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ASSIGNMENT OF RENTS AND LEASES

97235306

6-7656157 SK97014835 JG
THIS ASSIGNMENT OF

RENTS AND LEASES (the "Assignment") is given this 28th day of March, 1997, by American National Bank and Trust Company of Chicago, not personally but solely as Trustee under the provisions of a Trust

Agreement dated November 1, 1996 and known as Trust Number 122364-02 (the "Trust") and South Shore Limited Partnership, an Illinois limited partnership (the "Beneficiary", the Beneficiary and the Trust are individually and collectively, where appropriate, referred to herein as "Assignor") to American National Bank and Trust Company of Chicago, a national banking association ("Bank").

DEPT-01 RECORDING \$39.00
T#0012 TRAN 4547 04/04/97 11:03:00
#2011 ER *-97-235306
COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, concurrently herewith, Assignor and Bank are entering into that certain Construction Loan Agreement (the "Loan Agreement") pursuant to which Bank shall make a construction loan in the amount of Seven Million Five Hundred Thousand and No/100 Dollars (\$7,500,000.00) (collectively, the "Construction Loan") to finance the construction and development of a nursing home in Chicago, Illinois.

WHEREAS, to secure the repayment of the Construction Loan, Bank is requiring, among other things, that Assignor execute and deliver this Assignment in favor of Bank, to further evidence the assignment of leases and rents provided for in that certain Mortgage of even date herewith (the "Mortgage"), being executed and delivered by Assignor in favor of Bank and granting a mortgage lien upon and security interest in the "Mortgaged Property" as referred to and defined therein, and legally described on Exhibit A attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing, Assignor does hereby grant, transfer and assign to Bank all of Assignor's right, title and interest in and to (i) any and all present or future leases or tenancies, whether written or oral, covering or affecting any or all of the Mortgaged Property (all of which, together with any and all extensions, modifications and renewals, are collectively referred to as the "Leases" or singularly as the "Lease"), and (ii) all rents, profits and other income or payments of any kind due or payable or to become due or payable to Assignor as the

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

Timothy G. Lawler
Sosin and Lawler, Ltd.
11800 S. 75th Avenue
Suite 300
Palos Heights, Illinois 60463

BOX 333-CTI

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of the Court

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result of any use, possession or occupancy of all or any portion of the Mortgaged Property or as the result of the use of or lease of any personal property constituting a part of the Mortgaged Property (all of which are collectively referred to as "Rents"), whether the Rents accrue before or during any period of redemption thereafter, all for the purpose of securing:

(A) payment and performance of all of "Mortgagor's Liabilities" and "Mortgagor's Obligations" (as referred to and defined in the Mortgage); and

(B) payment and performance of all other of Assignor's liabilities and obligations to Bank under the Loan Agreement, the Mortgage, this Assignment and the "Other Agreements" (as referred to and defined in the Mortgage) (all of the foregoing are sometimes referred to herein and in the Mortgage collectively as the "Financing Agreements").

Assignor warrants and covenants that it is and will remain the absolute owner of the Rents and Leases, free and clear of all liens and encumbrances other than the Mortgage and this Assignment; that it has not previously assigned or otherwise encumbered its interest in any of the Rents or Leases to any person or entity other than by the Mortgage; that it has the right under applicable law, the Leases, its formative or charter documents, and otherwise to execute and deliver this Assignment and keep and perform all of its obligations pursuant to it; that it will warrant and defend the Leases and Rents against all adverse claims, whether now existing or hereafter arising; that Assignor will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify the Leases so as to affect or in any manner change either the term of the rent payable under any of them or consent to the release of any party liable thereunder to the assignment of the lessee's interest in them, without the prior written consent of Bank not to be unreasonably withheld; provided, however, that prior to the occurrence of an Event of Default (as defined in the Mortgage), Assignor may terminate any of said Leases and accept a surrender of the Mortgaged Property leased thereby if, and only if, prior to such termination or concurrently therewith, Assignor shall enter into a new Lease (or Leases) for the same space and for a new term to commence upon the date of termination of the term of such prior Lease, and for a period of time equal to or greater than the unexpired portion of the term of such prior Lease, and for a rent (or rents) equal or greater to, in the aggregate, the rent payable by the lessee under such prior Lease at the time of termination of such prior Lease.

Assignor further covenants and agrees with Bank as follow:

1. Performance of Leases. Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it becomes liable to observe or perform under any present or future Lease, and, at its sole cost and expense, enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease, except that Assignor may terminate any Lease in accordance with the preceding paragraph. Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Mortgaged Property. Assignor will give prompt written notice to Bank of any notice of default on the part of Assignor with respect to any Lease, and will also at its

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sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the Assignor or any tenant pursuant to said Lease. Assignor will not lease or otherwise permit the use of all or any portion of the Mortgaged Property for rent that is below the fair market rent for such property.

2. Collection of Rents. Unless and until there occurs an Event of Default under the Mortgage, Assignor may collect and apply the Rents to the purposes it considers necessary in its sole discretion; provided however that from and after the occurrence of any such Event of Default, Assignor is immediately and absolutely divested of all its right, title and interest in and to all Leases and Rents as hereby assigned; and Bank becomes immediately and irrevocably entitled to all the rights and remedies provided by this Assignment, included specifically the right to collect Rents.

3. Present Assignment. This Assignment constitutes a perfected, absolute and present assignment, subject only to the conditions of Paragraph (2).

4. Protecting the Security of This Assignment. Should Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then Bank may, without obligation to do so and without releasing Assignor from any obligation of any kind, make or do the same in such manner and to such extent as Bank deems appropriate to protect its security as evidenced by this Assignment, including, specifically, without limitation the right to commence, appear in, and defend any action or proceeding purporting to affect the said security, or the right or powers of Assignor, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. Assignor promises to pay immediately upon demand all sums expended by Bank under the authority of this Assignment, together with interest thereon at the Default Rate (as defined in the Reimbursement and Security Agreement), and the same shall be added to Mortgagor's Liabilities and be secured hereby and by the Mortgage and the Financing Agreements.

5. Survival of Obligation to Comply with Mortgage and This Assignment. This Assignment is given as security in addition to the Mortgage and neither the acceptance of this Assignment nor the exercise of any right hereunder shall constitute a waiver under the Mortgage or any of the other Financing Agreements. Assignor covenants and agrees to observe and comply with all terms and conditions contained in the Mortgage and in this Assignment.

6. Defaults and Remedies. Upon the occurrence of any Event of Default specified in the Mortgage, Bank may, at its option, at any time:

A. in the name, place and stead of the Assignor and without becoming a mortgagee in possession (i) enter upon, manage and operate the Mortgaged Property or retain the services of one or more independent contractors to manage and operate all or any part of the Mortgaged Property; (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of the

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Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment;

B. with or without exercising the rights set forth in subparagraph (A) above, give or require Assignor to give, notice to any or all tenants under the Leases authorizing and directing the tenants to pay all Rents under the Leases directly to Bank; and

C. without regard to waste, adequacy of the security or solvency of Assignor, apply for the appointment of a receiver regarding the Mortgaged Property, whether or not foreclosure proceedings are pending under the Mortgage, and if such proceedings were commenced, whether or not a foreclosure sale has occurred; and Assignor consents to such application;

The exercise of any of the foregoing rights or remedies and the application of the rents, profits and income shall not cure or waive any Event of Default, or notice of default, under the Mortgage or invalidate any act done pursuant to such notice.

7. Application of Rents: All Rents collected by Bank or the receiver each month are to be applied in the following order of priority:

- A. to the payment of all reasonable fees of the receiver approved by the court;
- B. to the payment of all prior or current real estate taxes and special assessments with respect to the Mortgaged Property, or if the Financing Agreements require periodic escrow payments for such taxes and assessments, to the escrow payments then due;
- C. to the payment of all premiums then due for the insurance required by the provisions of the Financing Agreements, or if the Financing Agreements require periodic escrow payments for such premiums, to the escrow payments then due;
- D. to payment of expenses incurred for normal maintenance of the Mortgaged Property; and
- E. during the entire period of Bank's estate in the Mortgaged Property, or encumbrance thereof, to Bank for payment of Mortgagor's Liabilities, but no such payment made after acceleration of Mortgagor's Liabilities shall affect such acceleration.

The rights and powers of Bank under this Assignment and the application of Rents under this Paragraph 7 shall continue and remain in full force and effect both prior to and after commencement of any foreclosure action and after foreclosure sale and until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

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8. **Bank Not to Become Liable.** Bank is not obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Assignor under the Leases. This Assignment shall not operate to place upon Bank responsibility for the control, care, management or repair of the Mortgaged Property or for the performance of any of the terms and conditions of the Leases. Bank is not responsible or liable (except to the extent arising from their gross negligence or willful misconduct) for any waste committed on the Mortgaged Property, for any dangerous or defective condition of the Mortgaged Property, for any negligence (other than gross negligence) in the management, upkeep, repair or control of said Mortgaged Property or for failure to collect the Rents.

9. **Assignor's Indemnification.** Assignor hereby agrees to indemnify and to hold Bank harmless of and from any and all claims, demands, liability, loss or damage, including all costs, expenses, and reasonable attorneys' fees asserted against, imposed or incurred by Bank in connection with or as a result of this Assignment or the exercise of any rights or remedies under this Assignment or under the Leases or by reason of any alleged obligations or undertakings of Bank to perform or discharge any of the terms, covenants or agreements contained in the Leases (except to the extent arising from their gross negligence or willful misconduct). In the event Bank incurs any such liability, the amount thereof, together with interest thereon at the Default Rate (defined in the Loan Agreement), shall be secured by this Assignment and the various Financing Agreements, and Assignor shall reimburse Bank therefor immediately upon demand.

10. **Authorization to Tenant.** Notwithstanding Paragraph 6(B) above, upon notice from Bank that it is exercising the remedy set forth in this Assignment, the tenants under the Leases are hereby irrevocably authorized and directed to pay to Bank all sums due under the Leases, and Assignor hereby consents and directs that said sums shall be paid to Bank without the necessity for a judicial determination that an Event of Default has occurred or that Bank is entitled to exercise its rights pursuant to this Assignment, and to the extent such sums are paid to Bank, Assignor agrees that the tenant has no further liability to Assignor for the same. The signature of Bank alone is sufficient for the exercise of any rights under this Assignment and the receipt by Bank alone of any sums received is full discharge and release of any such tenant or occupant of the Mortgaged Property. Checks for all or any part of the Rents collected under this Assignment shall, upon notice from Bank, be drawn to the exclusive order of the Bank. Upon the curing of all Events of Default, Bank shall give written notice thereof to each lessee and thereafter, until the possible giving of any further notices by Bank pursuant to this Paragraph, each lessee shall pay the Rents to Assignor.

11. **Bankruptcy.** Anything to the contrary notwithstanding, Assignor hereby assigns to Bank any award made hereafter to it in any court procedure involving any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or Federal court; and any and all payments made by lessees in lieu of Rents. Bank may appear in any action and/or collect any such award or payment.

12. **Satisfaction.** Upon the payment in full of all of Mortgagor's Liabilities, as evidenced by a recorded satisfaction of this Assignment, this Assignment shall become, without the need for any

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further satisfaction or release, null and void and thereupon shall be of no further effect. Provided, however, upon Assignor's request and at Assignor's expense Bank shall issue a formal Release of Assignment.

13. Bank an Attorney-In-Fact. The Assignor hereby irrevocably appoints Bank and its successors and assigns, as its agent and attorney-in-fact coupled with an interest, and with the right but not the duty to exercise any rights or remedies granted by this Assignment, including without limitation, the right to endorse on behalf and in the name of Assignor all checks from tenants in payment of Rents.

14. Bank Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Bank as a mortgagee in possession.

15. Specific Assignment of Leases. Upon notice, Assignor agrees to transfer and assign to Bank, upon notice by Bank, any and all specific Leases as Bank requests. Such transfer or assignment by Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, and Assignor will properly file or record such assignment, at Assignor's expense, if requested by Bank.

16. Unenforceable Provisions Severable. All rights, powers and remedies provided in this Assignment are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law, and are intended to be limited to the extent necessary not to render this Assignment invalid, unenforceable or unreasonable under any applicable law. If any term of this Assignment is held to be invalid, illegal or unenforceable, the validity of other terms are intended to remain unaffected.

17. Successors and Assigns. The covenants and agreements herein contained shall be binding upon, and the rights hereunder shall inure to, the respective successors and assigns of Assignor and Bank, including any purchaser at a foreclosure sale.

18. Captions, Amendments, Notices. The captions and headings of the paragraphs of this Assignment are for convenience only and are not intended to interpret or define the provisions of this Assignment. This Assignment can be amended only in writing signed by Assignor and Bank. All notices required by this Assignment are sufficient if given in accordance with the Reimbursement and Security Agreement.

19. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

20. Governing Law. This Assignment shall be governed and controlled by the internal laws of the State of Illinois without reference to principles of conflicts of law.

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21. **Trustee Exculpation.** This Assignment is executed by American National Bank and Trust Company of Chicago, not personally, but solely as Trustee of the Trust in the exercise of the power and authority conferred upon and vested in it as such Trustee of the Trust and it is expressly understood and agreed that nothing in this Assignment shall be construed as creating any liability in such Trustee to personally perform any express or implied covenant, condition or obligation under this Assignment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Assignment. Notwithstanding the foregoing, the Assignee shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the Mortgaged Property; (b) recovering any tenant security deposits, advance or prepaid rents, earnest money deposits or proceeds due and payable under the terms of any contract whereby the Partnership has sold any of the Partnership's assets; (c) enforcing the personal liability of the Partnership as a co-maker of the Secured Promissory Note; or (d) enforcing the rights and remedies under the Loan Documents.

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

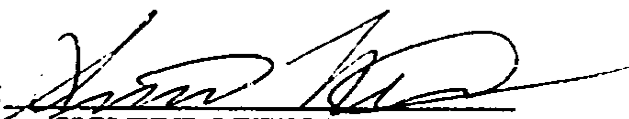
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but solely as Trustee under Trust Number 122364-02.

ATTEST:

Attestation not required by American National Bank and Trust Company of Chicago Bylaws
By: _____
Its: _____

By: 
Its: TRUST OFFICER _____

SOUTH SHORE LIMITED PARTNERSHIP,
an Illinois Limited Partnership by one of its
General Partners

By: 
SIGMUND LEFKOVITZ
General Partner

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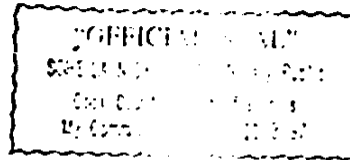
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STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify JOSEPH E. SOGHACKI an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer said of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this (date) MAR 28 1997

Sheela Nicknash
NOTARY PUBLIC



My commission expires: 11/2/97

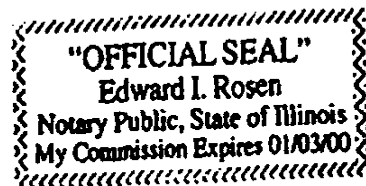
STATE OF ILLINOIS)
COUNTY OF LAKE)

I, Edward I. Rosen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that SIGMUND LEFKOVITZ, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said partnership.

GIVEN under my hand and Notarial Seal this 28th day of March, 1997

Edward I. Rosen
Notary Public

My commission expires: 1-3-2000



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EXHIBIT A

LEGAL DESCRIPTION

THE MORTGAGED PROPERTY

PARCELA:

Lot 2 in Division No. 3 in South Shore Subdivision in the North fractional half of Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, (except that part of said Lot 2 described as follows:

Beginning at a point on the Southerly line of said Lot 2, 12 feet 3-1/4 inches Southwesterly of the Southeasterly corner of said lot; thence Northwesterly 74 feet 5-1/2 inches to a gas pipe 11 feet 5-3/4 inches Westerly at a right angle to the Easterly line of said Lot;

Thence West 46 feet 6 inches to a gas pipe on the Northerly line of said Lot 2 and Southerly line of Lot 9 of Saunders Subdivision of Lot 1 in said Division No. 3 at a point 49 feet 11 inches Southwesterly of the Northeasterly corner of said Lot 2; thence Northeasterly along the Northerly line of said Lot 2 and Southerly line of said Lot 9 of Saunders Subdivision aforesaid 49 feet 11 inches to the Northeasterly corner of said Lot 2; thence Southeasterly along the Easterly line of said Lot 2 to the Southerly line of said Lot 2; thence Southwesterly along the Southerly line of said Lot 2; 12 feet 3-1/4 inches to the place of beginning).

Also

That part of Lot 3 in Division 3, South Shore Subdivision, in the North fractional half of Section 30 Township 38 North, Range 15, East of the Third Principal Meridian, lying Westerly of a straight line, the North Point of said line being on the North line of said Lot 3 and 134 feet 10 inches West of the Northeast corner of said Lot and the South point of said line being on the Southerly line of said Lot 3 and 148 feet Westerly of the Southeast corner of said Lot.

Also

A part of Lot 2 and of Lot 1 of said Division 3 described as follows: beginning at a point on the Southerly line of said Lot 2, 12 feet 3-1/4 inches Southwesterly of the Southeasterly corner of said Lot; thence Northwesterly 74 feet 5-1/2 inches to a gas pipe 11 feet 5-3/4 inches Westerly at right angles to the Easterly line of said Lot;

Thence West 46 feet 6 inches to a gas pipe on the Northerly line of said Lot 2 and Southerly line of Lot 9 of Saunders Subdivision of Lot 1, said Division 3, at a point 49 feet 11 inches Southwes: of the Northeast corner of said Lot 2; thence Southwesterly 66 feet 7-1/4 inches on the Northerly line of said Lot 2, Division 3, and the Southerly line of Lots 9 and 8 of Saunders Subdivision aforesaid, to a point on the West line of Lot 7, extended South across said Lot 8;

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Thence North on said line, crossing said Lot 8 and on the West line of Said Lot 7, 111 feet ½ inch to the Northwest corner of said Lot 7 of Saunders Subdivision; thence East on the North line of said Lots 7 and 9 of Saunders Subdivision to the Northeast corner of said Lot 9 and the Northwest corner of Lot 3, Division 3, aforesaid; thence Southeasterly along the Westerly line of said Lot 3 to the Southwest corner of said Lot 3; thence Southwesterly along the Southerly line of Lot 2 aforesaid, 12 feet 3-1/4 inches to the place of beginning, all in Cook County, Illinois.

Otherwise described as:

Lot 2 and that part of Lot 3, lying Westerly of a straight line, the North point of said line being on the North line of said Lot 2, and 134 feet 10 inches West of the Northeast corner of said Lot, and the South point of said line being on the Southerly line of said Lot 3, and 148 feet Westerly of the Southeast corner of said Lot, in Division 3, South Shore Subdivision, in the North fractional half of Section 30, Township 38 North, Range 15 East of the Third Principal Meridian. Also Lots 7 and 9 and that part of Lot 8 lying East of the West line of said Lot 7 extended South, all in Saunders Subdivision of Lot 1, Division 3, South Shore Subdivision aforesaid; all in Cook County, Illinois.

Parcel B:

That part of Lot 3 in Third Division of South Shore Subdivision, in Section 30, Township 38 North, Range 15, East of the Third Principal Meridian, described as follows:

Commencing at a point where the South line of South Shore Drive intersects the West line of Coles Avenue (said point also being the Northeasterly corner of Lot 3); thence West along the South line of South Shore Drive, a distance of 134 feet 10 inches; thence Southeasterly a distance of 119.5 feet, more or less, to a point on the South line of Lot 3, said point being 148 feet Southwesterly, measured along said Lot line, from the Southeast corner of said Lot 3; thence Northeasterly along the South line of Lot 3 a distance of 148 feet to the West line of Coles Avenue; thence Northwesterly along the West line of Coles Avenue, a distance of 37 feet, more or less, to the place of beginning.

97235306

Pin # 21-30-101-003
21-30-101-004
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21-30-101-022
21-30-101-023

2425 E. South Shore
Chicago, IL

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