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12/1/0088 03 001 Page 1 of 19

1999-03-18 13:50:00

Cook County Recorder

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PREPARED BY:
AND MAIL TO

Stephen H. Malato
Hinshaw & Culbertson
222 North LaSalle Street
Suite 300
Chicago, Illinois 60601

Address: *Oxford*
2901-3040 South Michigan,
2701-2740 South Prairie and
2605-2631 South Indiana,
Chicago, Illinois

Real Estate Tax Number: 17-27-310-086-0000
17-27-313-044-0000
17-27-305-114-0000

Above Space for Recorder's Use Only

SPECIFIC ASSIGNMENT OF LEASES AND RENTS

THIS SPECIFIC ASSIGNMENT OF LEASES AND RENTS, made this 25th day of September, 1998 by South Commons L.L.C., an Illinois limited liability company ("Assignor") in favor of American National Bank and Trust Company of Chicago, a national banking association ("Assignee").

RECITALS

A. Assignor executed and delivered its notes of even date herewith (together "Note"), payable to the order of Assignee, in the aggregate principal amount of \$16,000,000.00 ("Loan") and, as security therefor, executed and delivered to Assignee its mortgage, of even date with Note ("Mortgage"), conveying the land legally described on Exhibit "A" attached hereto and made a part hereof ("Land") and the improvements constructed thereon ("Improvements") (Land and Improvements collectively "Mortgaged Premises").

B. Assignor or its respective predecessors in title, as landlord, executed lease agreements with occupancy tenants of Mortgaged Premises, (collectively "Existing Leases").

C. As additional security for the payment of Loan, interest and all other sums due and owing to Assignee pursuant to Note, Mortgage and "Other Loan Documents" (as such term is

defined in Mortgage) (collectively "Indebtedness"), and the performance of all of the terms, covenants, conditions and agreements contained in Note, Mortgage and Other Loan Documents (collectively "Loan Papers"), Assignor agreed to assign to Assignee all of its right, title and interest in and to Existing Leases, "Rents", "Future Leases" and "Future Rents" (as such latter terms are hereafter defined).

NOW, THEREFORE, in consideration of the disbursement of the proceeds of Loan by Assignee and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor:

1. Hereby grants a security interest in and sells, assigns, transfers and sets over unto Assignee one hundred per cent (100%) of Assignor's right, title and interest in and to Existing Leases, together with all rents, income or other sums payable by the provisions thereof ("Rents") and, at the option of Assignee, all future lease agreements which may be executed by Assignor, as Landlord, with occupancy tenants of Mortgaged Premises ("Future Tenants") at any time hereafter ("Future Leases") and all rents, income or other sums payable by the provisions thereof ("Future Rents"), it being the intention of Assignor to make and establish an absolute transfer and assignment of Existing Leases, Rents, Future Leases and Future Rents. Upon request of Assignee, Assignor shall deliver copies of all Existing Leases and Future Leases to Assignee.

2. Agrees that this Assignment is made for the purpose of securing the payment of Indebtedness and the performance and discharge of each and every obligation, covenant and agreement required of Assignor pursuant to Loan Papers.

3. Represents and warrants that:

- a). Assignor is the sole owner of one hundred per cent (100%) of the landlord's right, title and interest in and to Existing Leases;
- b). Existing Leases are valid and enforceable and have not been altered, modified or amended;
- c). except as disclosed in a rent roll delivered to Assignee, Tenants are not in default in the performance of any of the terms, covenants, conditions or agreements required of them pursuant to Existing Leases; and
- d). no part of Rents reserved in Existing Leases has been previously assigned and no part of Rents, for any period subsequent to the date hereof, has been collected in advance of the due date thereof.

4. Shall observe and perform all of the obligations imposed upon the landlord named in Existing Leases and Future Leases and shall:

- a). not do or permit any act or occurrence which would impair the security thereof;
- b). not collect any part of Rents or Future Rents in advance of the time when the same shall become due except as specified by the provisions of Existing Leases;
- c). not execute any other assignment of Assignor's interest, as landlord, in Existing Leases, Future Leases, Rents or Future Rents;
- d). at Assignee's request, execute and deliver all such further assurances and assignments as Assignee shall, reasonably from time to time, require.

5. Shall have the right, so long as no "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage) shall exist, to collect Rents and Future Rents, when due but not prior thereto, and retain, use and enjoy the same.

6. Agrees that any time following the occurrence of a Monetary Default or Non-Monetary Default, Assignee may, at its option, either in person or through its agent or a receiver appointed by a court of competent jurisdiction, without notice, without, in any way, waiving such default, and without regard to the adequacy of the security for Indebtedness and with or without instituting any action or proceeding:

- a). to the extent permitted by law, take possession of Mortgaged Premises and hold, manage, lease and operate the same on such terms and for such periods of time as Assignee may deem proper;
- b). with or without taking possession of Mortgaged Premises, in its own name, institute suit or otherwise collect and receive Rents and Future Rents, including Rents and Future Rents past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof, as Assignee may deem proper; and
- c). apply Rents and Future Rents to the payment of: i). all costs and expenses incurred in managing Mortgaged Premises (including, but not limited to, the salaries, fees and wages of the managing agent thereof and other employees of Assignor), ii). all expenses of operating and maintaining Mortgaged Premises (including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and other liens and premiums for all insurance coverages which Assignee may deem necessary), iii). all costs of alteration, renovation, repair or replacement of Mortgaged Premises, iv). all expenses incident to the taking and retention of possession of Mortgaged Premises, and v). Indebtedness and all costs, expenses and attorneys' fees

incurred by Assignee by reason hereof, in such order of priority as Assignee, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

7. Agrees that Assignee shall not be:
- a). liable for any loss sustained by Assignor resulting from Assignee's failure to let Mortgaged Premises following the occurrence of a Monetary Default or Non-Monetary Default or by reason of any other act or omission of Assignee in managing Mortgaged Premises thereafter, unless such loss is caused by the willful misconduct or gross negligence of Assignee;
 - b). obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of Assignor pursuant hereto or pursuant to Existing Leases and Future Leases and Assignor shall, and does hereby agree, to indemnify Assignee for, and hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred by reason thereof and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants, conditions and agreements required of Assignor pursuant hereto or pursuant to Existing Leases and Future Leases, PROVIDED THAT such indemnification shall not include any liability, loss or damage which may be incurred by Assignee by reason of the willful misconduct or gross negligence of Assignee or its acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Existing Leases and Future Leases.

If Assignee incurs any liability pursuant hereto or pursuant to Existing Leases and Future Leases or in defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees (exclusive of any costs, expenses and attorneys' fees incurred by Assignee by reason of its negligence, wilful misconduct or acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Existing Leases and Future Leases), shall be secured by Mortgage and Assignor shall reimburse Assignee therefor, immediately upon demand. PROVIDED THAT no personal liability shall be imposed upon Assignor. In the event of the failure of Assignor so to do, Assignee may, at its option, declare Indebtedness immediately due and payable.

8. Agrees that, except as otherwise herein provided, this Assignment shall not operate to place upon Assignee any responsibility for the control, care, management or repair of Mortgaged Premises or for the performance of any of the terms, covenants, conditions and agreements required of Assignor, as landlord, pursuant to Existing Leases and Future Leases nor is the same intended to make Assignee responsible or liable for any:

- a). waste committed on Mortgaged Premises by Tenants, Future Tenants or any

other party;

- b). dangerous or defective condition of Mortgaged Premises; or
- c). negligence in the management, upkeep, repair or control of Mortgaged Premises resulting in loss, injury or death to any Tenant, Future Tenant, licensee, employee or stranger;

unless caused by the willful misconduct or gross negligence of the Assignee.

9. Agrees that:

- a). Any good faith affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee, setting forth that any part of Indebtedness remains unpaid, shall be and constitute evidence of the validity, effectiveness and continuing force and effect of this Assignment (all persons being hereby authorized to rely thereon); and Assignor hereby authorizes and directs Tenants, Future Tenants or other occupants of Mortgaged Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of Loan Papers and that a Monetary Default or Non-Monetary Default has occurred pursuant thereunder or pursuant hereto, to pay Rents and Future Rents to Assignee until otherwise notified by Assignee to the contrary.
- b). Upon payment of Indebtedness in full, this Assignment shall be null and void.

10. Agrees that Assignee may take or release any other security given for the payment of Indebtedness, release any party primarily or secondarily liable therefor and apply any other security, in its possession, to the satisfaction of Indebtedness, without prejudice to any of its rights pursuant hereto.

11. Agrees that the terms "Existing Leases" and "Future Leases" shall include any subleases thereof and all extensions or renewals of Existing Leases, Future Leases and subleases thereof.

12. Agrees that nothing contained herein and no act done or omitted to be done by Assignee pursuant to the powers and rights granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies pursuant to Loan Papers and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee thereunder. The right of Assignee to collect Indebtedness and to enforce any security therefor in its possession may be exercised by Assignee either prior to, concurrently with or subsequent to any action taken by it pursuant hereto.

13. Agrees that any notices to be served pursuant hereto shall be deemed properly

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delivered if delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received on the date of delivery thereof), or served by United States certified or registered mail, postage prepaid (which shall be deemed received three [3] days following the postmark date thereof), to Assignor and the parties to whom copies of such notices are to be mailed at the addresses set forth below or to such other address as Assignor or such other parties may direct in writing:

If to Assignor, c/o Douglas R. Woodworth South Commons L.L.C. c/o The Habitat Corporation, 350 W. Hubbard, Chicago, Illinois 60610

If to Assignee, American National Bank & Trust Company of Chicago
120 S. LaSalle Street, Chicago, IL 60603
Attention: Peter Malacek

PROVIDED, HOWEVER, that no liability shall be asserted against nor is the same assumed by Assignor or Assignee by reason of its failure to serve the copies of the notices required pursuant hereto.

14. Agrees that this Assignment and all covenants and warranties herein contained shall inure to the benefit of Assignee, its successors, assigns, grantees and legal representatives and shall be binding upon Assignor, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives.

Nothing contained herein or in Note, Mortgage and Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair Indebtedness or the rights of Assignee to enforce its remedies pursuant hereto and to Note, Mortgage and Other Loan Documents, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.


IN WITNESS WHEREOF, Assignor has caused this Assignment of Rents to be signed by their respective duly authorized officers and general partner on the day and year first above written.

ASSIGNOR:

SOUTH COMMONS L.L.C., an Illinois Limited Liability Company

By: Habitat South Commons L.L.C., an Illinois Limited Liability Company, its Manager

By: The Habitat Company, an Illinois Corporation, its Manager

By: 
Douglas R. Woodworth, President

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STATE OF ILLINOIS

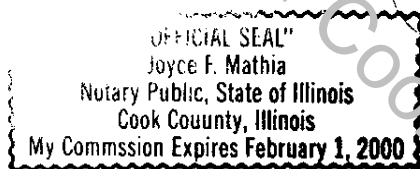
SS.

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COUNTY OF COOK

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Douglas R. Woodworth, as President The Habitat Company, the manager of Habitat South Commons L.L.C. the manager of the manager of South Commons L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such president, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of September, 1998.



Notary Public

My Commission Expires:

February 1, 2000

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LEGAL DESCRIPTION

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EXHIBIT "A"

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EXHIBIT A LEGAL DESCRIPTION FOR SOUTH COMMONS PHASE I CONDOMINIUM

UNIT NUMBER * IN SOUTH COMMONS PHASE I CONDOMINIUM AS DELINEATED AND DEFINED ON THE PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE NORTH 132.0 FEET OF THE SOUTH 280.0 FEET OF THE EAST 278.0 FEET OF THAT PART OF BLOCKS 92 AND 95 AND OF VACATED EAST 29TH STREET NORTH OF SAID BLOCK 92 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/4 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 50.0 FEET WEST OF THE NORTHWEST CORNER OF LOT 3 IN HARLOW N. HIGINBOTHAM'S SUBDIVISION OF PARTS OF LOTS 21, 22 AND 23 IN THE ASSESSOR'S DIVISION OF THE NORTH 173.7 FEET OF THE EAST 1/2 OF BLOCK 92 AFORESAID, SAID POINT BEING 8.0 FEET NORTH OF A "LINE X" DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF 3/4 OF THE WEST 1/2 OF BLOCK 92 AFORESAID, TO THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 AFORESAID; THENCE WEST ALONG A LINE 8.0 FEET NORTH OF AND PARALLEL WITH SAID "LINE X", A DISTANCE OF 113.16 FEET; THENCE SOUTH PERPENDICULARLY TO SAID "LINE X", A DISTANCE OF 17.33 FEET; THENCE WEST ALONG A LINE 9.33 FEET SOUTH OF AND PARALLEL WITH SAID "LINE X", 184.69 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH A LINE DRAWN FROM A POINT ON THE NORTH LINE OF LOT 1, 60.0 FEET EAST OF THE NORTHWEST CORNER THEREOF, IN JOHN LONEGAN'S SUBDIVISION AFORESAID, TO A POINT ON THE SOUTH LINE OF LOT 8, 60.0 FEET EAST OF THE SOUTHWEST CORNER THEREOF, IN THE COUNTY CLERK'S DIVISION OF LOT 3 OF BLOCK 95 AFORESAID; THENCE SOUTH ALONG THE LAST DESCRIBED LINE A DISTANCE OF 524.58 FEET; THENCE EAST PARALLEL WITH SAID "LINE X", 298.18 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE (SAID EAST LINE BEING DRAWN FROM THE SOUTHWEST CORNER OF LOT 6 IN THE SUBDIVISION OF THE WEST 1/2 OF THE SOUTH 1/3 OF THE EAST 1/2 OF BLOCK 95 AFORESAID TO THE NORTHWEST CORNER OF LOT 3 IN HARLOW N. HIGINBOTHAM'S SUBDIVISION AFORESAID); THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

17-27-310-086-0000

* unit numbers attached.

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South Commons Condominiums Phase I

<u>Unit</u>	<u>Percentage Ownership</u>
101 -2941	0.43844%
102 -2941	0.30554%
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508 -2901	0.21239%
408 -2901	0.21239%
308 -2901	0.21239%

208 -2901	0.21239%
2109 -2901	0.28484%
2009 -2901	0.28484%
1909 -2901	0.28484%
1809 -2901	0.28484%
1709 -2901	0.28484%
1609 -2901	0.28484%
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1409 -2901	0.28484%
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1209 -2901	0.28484%
1109 -2901	0.28484%
1009 -2901	0.28484%
909 -2901	0.28484%
809 -2901	0.28484%
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309 -2901	0.28484%
209 -2901	0.28484%
2110 -2901	0.32790%
2010 -2901	0.32790%
1910 -2901	0.32790%
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1010 -2901	0.32790%
910 -2901	0.32790%
810 -2901	0.32790%
710 -2901	0.32790%
610 -2901	0.32790%
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410 -2901	0.32790%
310 -2901	0.32790%
210 -2901	0.32790%
	<u>100.00000%</u>

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UNOFFICIAL COPY

LEGAL DESCRIPTION
OXFORD MALL

99264487

THAT PART OF BLOCK 95 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST $\frac{1}{2}$ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON A LINE 60.0 FEET EAST OF AND PARALLEL WITH A LINE CONNECTING THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION OF LAND IN THE NORTHWEST CORNER OF BLOCK 92 IN CANAL TRUSTEE'S SUBDIVISION, AFORESAID, TO THE SOUTHWEST CORNER OF LOT 8 IN THE COUNTY CLERK'S DIVISION OF LOT 3 IN THE ASSESSOR'S DIVISION OF BLOCK 95 AFORESAID, SAID POINT BEING 533.91 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1 IN JOHN LONEGAN'S SUBDIVISION AFORESAID, FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 95 AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF SAID BLOCK 95 TO A POINT ON A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF VACATED SOUTH INDIANA AVENUE; THENCE NORTH ALONG THE LAST DESCRIBED PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN THROUGH THE PLACE OF BEGINNING AND PARALLEL WITH A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 IN E. SMITH'S SUBDIVISION OF $\frac{3}{4}$ OF THE WEST $\frac{1}{2}$ OF BLOCK 92 AFORESAID, TO THE NORTHWEST CORNER OF LOT 1 IN JOHN LONEGAN'S SUBDIVISION, AFORESAID; THENCE WEST ALONG THE LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

THAT PART OF BLOCK 98 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST $\frac{1}{2}$ OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE 3RD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID BLOCK WITH THE NORTHERLY EXTENSION OF A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF LOTS 9 TO 16, BOTH INCLUSIVE, IN THOMAS' SUBDIVISION OF THE EAST $\frac{1}{2}$ OF SAID BLOCK 98; THENCE SOUTH ALONG SAID PARALLEL LINE TO THE EASTERLY EXTENSION OF A LINE 34.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 41 AND 60 TO 63 IN THOMAS AND BOON'S SUBDIVISION OF BLOCK 98 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE 60.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF LOTS 63 TO 78, BOTH INCLUSIVE, IN THOMAS AND BOONE'S SUBDIVISION, AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE AND ITS NORTHERLY EXTENSION TO A POINT ON THE NORTH LINE OF BLOCK 98 AFORESAID; THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A

Stage III - Stratford Mall

99264487

That part of Blocks 80 and 83 in Canal Trustee's Subdivision of the West half of Section 27, Township 39 North, Range 14, East of the Third Principal Meridian, described as follows: Beginning at the point of intersection of a line 167.0 feet South of and parallel with the South line of East 26th Street, being the North line of Lots 23 to 37, both inclusive, in Thomas Stinson's Subdivision of Block 80 in Canal Trustee's Subdivision, aforesaid, with a line 50.0 feet East of and parallel with the West line of South Indiana Avenue, being a line drawn from the North East corner of Lot 22 in Thomas Stinson's Subdivision, aforesaid, to the South East corner of Lot 26 in Laflin and Smith's Subdivision of Blocks 86 and 89 of Canal Trustee's Subdivision, aforesaid; thence East along a line parallel with said South line of East 26th Street a distance of 95.0 feet; thence South along a line parallel with said West line of South Indiana Avenue, a distance of 237.60 feet; thence East along a line parallel with said South line of East 26th Street, a distance of 79.50 feet to a point 404.60 feet South of said South line of East 26th Street and 224.50 feet East of said West line of South Indiana Avenue; thence continuing East along said line parallel with the South line of East 26th Street a distance of 25.10 feet; thence North along a line parallel with said West line of South Indiana Avenue, a distance of 239.27 feet; thence East along a line parallel with said South line of East 26th Street, a distance of 20.0 feet; thence North along a line parallel with said West line of South Indiana Avenue, a distance of 4.67 feet; thence East along a line parallel with said South line of East 26th Street a distance of 78.00 feet; thence North along a line parallel with said West line of South Indiana Avenue a distance of 43.0 feet thence East along a line parallel with said South line of East 26th Street, a distance of 94.66 feet to the West line of South Prairie Avenue being a line drawn from the South East corner of Lot 52 in Laflin and Smith's Subdivision, aforesaid to the North East corner of Lot 37 in Thomas Stinson's Subdivision, aforesaid; thence North along said West line of South Prairie Avenue a distance of 67.66 feet to said South line of East 26th Street; thence West along said South line of East 26th Street a distance of 392.23 feet to said line 50.0 feet East of and parallel with the West line of South Indiana Avenue; thence South along said last described parallel line a distance of 167.0 feet to the place of beginning, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by easement agreement made by American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated January 7, 1971 and known as Trust Number 30630 with American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated January 7, 1971 and known as Trust Number 30625 dated March 1, 1972 and recorded October 18, 1972 as document 22085651 and filed on October 18, 1972 in the Registrar's Office of Cook County, Illinois as document LR 2055205 for ingress and egress to and from the parking facility upon the land and other property as described in Exhibit D attached thereto and for ingress and egress to and from the parking spaces located in the aforesaid parking facility.