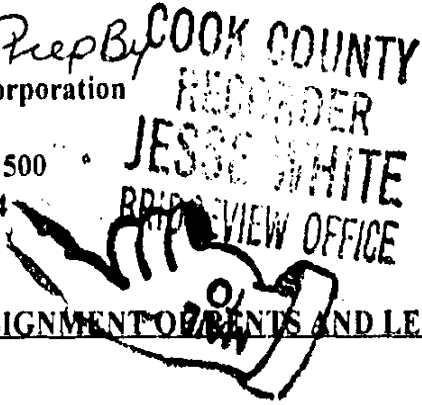


After Recording Return To:
Metlife Capital Financial Corporation
Real Estate Department
10900 N.E. 4th Street, Suite 500
Bellevue, Washington 98004
Loan No. 09-0000199-001



ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made as of December 15, 1997, by BEVERLY TRUST COMPANY, TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1987 AND KNOWN AS TRUST # 74-1822, c/o Alternative Distribution Systems, Inc., a Delaware corporation, with a mailing address of 935 W. 175th Street, Homewood, Illinois 60430 (hereinafter called "Assignor"), in favor of METLIFE CAPITAL FINANCIAL CORPORATION, a Delaware corporation, with a mailing address of 10900 N.E. 4th Street, Suite 500, Bellevue, Washington 98004, Attention: Real Estate Department (hereinafter called "METLIFE").

WITNESSETH

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby absolutely and unconditionally grant, bargain, sell, transfer, assign, convey, set over and deliver unto METLIFE all right, title and interest of Assignor in, to and under all written and oral leases and rental agreements of the real estate described in Exhibit A attached hereto and incorporated herein (the "Property"), whether now in existence or hereafter entered into, and all guaranties, amendments, extensions, renewals and subleases of said leases and any of them, all of which are hereinafter called the "Leases," all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Property, any award hereafter made in any bankruptcy, insolvency or reorganization proceeding in any state or federal court involving any of the tenants of the Leases, and any and all payments made by such tenants in lieu of rent.

This Assignment is made for the purpose of securing:

1. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note (the "Note") of Assignor of even date herewith in the principal sum of \$765,000.00 and secured by a certain Commercial Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage") of even date herewith encumbering the Property;
2. The payment of all other sums with interest thereon becoming due and payable to METLIFE under the provisions of the Mortgage and any other instrument constituting security for the Note; and

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3. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor represents, warrants, covenants and agrees with METLIFE as follows:

- a. The sole ownership of the entire lessor's interest in the Leases is or shall be vested in Assignor, and Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent METLIFE from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
- b. The Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, canceled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as disclosed in writing to METLIFE.
- c. Assignor shall not alter the term of any Lease or the amount of rent payable under any Lease without METLIFE's prior written consent. In addition, Assignor shall not materially alter any of the other terms of the Leases without METLIFE'S prior written consent.
- d. To the best of Assignor's knowledge, there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
- e. Assignor shall give prompt notice to METLIFE of any notice received by Assignor claiming that a default has occurred under any of the Leases on the part of Assignor, together with a complete copy of any such notice.
- f. Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the leases.
- g. Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.
- h. All existing Leases are described on Exhibit B attached hereto and incorporated herein. Assignor has delivered to Assignee true, correct and complete copies of all existing Leases and all amendments and modifications thereto.

The parties further agree as follows:

This Assignment is an absolute, present assignment from Assignor to METLIFE, effective immediately, and is not merely an assignment for security purposes. Notwithstanding the foregoing, until written notice is sent to Assignor that an Event of Default (as defined in the Note and in the

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Mortgage) has occurred (which notice is hereafter called a "Notice"), Assignor is granted a license to receive, collect and enjoy the rents, income and profits accruing from the Property.

METLIFE may, at its option, after delivery of a Notice to Assignor, receive and collect all such rents, income and profits, from the Property. METLIFE shall thereafter continue to receive and collect all such rents, income and profits as they become due as long as such Event of Default shall exist and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period. All sums received by Assignor after service of such Notice shall be deemed received in trust and shall be turned over to METLIFE within one (1) business day after Assignor's receipt thereof.

Assignor hereby irrevocably appoints METLIFE its true and lawful attorney with power of substitution and with full power for METLIFE in its own name and capacity or in the name and capacity of Assignor, from and after delivery of a Notice, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Property, either in its own name or in the name of Assignor or otherwise, which METLIFE may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Such appointment is coupled with an interest and is irrevocable. Assignor also hereby irrevocably appoints METLIFE as its true and lawful attorney, from and after delivery of a Notice, to appear in any state or federal bankruptcy, insolvency, or reorganization proceeding in any state or federal court involving any of the tenants of the Leases. Tenants of the Property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases to METLIFE or such nominee as METLIFE may designate in writing delivered to and received by such tenants, each of whom are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

From and after delivery of a Notice, METLIFE is hereby vested with full power to use all measures, legal and equitable, deemed by it to be necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of METLIFE or its designee to enter upon the Property, or any part thereof, and take possession of all or any part of the Property. Assignor hereby grants full power and authority to METLIFE to exercise all rights, privileges and powers herein granted at any and all times after delivery of a Notice, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Property and to any indebtedness or liabilities of Assignor to METLIFE, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and to the payment of principal and interest due from Assignor to METLIFE on the Note and the Mortgage, all in such order as METLIFE may determine. METLIFE shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon METLIFE, nor shall it operate to make METLIFE liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Property, or for any

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dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

The rights and remedies of METLIFE under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which METLIFE shall have under the Mortgage or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Any and all notices, elections, demands, or requests permitted or required to be made under this Assignment, including without limitation a Notice, shall be in writing, signed by the party giving such notice, election, demand or request, and shall be delivered personally or sent by registered, certified, or regular United States mail, postage prepaid, or by Federal Express or similar service for overnight, priority delivery, to the other party at the address set forth above, or to such other party and at such other address within the United States of America as any party may designate as provided herein. The date of receipt of such notice, election, demand or request shall be the earliest of (i) the date of actual receipt, (ii) three (3) days after the date of mailing by registered, certified or regular mail, (iii) one (1) day after the date of mailing by Express Mail, or the delivery (for redelivery) to Federal Express or another similar service requiring a receipt, or (iv) the date of personal delivery (or refusal upon presentation for delivery).

Assignor hereby authorizes METLIFE to give written notice of this Assignment, which may include a copy hereof, at any time to any tenant under any of the Leases.

The terms "Assignor" and "METLIFE" shall be construed to include the legal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

Notwithstanding anything contained herein to the contrary, in no event shall this Assignment be deemed to reduce the indebtedness evidenced by the Note by an amount in excess of the actual amount of cash received by METLIFE under the Leases, whether before, during or after the occurrence of an Event of Default, and Assignor acknowledges that in no event shall the indebtedness secured hereby be reduced by the value from time to time of the rents, income and profits of or from the Property. In addition, METLIFE reserves the right, at any time, whether before or after the occurrence of an Event of Default, to recharacterize this Assignment as merely constituting security for the indebtedness of Assignor to METLIFE, which recharacterization shall be made by written

notice delivered to Assignor. METLIFE's receipt of any rents, issues, and profits pursuant to this Assignment after the institution of foreclosure proceedings, either by court action or by the private power of sale contained in any deed of trust now or hereafter securing the Note, shall not cure an Event of Default, as defined in the Note, or affect such proceedings or sale.

This Assignment is executed by Assignor, not personally but solely as Trustee under the terms of the Trust Agreement, and it is expressly understood and agreed by the parties hereto that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of Assignor individually or for the purpose of binding it personally, but this Assignment is executed and delivered by Assignor as Trustee, solely in the exercise of the powers conferred upon it as Trustee under the Trust Agreement, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against, Assignor on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the holder hereof, and by all persons claiming by or through or under the holder hereof.

This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed and delivered as of the date first above written.

ASSIGNOR:

BEVERLY TRUST COMPANY, TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1987 AND KNOWN AS TRUST # 74-1822

By:

Print:

Its:

Rosemary Spayner
ROSEMARY SPAYNER
TRUST OFFICER

THE STATE OF IL §
COUNTY OF Cook §

This instrument was acknowledged before me on the 15 day of December, 1997, by ROSEMARY MAZUR TRUST OFFICER of BEVERLY TRUST COMPANY, TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 19, 1987 AND KNOWN AS TRUST # 74-1822, on behalf of said trust.



Barbara A. Sinwelski
Notary Public in and for the
State of ILLINOIS

Printed Name of Notary Public:
Barbara A. Sinwelski

My Commission Expires:
3-23-99

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TICOR TITLE INSURANCE COMPANY

Commitment No.: OC406333 Revised

SCHEDULE A - CONTINUED

EXHIBIT A - LEGAL DESCRIPTION

THAT PART OF LOT 1 IN RICHMOND SUBDIVISION 1ST ADDITION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS RECORDED DECEMBER 2, 1980 PER DOCUMENT NUMBER 25,688,668 LYING WEST OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 1 WHICH IS 162.18 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, (AS MEASURED ALONG THE NORTH LINE OF SAID LOT 1); THENCE SOUTH 0 DEGREES EAST 39 FEET ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1; THENCE NORTH 50 DEGREES EAST 30 FEET; THENCE SOUTH 0 DEGREES EAST 94 FEET; THENCE NORTH 90 DEGREES WEST 90 FEET; THENCE SOUTH 0 DEGREES EAST 61 FEET; THENCE NORTH 90 DEGREES WEST 71.18 FEET; THENCE SOUTH 0 DEGREES EAST 27 FEET; THENCE NORTH 90 DEGREES EAST 30 FEET; THENCE SOUTH 0 DEGREES EAST 58 FEET; THENCE NORTH 90 DEGREES EAST 48 FEET; THENCE SOUTH 0 DEGREES EAST 30 FEET; THENCE NORTH 90 DEGREES WEST 4 FEET; THENCE SOUTH 0 DEGREES EAST 31 FEET TO A POINT OF TERMINUS ON THE SOUTH LINE OF SAID LOT 1, SAID POINT BEING 105 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 1 (AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 1.

END OF SCHEDULE A

29. 32. 200. 032

EXHIBIT B

LIST OF LEASES

None

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