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Page 1 of 11

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Cook County Recorder 41.00

THIS DOCUMENT PREPARED BY AND
RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

Daniel J. Perlman, Esq.
Katten Muchin & Zavis
525 West Monroe, Suite 1600
Chicago, Illinois 60661-3693

ASSIGNMENT OF LEASES AND RENTS

Dated and effective as of February 27, 1998

between

MHJV L.L.C.,
an Illinois limited liability company,
as Assignor,

and

NOMURA ASSET CAPITAL CORPORATION,
a Delaware corporation,
as Assignee

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BOX 333-CTI

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), dated and effective as of the 27th day of February, 1998 made by MHJV L.L.C., an Illinois limited liability company, having an office at 350 North Clark Street, Chicago, Illinois 60610, Attention: Paul Stepan ("Assignor"), to NOMURA ASSET CAPITAL CORPORATION, a corporation duly organized under the laws of the State of Delaware, having an office at Two World Financial Center, Building B, New York, New York 10281-1198 ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner of that certain property (the "Premises") described in Exhibit A attached hereto, together with the buildings, structures, fixtures, additions, encumbrances, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "Property");

WHEREAS, Assignor and Assignee have entered into a certain Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the "Loan Agreement") pursuant to which Assignee has agreed to make a secured mortgage loan to Assignor.

WHEREAS, pursuant to the Loan Agreement, Assignee is making a Loan to Assignor in the initial aggregate original principal amount of \$18,299,965.00 (as extended, recast, resized, consolidated, reduced, increased, amended and modified from time to time, the "Loan") and Assignor has executed the Note in the initial principal amount of \$18,299,965.00 (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "Note"). The Note is secured by, inter alia, that certain Mortgage, Assignment of Leases and Rents and Security Agreement (as amended from time to time, the "Mortgage") on the Premises and Property.

WHEREAS, it is a condition to the obligation of the Assignee to make the Loan to the Assignor pursuant to the Loan Agreement that Assignor execute and deliver this Assignment;

WHEREAS, Assignor and Assignee contemplate that Assignee's interest in and to, inter alia, the Loan, the Note and this Assignment may be assigned by Assignee to a trustee for the benefit of all holders of the Securities issued in connection with the Securitization;

WHEREAS, this Assignment is being given as additional security for the Loan; and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Mortgage as the case may be, the terms of each of which are specifically incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and additionally for the purpose of additionally

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securing the Debt, Assignor hereby assigns, transfers, conveys and sets over unto the Assignee, all right, title and interest of Assignor in and to (i) all Leases (as hereinafter defined) and (ii) all Rents (as hereinafter defined);

TO HAVE AND TO HOLD the same unto the Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Assignor hereby further agrees as follows:

Section 1. Definitions.

As used herein, the following terms shall have the following meanings:

(a) "Leases" shall mean any and all leases, or, to the extent of the interest therein of Assignor, subleases or sub-subleases, lettings, licenses, concessions or other agreements (whether written or oral and whether now or hereafter in effect) pursuant to which any person is granted a possessory interest in, or right to use or occupy all or any portion of any space in the Property, and every modification, amendment or other agreement relating to such lease, sublease, sub-sublease or other agreement entered into in connection with such lease, sublease, sub-sublease, or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto.

(b) "Rents" shall mean all rents, rent equivalents, monies payable as damages or in lieu of rent or rent equivalents, royalties (including all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including security, utility and other deposits), accounts, food and beverage charges, credit card receivables, cash, issues, profits, proceeds, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Assignor or its agents or employees from any and all sources arising from or attributable to the Property, including all hotel room charges, room service charges, receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of the Property and proceeds, if any, from business interruption or other loss of income insurance.

Section 2. Certain Representations, Warranties and Covenants.

Assignor represents, warrants and covenants to the Assignee that:

(a) The payment of the Rents to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor except as permitted in the Mortgage. Assignor waives any rights of set off against any tenant under any Lease. Assignor agrees that it will not assign any of the Rents except to a purchaser or grantee of the Property permitted under the Loan Agreement or as expressly contemplated by the other Loan Documents; and

(b) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment.

Section 3. Deferred Exercise of Rights.

(a) As part of the consideration for the indebtedness evidenced by the Note, Assignor does hereby absolutely and unconditionally assign to Assignee all right, title and interest of Assignor in and to all present and future Leases and Rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Notwithstanding the foregoing, prior to notice from Assignee to Assignor of an Event of Default by Assignor hereunder or under any other Loan Documents, Assignor shall have a license, but limited as provided in this Assignment and in any of the other Loan Documents: (i) to collect, as trustee for the benefit of Assignee, all of the Rents for not more than one monthly installment in advance, other than a prepayment of the final monthly installment of Rent under any Lease or the security deposit under any Lease as permitted in the Loan Agreement; and (ii) to otherwise deal with, and enjoy the rights of the lessor under, the Leases or in each of the foregoing cases, as otherwise permitted by the Loan Agreement.

(b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Assignee entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in paragraph (a) above shall immediately be revoked and Assignee shall have the right at its option, to exercise all rights and remedies contained in the Loan Agreement or any of the other Loan Documents, or otherwise available at law or in equity.

Section 4. Effect on Rights Under Other Documents.

Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Loan Agreement or any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Loan Agreement or any of the other Loan Documents. The rights of Assignee under the other Loan Documents may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in the Mortgage or in any of the other Loan Documents.

Section 5. Event of Default.

Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of the Assignee's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

(a) Assignee may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, due for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Agreement and Assignee may enter into, and to the extent that Assignor would have the right to do so, cancel, enforce or modify any Lease. The exercise by Assignee of the option granted it in this Section and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Assignor under the Loan Agreement or any other Loan Document;

(b) Assignor hereby acknowledges and agrees that payment of any item by a Person to the Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Assignor; and

(c) Assignee in respect of the Leases and Rents shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in Section 12(b) to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

Section 6. Application of Rents and Proceeds.

After the occurrence and during the continuance of an Event of Default, rents received or held by Assignor or Assignee shall be applied in accordance with the terms of the Loan Agreement or the other Loan Documents.

Section 7. Attorney-in-Fact.

Upon the occurrence and during the continuance of any Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint the Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at the Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which the Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

Section 8. Termination.

The Assignee, by the acceptance of this Assignment, agrees that when all of the Debt shall have been paid in full this Assignment shall terminate, and the Assignee shall execute

and deliver to Assignor, upon such termination such instruments of re-assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

Section 9. Expenses.

Assignor agrees to pay to the Assignee all out-of-pocket expenses (including reasonable expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by the Assignee of any obligation of Assignor hereunder which Assignor has failed or refused to perform.

Section 10. Further Assurances.

Assignor agrees that, from time to time upon the written request of the Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable (in the reasonable judgment of the Assignee) to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

Section 11. No Obligation by the Assignee.

(a) By virtue of this Assignment, the Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases.

(b) This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property upon the Assignee, nor shall it operate to make the Assignee responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

Section 12. Miscellaneous.

(a) No failure on the part of the Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS.

(c) All rights and remedies set forth in this Assignment are cumulative, and the Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or

impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to the Assignee in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of the Assignee under the Loan Agreement or any of the other Loan Documents.

(d) Until the indebtedness and all other obligations secured by the Loan Documents are paid in full, Assignor will, upon request, deliver from time to time to the Assignee executed originals to the extent available, otherwise photocopies certified by Assignor as true, correct and complete, of executed originals, of any and all existing Leases to which Assignor is a party, and executed originals, or photocopies of executed originals, so certified by Assignor if an executed original is not available, of all other and future Leases to which Assignor is a party upon all or any part of the Property and upon request of Assignee, will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained.

(e) Assignor represents that it: (i) has been advised that Assignee engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Assignor or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Assignee or any parent, subsidiary or affiliate of Assignee.

Section 13. No Oral Change.

This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.

Section 14. Defeasance.

If Assignor shall pay or cause to be paid in full to Assignee all monetary obligations hereunder and under the Loan Agreement, the Note and the other Loan Documents on or before the date on which they are due and payable, and in the manner stipulated herein and therein, all without deduction or credit for taxes or other charges paid by Assignor, and if Assignor shall have kept, performed and observed all the covenants and conditions contained herein and all of the other Loan Documents, then Assignee shall deliver to Assignor a Release of the Property, but otherwise this Assignment shall remain in full force and effect.

Section 15. Successors and Assigns.

Assignor may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

Section 16. Notices.

All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.

Assignor hereby acknowledges that it has received a copy of this Assignment free of charge.

Section 17. Exculpation.

The terms and provisions of Section 9.4 of the Loan Agreement are incorporated herein by reference as if the same were fully set forth herein.

[EXECUTION PAGE FOLLOWS]

Property of Cook County Clerk's Office

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

BORROWER:

MHJV L.L.C., an Illinois limited liability company

By: MHJV, Inc., an Illinois corporation, its sole managing member

By: Paul Stepan
Paul Stepan
President

Property of Cook County Clerk's Office

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UNOFFICIAL COPY

98164336 Page 11 of 11

EXHIBIT A

Description of Property

PARCEL 1:

THE NORTH 1/2 OF LOT 27 (EXCEPT THAT PART TAKEN FOR STREET) IN BLOCK 124 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF LOT 27 AND ALL OF LOT 28 AND THE NORTH 10 FEET OF LOT 29 (EXCEPT THAT PART TAKEN FOR STREET) IN SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 6 (EXCEPT THAT PART TAKEN FOR STREET) IN KNIGHT'S SUBDIVISION OF LOTS 30, 31 AND 32 IN OGDEN'S SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 30 FEET OF LOT 29 IN OGDEN'S SUBDIVISION OF BLOCK 124 AFORESAID (EXCEPT PARTS FROM BOTH TRACTS TAKEN FOR OPENING DEARBORN STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOTS 25 AND 26 (EXCEPT THE EAST 35 FEET THEREOF, MORE OR LESS, TAKEN FOR OPENING DEARBORN STREET AND EXCEPT THE NORTH 21 FEET OF LOT 25 TAKEN FOR CONGRESS STREET) IN OGDEN'S SUBDIVISION OF BLOCK 124 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

CVN 17-16-245-009, 010, 011, 012 & 017

PLA 300-538 South Parkton St Chicago IL

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