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10-17-88

## CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

from

FIRST ILLINOIS BANK OF WILMETTE,  
an Illinois banking corporation, as Trustee under a  
Trust Agreement dated September 9, 1988, and  
known as Trust No. TWB-0728

and

VILLAGE COMMONS ASSOCIATES,  
an Illinois joint venture

to

THE NORTHERN TRUST COMPANY,  
an Illinois banking corporation

Dated as of October 1, 1988

3753807

### Permanent Tax Index Numbers:

08-12-110-018-0000  
08-12-110-023-0000  
08-12-110-024-0000  
08-12-110-029-0000  
08-12-115-004-0000  
08-12-115-002-0000  
08-12-115-003-0000  
08-12-116-002-0000  
08-12-116-003-0000  
08-12-116-005-0000

This Instrument Prepared By and  
to be Returned After Recording to

Alvin L. Kruse  
James A. Schraidt  
Seyfarth, Shaw, Fairweather &  
Geraldson  
Suite 4200  
55 East Monroe Street  
Chicago, Illinois 60603

### Address of Premises:

NW corner of Northwest Highway and Elm Street  
Mt. Prospect, Illinois

71-53-92603  
D3

Property of Cook County Clerk's Office

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## CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, FIRST ILLINOIS BANK OF WILMETTE, an Illinois banking corporation, as Trustee under a Trust Agreement dated September 9, 1988, and known as Trust No. TWB-0728, and not personally (the "Mortgagor"), in order to secure an indebtedness in the principal sum of Four Million Eight Hundred Ten Thousand Three Hundred Fifty-One and No/100 Dollars (\$4,810,351), executed a Construction Loan Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and the Construction Loan Mortgage Note of the Mortgagor of even date herewith secured thereby; and

WHEREAS, VILLAGE COMMONS ASSOCIATES, an Illinois joint venture (the "Beneficiary"), is the sole beneficiary under the Trust Agreement by which the Mortgagor was created;

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the Mortgagor and the Beneficiary do hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, and (ii) all such leases and subleases and agreements referred to in (i) above. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises, if any.

The Mortgagor and the Beneficiary do hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagor and the Beneficiary do hereby jointly and severally irrevocably appoint the Mortgagee to be their agent for the management of the Premises, and do hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or

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in the name of the Mortgagor or the Beneficiary as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagor or the Beneficiary might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Section 2. Collection of Rents. The Mortgagor and the Beneficiary do hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagor or the Beneficiary to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagor, the Beneficiary and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagor and/or the Beneficiary to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the Mortgage, the said Construction Loan Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period, and the Mortgagor and the Beneficiary shall have a license to collect the rentals from the Premises in the absence of such a default.

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Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 8. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 9. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

## Section 10. Construction.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made determined or given by the Mortgagee in its sole discretion.

Section 11. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 12. Limited Recourse Obligation. Subject to the exceptions and qualifications described below, the Beneficiary and its partners shall not be personally liable for the payment of the indebtedness evidenced by or created or arising under this Assignment and any judgment or decree in any action brought to enforce the obligation of the Beneficiary to pay such indebtedness

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shall be enforceable against the Beneficiary only to the extent of its interest in the property encumbered by the Mortgage and the other Loan Documents and any such judgment or decree shall not be subject to execution upon or be a lien upon the assets of the Beneficiary other than its interest in such property. The foregoing limitation of personal liability shall be subject to the following exceptions and qualifications:

(a) The Beneficiary and its partners shall be fully and personally liable for the following:

(i) Fraud, misrepresentation or waste;

(ii) Retention by the Beneficiary of any rental income or other income arising with respect to any property encumbered by the Mortgage or the other Loan Documents which, under the terms thereof, should have been paid to the Mortgagee;

(iii) All insurance proceeds, condemnation awards or other similar funds or payments attributable to any property encumbered by the Mortgage or the other Loan Documents which, under the terms thereof, should have been paid to the Mortgagee; and

(iv) After an event of default under any of the Loan Documents has occurred and any applicable grace period has expired, the removal, demolition, damage or destruction of any property encumbered by the Mortgage or the other Loan Documents which is neither consented to in writing by the Mortgagee nor is fully compensated for by insurance proceeds or condemnation awards; and

(v) Any liability of the Beneficiary arising under Section 6.1(s) of that certain Construction Loan Agreement of even date herewith by and among the Mortgagor, the Beneficiary and the Mortgagee.

(b) Nothing contained in this Section 12 shall affect or limit the ability of the Mortgagee to enforce any of its rights or remedies with respect to any property encumbered by the Mortgage and the other Loan Documents.

(c) Nothing contained in this Section 12 shall affect or limit the rights of the Mortgagee to proceed against any person or entity, including the Beneficiary or any partner in the Beneficiary, with respect to the enforcement of any guarantees of payment or guarantees of performance and completion or other similar rights.

(d) The limitation contained in this Section 12 shall be void and completely ineffective as to the Beneficiary and any

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and all property and assets of the Beneficiary (but not as to its venture partners) in the event that the Beneficiary shall voluntarily file any petition or commence any case or proceeding under any provision or chapter of the Federal Bankruptcy Act, the Federal Bankruptcy Code, or any other federal or state law relating to insolvency, bankruptcy or reorganization, or the entry of any order of relief under the Federal Bankruptcy Code with respect to the Beneficiary.

Section 13. Execution by Mortgagor. This instrument is executed by First Illinois Bank of Wilmette, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing contained in this instrument shall be construed as creating any monetary liability on First Illinois Bank of Wilmette with respect to the performance of any warranty or covenant, either expressed or implied in this instrument, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness.

Proprietary Cook County Clerk's Office

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IN WITNESS WHEREOF, the undersigned have caused this instrument\* to be executed as of October 1, 1988.

FIRST ILLINOIS BANK OF WILMETTE, not personally but solely as Trustee as aforesaid

(SEAL)

By

*Michael W. Smith*  
Title: VICE PRESIDENT AND TRUST OFFICER

ATTEST:

*Craig S. Adams*  
Title: SECRETARY

VILLAGE COMMONS ASSOCIATES, an Illinois joint venture

By CHS Mount Prospect, Inc., a Delaware corporation, Venture Partner

(SEAL)

By

*Paul J. ...*  
Title: Vice President

ATTEST:

*James ...*  
Title: Secretary

By <sup>CHS</sup> ~~Hemphill-Mount~~ Prospect, Inc., an Illinois corporation, Venture Partner

(SEAL)

By

*John ...*  
Title: President

ATTEST:

*Nicholas ...*  
Title: Assistant

\*CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

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EXHIBIT "A"

LOTS 2, 3 and 4 IN TAX INCREMENT FINANCE SUBDIVISION NO. 1,  
A SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP  
41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN  
ACCORDING TO THE PLAT THEREOF ~~RECORDED~~

~~AS DOCUMENT~~ 3753807 AND FILED 11/16/88  
AS DOCUMENT 3753807, IN COOK COUNTY, ILLINOIS.

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STATE OF ILLINOIS )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 17th day of October, 1988, by MILDRED T. D. SMITH and CRAIG S. MORRIS AS Vice President and Trust Officer and Secretary, respectively, of First Illinois Bank of Wilmette, an Illinois banking corporation, Trustee under a Trust Agreement dated September 9, 1988, and known as Trust No. TWB-0728, on behalf of said Trustee.

*Edna W. Ross*

Notary Public

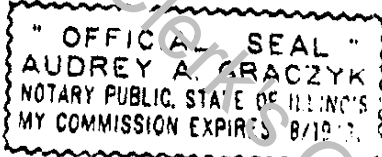
EDNA W. ROSS  
MY COMMISSION EXPIRES MAY 9, 1989

STATE OF ILLINOIS )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 19th day of October, 1988, by Robert W. Smith and Jill W. Smith, Vice President and Secretary, respectively of CHS Mount Prospect, Inc., a Delaware corporation, Venture Partner on behalf of Village Commons Associates, an Illinois joint venture.

*Audrey A. Graczyk*

Notary Public

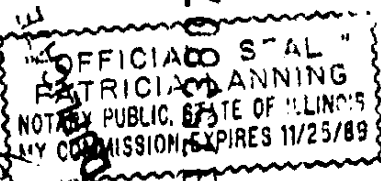


STATE OF ILLINOIS )  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 19th day of October, 1988, by James D. Hemphill and Michael S. Kurtzen, President and Assistant Secretary, respectively of Hemphill-Mount Prospect, Inc., an Illinois corporation, Venture Partner on behalf of Village Commons Associates, an Illinois joint venture.

*Patricia A. Manning*

Notary Public



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*Handwritten initials and date: LAL 2-24*

*Handwritten notes and signatures: BENICH, 11/25/89, 11/23/89, 11/22/89, 11/21/89, 11/20/89, 11/19/89, 11/18/89, 11/17/89, 11/16/89, 11/15/89, 11/14/89, 11/13/89, 11/12/89, 11/11/89, 11/10/89, 11/9/89, 11/8/89, 11/7/89, 11/6/89, 11/5/89, 11/4/89, 11/3/89, 11/2/89, 11/1/89, 10/31/88, 10/30/88, 10/29/88, 10/28/88, 10/27/88, 10/26/88, 10/25/88, 10/24/88, 10/23/88, 10/22/88, 10/21/88, 10/20/88, 10/19/88, 10/18/88, 10/17/88, 10/16/88, 10/15/88, 10/14/88, 10/13/88, 10/12/88, 10/11/88, 10/10/88, 10/9/88, 10/8/88, 10/7/88, 10/6/88, 10/5/88, 10/4/88, 10/3/88, 10/2/88, 10/1/88, 9/30/88, 9/29/88, 9/28/88, 9/27/88, 9/26/88, 9/25/88, 9/24/88, 9/23/88, 9/22/88, 9/21/88, 9/20/88, 9/19/88, 9/18/88, 9/17/88, 9/16/88, 9/15/88, 9/14/88, 9/13/88, 9/12/88, 9/11/88, 9/10/88, 9/9/88, 9/8/88, 9/7/88, 9/6/88, 9/5/88, 9/4/88, 9/3/88, 9/2/88, 9/1/88, 8/31/88, 8/30/88, 8/29/88, 8/28/88, 8/27/88, 8/26/88, 8/25/88, 8/24/88, 8/23/88, 8/22/88, 8/21/88, 8/20/88, 8/19/88, 8/18/88, 8/17/88, 8/16/88, 8/15/88, 8/14/88, 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