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1999-02-02 15:23:56  
Cook County Recorder 37.00



ASSIGNMENT OF  
LEASES AND RENTS

This Assignment of Leases and Rents (this "Assignment"), dated as of January 28, 1999, with respect to the real estate ("Real Estate") located in Cook County, Illinois, as more particularly described on Exhibit A attached hereto and made a part hereof, is made by Chicago Theater Group, Inc. an Illinois not-for-profit corporation ("Assignor") in favor of The First National Bank of Chicago, a national banking association (together with its successors and assigns, the "Assignee") individually and as administrative agent for itself and other Co-Lenders, set forth in Exhibit B. Additional Co-Lenders may be added to, or substituted for, existing Co-Lenders in the future and each such future Co-Lender shall be secured with all the rights granted herein, as though they had been Co-Lenders on the date this Assignment was recorded.

RECITALS:

A. Pursuant to that certain Reimbursement Agreement (together with all amendments, modifications, restatements, replacements, consolidations, substitutions, renewals and extensions thereof the "Reimbursement Agreement") of even date herewith by and between Assignee and Assignor, Assignee has agreed to issue a letter of credit for the account of Assignor with maximum principal amount of TWENTY FOUR MILLION FOUR HUNDRED NINETY-SIX THOUSAND ONE HUNDRED SIXTY FOUR DOLLARS (\$24,496,164).

This Instrument Was Prepared By And  
After Recording Should be Returned To:

John N. Oest, Esq.  
Lord, Bissell & Brook  
115 South LaSalle Street  
Chicago, Illinois 60603

BOX 333-CTI

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B. Assignee, as a condition to issuing the letters of credit has required, among other things, a Leasehold Construction Mortgage, Assignment of Leases, Financing Statement and Security Agreement dated of even date herewith (the "Mortgage") on the Real Estate, and this Assignment (collectively with the Mortgage, any other documents deemed related documents under the Reimbursement Agreement the "Loan Documents"), as additional security for repayment of any and all advances made by Assignee (or any of its constituent Co-Lenders), and for the performance by Assignor of each and all of its obligations, covenants, promises and agreements as set forth in the Reimbursement Agreement, this Assignment, and the other Loan Documents.

NOW THEREFORE, FOR VALUE RECEIVED, and in consideration of the premises and Ten Dollars (\$10.00) in hand paid by the Assignee to the Assignor, and for other good and valuable considerations, the receipt and sufficiency of all of which are hereby acknowledged, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the Real Estate, and (ii) in and to all leases now or hereafter existing on all or any part of the Real Estate (hereinafter collectively called the "Leases"),

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,  
IT IS AGREED AS FOLLOWS:

1) Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the said Leases and in and to the right to the use and possession of the Real Estate, including any and all of the rents, issues, profits, payments and avails now due or which may hereafter become due under and by virtue of any Leases whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Real Estate which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Real Estate or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Real Estate for the purpose of securing (hereinafter collectively referred to as the "Indebtedness Hereby Secured"): (i) payment of the principal amount and interest payable thereon, and all the fees, amounts, payments, liabilities and monetary liabilities and obligations due or required to be paid by the Assignor under the Reimbursement Agreement, the Mortgage or the other Loan Documents, and all amendments, modifications, restatements, replacements, consolidations, substitutions, renewals, extensions, and increases thereto, whether heretofore or hereafter existing, and whether primary or secondary, direct or indirect, absolute or contingent; (ii) payment of all other sums which may be at any time due or owing or required to be paid by the Assignor as provided hereunder, in the Reimbursement Agreement, or the Loan Documents; and (iii) the performance and discharge of each and every term, provision, obligation, agreement, covenant, condition, warranty, representation and other obligations (other than the obligation to repay the Indebtedness) of the Assignor to Assignee hereunder or as set forth in the Reimbursement Agreement, the Mortgage or the other Loan Documents and under the Legal Requirements (as defined in the Mortgage), whether heretofore or hereafter existing, and whether primary or secondary, direct or indirect, absolute or contingent,

and including the enforcement by Assignee of its rights and remedies under any or all of the foregoing (including all costs, expenses and reasonable attorneys' and paralegals' fees and expenses incurred by the Assignee).

2) Assignor represents and agrees that (i) it has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred with respect to the Real Estate, (ii) it will observe and perform all of the obligations imposed upon the landlord under any Leases and not do or permit to be done anything which would impair the security thereof, (iii) except as disclosed in writing to Lender, the Leases are not in default; (iv) it will not assign any Leases or rents thereunder to anyone other than the Assignee and will not permit or accept any prepayment or discounting of any future rent, income or profits arising or accruing under any Leases, and (v) it will not enter into any Leases, alter, modify, change, supplement or amend the terms of any Leases or surrender or accept surrender, or terminate or cancel any Leases except as permitted in the Reimbursement Agreement.

3) Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Real Estate, including, without limitation, specific assignments of any and all Leases or agreements relating to the use or occupancy of the Real Estate or any part thereof now or hereafter in effect and not specifically defined herein as a Lease, as may be necessary or desirable, in the opinion of Assignee.

4) This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Reimbursement Agreement or the Loan Documents.

5) The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under said Leases or other agreement with respect to the Real Estate.

6) The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7) Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8) The Assignee may assign this Assignment and any and all rights accruing thereunder to any subsequent assignee and holder of the Note for which this Assignment is given as additional security.

9) It is understood that the assignment of said Leases and of the rents, issues and profits of and from the Real Estate as effected hereby is an absolute assignment which is effective as of the date hereof and, upon demand by Assignee to the lessee under any said Leases or to any person liable for any of the rents, issues, profits and other payments of and from the Real Estate or any part thereof, such lessee or person liable for any of such rents, issues, payments and profits shall, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing, or other payments required to be made, under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay rents, issues, profits or other payments in connection with the Real Estate.

10) So long as there shall exist no defaults by Assignor in the payment of any Indebtedness Hereby Secured, or in the performance of any obligation, covenant or agreement hereunder or under the Reimbursement Agreement or the Loan Documents, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the rents, issues, payments and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such rents, issues, payments and profits from the Real Estate and the said Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section 10, all lessees under said Leases and all other persons liable for rents, issues, payments and profits of and from the Real Estate shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment without regard to whether or not the same is made in compliance with this Section 10.

11) Upon or at any time after default in the payment of any Indebtedness Hereby Secured, or any indebtedness secured by the Loan Documents or as provided in the Reimbursement Agreement, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or contained in the Reimbursement Agreement or the Loan Documents, and the expiration of any cure period, if any, with respect to any such default as provided for in the Reimbursement Agreement or in the Loan Documents, the Assignee may, at Assignee's option, without notice, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Real Estate and each and every part and parcel thereof; and in connection therewith, in its own name or the name of Assignor, the Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Real Estate, employ contractors, subcontractors and workmen in and about the Real Estate, obtain and evict tenants, sue for or otherwise collect or reserve any and all rents, issues, payments and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Real Estate for the protection thereof or the enforcement of Assignee's rights hereunder or under the Reimbursement Agreement or the Loan Documents; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional Indebtedness Hereby Secured. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any Indebtedness

Hereby Secured in such order and manner as Assignee may determine. The entering upon and taking possession of the Real Estate, the collection of rents, issues, payments and profits, and exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Reimbursement Agreement or the Loan Documents.

12) Any tenants or occupants of any part of the Real Estate are hereby authorized and directed by Assignor (and each of them) to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Reimbursement Agreement or the Loan Documents or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Real Estate. Checks for all or any part of the rentals or other payments collected under this Assignment of Rents shall be drawn to the exclusive order of the Assignee.

13) 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 the said Leases. This Assignment shall not: (i) operate to place upon Assignee responsibility for the control, care, management or repair of the Real Estate or the carrying out of any of the terms and conditions of the said Leases; or (ii) operate to make the Assignee responsible or liable for any waste committed on the Real Estate by a Lessee or any other party, or for any dangerous or defective condition of the Real Estate, or for any negligence in the management, upkeep, repair or control of the Real Estate resulting in loss or injury or death of any tenant, licensee, invitee, employee or stranger.

14) The Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under said Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever (except claims based on Assignee's gross negligence or willful misconduct) which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, loss or damage under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Assignee therefor immediately upon demand. Upon Assignor's failure to reimburse Assignee, Assignee may declare and all sums secured hereby, shall become immediately due and payable.

15) The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Leases and the Assignee assumes no responsibility or liability for any security so deposited.



16) Assignor has not, and will not accept rent in advance under any leases or other agreement or lease of all or any part of the Real Estate excepting only monthly rents for current months which may be paid in advance.

17) Assignor shall cause this Assignment to be served upon the lessee under said Leases or Assignee may serve the same and, at Assignor's sole cost and expense, to cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Real Estate.

18) Upon payment in full of all Indebtedness Hereby Secured hereby, this Assignment shall be and become void and of no effect.

19) This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every owner and holder of the Note from time to time, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee.

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

CHICAGO THEATER GROUP, INC. an Illinois not-for-profit corporation

By:  \_\_\_\_\_

By:  \_\_\_\_\_

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EXHIBIT A  
LEGAL DESCRIPTION

A PARCEL OF LAND IN BLOCK 35 IN THE ORIGINAL TOWN OF CHICAGO, SAID PARCEL BEING COMPRISED OF LOT 1, THE EAST HALF OF THE EAST HALF OF LOT 2, THE EAST 19 FEET OF THE WEST HALF OF THE EAST HALF OF LOT 2 (THE WEST 18 FEET THEREOF BEING THE PUBLIC ALLEY DEDICATED BY INSTRUMENT RECORDED AS DOCUMENT 19038448) ALL OF LOTS 7 AND 8, AND THAT PART OF WEST COUCH PLACE, 18.00 FEET WIDE, LYING NORTH OF AND ADJOINING SAID LOTS 7 AND 8, LYING EAST OF THE NORTHWARD EXTENSION OF THE WEST LINE OF SAID LOT 7, AND LYING WEST OF THE NORTHWARD EXTENSION OF THE EAST LINE OF SAID LOT 8;

EXCEPTING THEREFROM THOSE PARTS OF SAID LOTS 7 AND 8 LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF LOT 8 IN BLOCK 35, WHICH POINT IS 79.40 FEET NORTH FROM THE SOUTHEAST CORNER OF SAID LOT, AS MEASURED ALONG SAID EAST LINE; THENCE WEST, PERPENDICULAR TO SAID EAST LINE, A DISTANCE OF 87.81 FEET; THENCE NORTH, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 5.00 FEET; THENCE WEST, PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 73.17 FEET TO A POINT ON THE WEST LINE OF AFOREMENTIONED LOT 7 WHICH IS 82.25 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID LOT, AS MEASURED ALONG SAID WEST LINE; ALL IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM THE FOLLOWING:

ALL THAT PROPERTY AND SPACE ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 123.89 FEET, CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TO WIT:

LOT 1 AND THE EAST 1/4 OF LOT 2 IN BLOCK 35 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

The public alley and Couch Place referenced above were vacated pursuant to instrument recorded as Document No. 98552263.

PINS

17-09-436-010

17-09-436-011

17-09-437-006

17-09-437-009-8001

120 N. Dearborn, Chicago, IL 60601



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## EXHIBIT B

### CO-LENDERS

First National Bank of Chicago  
One First National Plaza  
Suite 0091  
Chicago, Illinois 60670

Harris Trust and Savings Bank  
111 West Monroe  
4th Floor East  
Chicago, Illinois 60690

The Northern Trust Company  
50 South La Salle Street  
Chicago, Illinois 60675

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