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under any such Leases, or in any case where Assignee otherwise would have the right, power or privilege so to do. This appointment is to be irrevocable and continuing, and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns, as long as any part of the indebtedness secured hereby shall remain unpaid.

10. Indemnification. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any and all liability, loss, damage or expense that Assignee may suffer under, or by reason of or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of this Lease, including, but not limited to, any claim by any tenants of credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including attorneys' fees with interest thereon at the Default Rate set forth in the Note, shall be payable by Assignee immediately without demand, and shall be secured as a lien hereby and by the Mortgage.

11. Records. Until the Indemnitee has secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all Leases and all future Leases of or on all or any part of the Premises, and will, if Assignee requests, specifically transfer and assign such Leases upon the same terms and conditions as herein contained, but Assignor acknowledges and agrees that such specific assignment and transfer shall not be required to make the Assignment operative with respect to such future Leases. Assignor hereby covenants and agrees to make, execute and deliver to Assignee upon demand and at any time any and all further or additional assignments, documents and other records and instruments, including, but not limited to, rent rolls and books of account sufficient for the purpose, that Assignee may deem to be necessary or advisable for carrying out the purposes and intent of, or otherwise to effectuate, this Assignment.

12. No Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time . . . at any time shall not be construed or deemed to be a waiver of any such right, and nothing so done consented nor anything done or omitted to be done by Assignee pursuant thereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or other Loan Documents, or the laws of the state in which the said Premises are situated. The rights of Assignee to collect the indebtedness secured hereby, to enforce any other security interest, or to enforce any other right or remedy hereunder may be exercised by Assignee either prior to, simultaneously with, or subsequent to any other action taken hereunder and shall not be deemed an election of remedies.

13. Primary Security. Assignor agrees this Assignment is primary in nature to the obligation evidenced and secured by the Note, Mortgage and other Loan Documents, and the other documents given to secure and collateralize the indebtedness secured hereby. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exercising any other security or collateral; however, nothing herein contained shall prevent Assignee from successively relying on the Note, foreclosing the Mortgage, or exercising any other right under any other document collateralizing the Note.

14. **Merger.** (i) The fact that the Leases or the household estates created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises; (ii) the operation of law, or (iii) any other event shall not merge any Leases or the household estates created thereby with the fee estate in the Premises as long as one of the indebtedness secured hereby and by the Note, Mortgage and other Loan Documents shall remain unpaid, unless Assignee shall consent in writing to such merger.

15. Termination of Assignment. Upon payment in full of all the indebtedness secured by the Notes, Mortgages and other Loan Documents and all sums payable hereunder, Assignee shall execute and deliver a release of this Assignment. No judgment or decree entered as to said indebtedness shall operate to thercut or lessen the effect of this Assignment until the indebtedness has actually been paid. The affidavit, certificate, letter or statement of any officer of Assignee showing that any part or all of the indebtedness has remained unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment. Any person, firm or corporation may and is hereby authorized to rely on such affidavit, certificate, letter or statement. A demand by Assignee to any tenant for payment of rents by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of Rents to Assignee without the necessity for further consent or notice to Assignee.

16. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States Mail, postage prepaid, certified or registered with return receipt requested, or by delivering same in person to the intended address as follows:

Manufacturing Affiliates
5801 W. Menard Rd.
Between 71-6050

93-12430-1963-1-6-350

If to Assinee Affiliated Bank/Western National
5801 W. Germack Rd.,
Cincinnati, OH 45243

or at such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective upon the date of its deposit. Notices given by personal delivery shall be effective upon delivery.

17 Successors. The terms, covenants, conditions and warrant contained herein, and the powers granted hereby shall run with the land and shall inure to the benefit of, and bind, all parties hereto and their respective heirs, successors and assigns, all tenants and their subtenants and assigns, and all subsequent owners of the Premises and all successors, transferees, and assignees or Assignee and all subsequent holders of the Note and Mortgage.

18 Additional Rights and Remedies. In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance of the agreements, covenants, terms, and conditions contained herein, as well as the right to ordinary and punitive damages occasioned by any breach or default by Assignor.

19. Severability. If any provision of this Agreement or its application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

20 Third Party Beneficiaries. It is expressly agreed by Assignor that no benefit of any third party or persons.

21. Entire Agreement. This document contains the entire agreement concerning the assignment of Leases and Rents between the parties hereto. No variations, modifications or changes herein or thereto shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party.

22. Construction. Whenever used here, and the context requires it, the singular shall include the plural, and the plural the singular, and any gender shall include all genders. All obligations of each Assignee hereunder shall be joint and several.

23 Governing Law. The parties agree that the law of the State of Florida shall govern the performance and enforcement of this Assignment except that if the Premises are located in a state other than the State of Florida, proceedings relating to the enforcement of remedies shall be determined in accordance with the laws where the Premises are located.

IN WITNESS WHEREOF, the said assignor has caused this instrument to be signed and sealed as of the date first above written.

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LAND TRUST

EXPLANATION

This instrument is executed by the undersigned, 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. All the terms, provisions, implications, covenants, and conditions to be performed by the undersigned are undertaken by it solely as Trustee on behalf, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document whether or not executed by said undersigned either individually or as Trustee aforesaid, relating to the subject matter of the foregoing agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, this instrument has been duly executed the day and year first above written.

This instrument is executed by the undersigned, 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 insofar as said Trustee is concerned, is revocable only out of the trust estate which in part is securing the payment hereof and through the enforcement of the provisions of any other collateral from time to time necessitating payment hereof. No personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because of or in respect of this instrument or the making, issue or transfer thereof, all such liability of said Trustee, if any, being expressly waived in any manner.

Maurice J. Baker, Affiliated Trust Co.

as Trustee under Trust Agreement dated

01/15/1984

9050

and known as Trust No. _____
and not personally

by *Rosemarie J. Baker*
its CAROL ANN WEBER

To Second Vice President

ATTEST (SEAL)

By *Rosemarie J. Baker*

Name: Rosemarie J. Baker

Title: Land Trust Officer

3807106

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ASSIGNMENT BY BENEFICIARY(IES)

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, as beneficiary(ies) of the trust, joined in this Assignment for the purpose of assigning () entire right, title and interest in and to the aforesaid rents issues and profits on the premises.

Dated as of 18, July 1957

Polytechnikum

Michael Kazarian

AUREY R. KAZSKEAN

Ansley M. Kaye

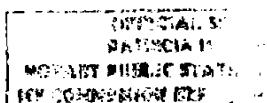
STATE OF ILLINOIS)
COUNTY OF (or)) SS

Audrey M. Kazan, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that he signed and delivered the instrument as his/her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand as November Sixty-Eight.

Statistical Results

My commission expires:



3507100

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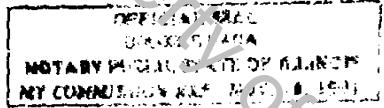
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TRUSTEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
| SS:
COUNTY OF COOK)

I, Dolores Para, a Notary Public in and for the County and State aforesaid, do hereby certify that Carol Ann Weber and Rosemarie J. Bagan, the Second Vice President and Land Trust Officer respectively of MERRILL TRUST COMPANY, AFFILIATE OF TRUST NO. 1, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustees under Trust No. 1, for the uses and purposes therein set forth, and that the said Land Trust Officer did then affix the seal of said bank as his/her own free and voluntary act and as the free and voluntary act of said bank, not personally but as Trustees aforesaid, for the uses and purposes therein set forth.

Given under my hand on Total Soil this 30th day of June, 19³³.



My Commission Expires:

BENEFICIARIES' ACKNOWLEDGEMENT

STATE OF ILLINOIS |
COUNTY OF COOK |

I, Michael Kazarian, a Notary Public in and for said County in the State aforesaid, DO JERSEY CERTIFY that
Anthony M. Yannuzzi and
personally known to me to be the same persons whose names are subscribed to the
foregoing instrument as the beneficiaries of Manufacturing Affiliate Trust Co.,
not individually, but as Trustee as aforesaid, appeared before me this day in person and acknowledged that they signed, sealed
and delivered the said instrument as the true and voluntary act for the uses and purposes herein set forth.

Given under my hand and seal this 1st day of January, 1891.

Notary Public

My Commission Expires:

320700

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EXHIBIT A

LEGAL DESCRIPTION

PIN # 16-19-421-026

Common Address :
6608 W. Cermak Rd.
Berwyn IL 60402

LOT 279 IN BERWYN MANOR, A SUBDIVISION OF THE
SOUTH 1271.3 FEET OF THE SOUTHEAST 1/4 OF
SECTION 19, TOWNSHIP 36 NORTH, RANGE 12, EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

3807100

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3. Prior Approval for Actions Affecting Leases. Assignor further covenants and agrees that it shall not, without the prior written consent of the Assignee:

(a) Receive or collect any Rent, in cash or by promissory note, from any present or future tenant of the Premises or any part thereof, and for a period of more than one (1) month in advance of the date on which such payment is due, or transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents, or incur any indebtedness, liability or other obligation to any tenant.

(b) Waive, excuse, condone, abate, consent, disclaim, set off, compromise or in any manner release or discharge any tenant under any of the Leases or from any obligation, covenant, condition or warranty to be observed, performed or fulfilled by the tenant, including the obligation to pay the rents thereunder in the manner and at the place and time specified therein;

(c) Cancel, terminate or consent to any surrender of any of the Leases, permit any cancellation or termination, commence an action of ejectment or any summary proceeding for dispossesson of the tenancy under any of the Leases, or exercise any right of re-capture provided in any of the Leases, or consent to any assignment of or subletting under any of the Leases, or

(d) Lease any part of the Premises, renew or extend the term of any of the Leases, or modify or alter any term of any of the Leases.

4. Rejection of Leases. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Act or any other federal, state, or local statute which provides for the possible termination or rejection of the leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so rejected, no settlement for damages shall be made without the prior written consent of the Assignee, and any check in payment of damages for rejection of any such lease will be made payable both to the Assignor and Assignee. Assignor hereby authorizes Assignee to make payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment as Assignee may elect.

5. Default Deemed Default Under the Note and Mortgage. In the event any representation or warranty of Assignor made herein shall be found to be untrue, or Assignor shall default in the performance or fulfillment of any obligation, term, covenant, condition or warranty herein, the Assignee may, at its option, declare such instance to be a default under the Note and Mortgage, thereby enabling Assignee to declare all sums secured hereby, and thereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and herein, as may be by law.

6. Right to Collect Rents. Assignor shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance or fulfillment of any obligation, term, covenant, condition or warranty contained herein or in the Note, Mortgage, other Loan Documents or in the Leases. Assignor shall have the right under a license granted hereby, but limited as provided in the following paragraph, to collect the same from all, or all or part of the Rents arising from or out of said Leases or any renewals, extensions, and replacements thereof, or from or out of the Premises or any part thereof. Assignor shall receive such Rents and shall hold them as a trust fund to be applied as required under the terms and conditions of the Note, Mortgage and other Loan Documents, and Assignor hereby covenants to so apply them before using any part of the same for any other purposes. In such order as Assignee may direct, to the payment of taxes and assessments upon said Premises; to the penalty or interest due thereon; to the cost of insurance, water, heat, finance, repairs, replacements and renovations required by the terms of the Note, Mortgage and other Loan Documents; to the establishment of reserves for real estate taxes, insurance and other maintenance, to the satisfaction of all obligations specifically set forth in the Leases and to the payment of interest and principal remaining due on the Note.

7. Enforcement and Termination of Right to Collect Rents. Upon, at any time after default in the payment of any indebtedness secured hereby or in the performance or fulfillment of any obligation, term, covenant, condition or warranty contained herein, in the Note, Mortgage, other Loan Documents or in the Leases, Assignee shall have all its power and without further notice, the complete right, power and authority to exercise and enforce any or all of the following rights and remedies at any time:

(a) To terminate the rights granted to Assignor to collect the Rents, and to take possession, and to demand, collect, receive, sue for attack and levy against the Rents in Assignee's own name, to give proper receipt, releases and acquittances thereon and after deducting all necessary costs and expenses of operation and collection, including attorneys' fees, to apply the net proceeds thereof together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby in such order as Assignee may determine, and this Assignee, it shall, constitute a direction to, and authority to any lessee, tenant or other third-party who has been tolled or may hereafter do, with Assignor or Assignee, at the request and direction of Assignee, to pay all Rents owing under any lease or other agreement of the Assignee without notice, the default relied upon, by any such lessee, tenant or third party as hereinafter, it may be authorized to do, upon and subject with Assignee to be fully protected by Assignor in so doing; any request, notice or command by the Assignee for the payment to the Assignee of any funds or other sums which may be or may thereafter become due under its lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no duty to inquire as to whether such default has been cured under the Loan Documents, has actually occurred or is then existing.

(b) To declare all sums secured hereby immediately due and payable and, at its option, exercise all or any of the rights and remedies contained in the Note, Mortgage and other Loan Documents.

(c) Without regard to the inadequacy of the security or the solvency of Assignor, with or without any action or proceeding through any person, by agent or trustee, or to be appointed by a court, and without regard to Assignor's possession, to enter upon, take possession of, manage and operate the Premises or any part thereof, make, modify, enforce, cancel or accept surrenders of any leases now or hereafter in effect on said Premises or any part thereof, remove and evict any lessee, increase or decrease rents, clean, maintain, repair or remodel the Premises, to the reasonable or ordinary costs or expenses that Assignee shall deem proper to protect the security hereof, as it may, and to the same extent as Assignor could do in possession, and apply the Rents so collected in such order as Assignee shall deem proper to the payment of costs and expenses incurred by Assignee in enforcing its rights and remedies hereunder, including court costs and attorneys' fees, and to the payment of costs and expenses incurred by Assignee in connection with the operation and management of the Premises, including management and brokerage fees and commissions, etc., to the payment of the indebtedness evidenced by the Note and secured by the other Loan Documents; and

(d) Require Assignor to transfer and set aside deposits to Assignee, together with all records pertaining thereto, lessening these deposits.

Provided, however, that the assignments by Assignor of this Assignment, with all of the rights, powers, privileges and authority so created, shall be prior to entry upon and taking possession of the Premises by Assignee, be deemed or construed to constitute Assignee a "Mortgagee in Possession," nor thereafter at any time or in any event oblige Assignee to appear in, or defend any action or proceeding relating to the Leases or to the Premises, to take any action hereunder to expend any money, incur any expenses, or perform or discharge any obligation or liability under this Assignment, or to assume any duty, risk or responsibility, for any security deposits or other deposit so delivered to Assignor or by any lessee thereunder and not assigned and delivered to Assignee. Furthermore, Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises.

Provided further however, that the collection of the rents and the re-possession as aforesaid and/or the entry upon and taking possession of the Premises shall not cure or waive any default, waive, modify or affect any action of default required under the Note or Mortgage or invalidate any act done pursuant to such notice.

The rights, powers and remedies conferred on Assignee hereunder, shall be cumulative and concurrent with, and not in lieu of, any other rights, powers and remedies, either Assignor, the holder or under the Note, Mortgage or other Loan Documents, (i) may be pursued separately, successively or concurrently against Assignor or the Premises, (ii) may be exercised as soon as occasion therefor shall arise, it being agreed by Assignee that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse, and (iii) are independent, and shall be, non-exclusive.

8. Authority to Cure Default. Assignee shall have the right and option at any time or from time to time, in its sole discretion (but under no circumstances shall it be required or obliged) to take up its name or in the name of Assignor such action as Assignee may determine to be necessary to cure any default by Assignor under any of the Leases, whether or not an applicable cure or grace period has expired. Assignor agrees to protect, defend, indemnify and hold Assignee harmless from and against any and all loss, claim, liability or expense (including, but not limited to, attorneys' fees and expenses) in connection with Assignee's exercise of its rights hereunder, with interest thereon at the Default Rate set forth in the Note.

9. Appointment of Attorney. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest of Assignor so that in the name, place and stead of Assignor, the Assignee may subscribe, at any time and from time to time, any leases affecting the Premises or any part thereof, in the form of the Mortgage, any other mortgage, deed of trust, encumbrance, title, the Premises or any ground lease of the Premises, and require such subscriptions which such option or authority was reserved to Assignor.

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This instrument prepared by **LO** for **Affiliated Bank Group Inc.**
1737 W. Howard Street, Chicago, IL 60626
CAROL MOSELEY BRANCH
REGISTRAR OF MORTGAGES
Elwyn IL 60402

Common Address of

ASSIGNMENT OF LEASE, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASE, RENTS AND PROFITS (hereinafter referred to as the "Assignment") is made as of this 30th day of June, 1989, by Manufacturers Al/11 Lated Trust Co., as Trustee U/T/A # 3050 dated 01/05/1984 (hereinafter referred to as Assignor, if there is more than one Assignor, Assignor shall be collectively referred to as "Assignors") in favor of Affiliated Bank/Western National

(hereinafter referred to as the "Assignee")

WITNESSETH

WHEREAS, Assignee has agreed to make a loan (hereinafter referred to as the "Loan") to Assignor, which Loan is evidenced by that certain Mortgage Note of even date herewith (hereinafter referred to as the "Note") made by Assignor and payable to the order of Assignee in the principal amount of One Hundred Eighty Thousand and 00/100 (\$180,000.00), including any amendments, modifications, extensions and renewals thereof and any supplemental note or notes increasing such indebtedness and secured by among other documents and instruments that certain Mortgage, Assignment of Leases and Security Agreement of even date herewith (hereinafter referred to as the "Mortgage") made by Assignor to Assignee and recorded in the real estate records of Elgin, Illinois, and encompassing the real property located at 6618 W. Central Rd., Elgin, Illinois, legally described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Land") and the improvements located thereon (hereinafter referred to as the "Improvements") the Land and Improvements so hereinabove collectively referred to as the "Premises"); and

WHEREAS, as a condition of the Loan, Assignee requires this Assignment to secure the indebtedness of Assignor to Assignee, as well as to secure the performance and fulfillment of all other terms, covenants, conditions and warranties contained in the Note, Mortgage and other Loan Documents (as defined in the Mortgage) and in any extensions, amendments, modifications, supplements or consolidations thereof;

NOW THEREFORE, for valuable consideration the receipt and sufficiency of which is hereby acknowledged, Assignee, jointly and severally does hereby assign, transfer, set over and convey unto Assignee all of Assignor's right, title and interest in, to and under (i) the leases, if any, as shown in Exhibit "B" attached hereto and incorporated by reference (hereinafter referred to as the "Identified Leases"), (ii) any and all leases, subleases or other tenancies, whether written or oral, which may now or at any time hereafter exist, whether or not the same are identified on Exhibit "B" attached hereto, and (iii) any and all amendments, modifications, extensions, renewals and replacements thereof, upon all or any part of the Premises (hereinafter collectively referred to as the "Leases");

Together with any and all guarantees of tenants' performance under the Leases.

Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, proceeds and profits (hereinafter referred to as the "Rents"), now due or which may hereafter become due or to which Assignor may now or may hereafter become entitled or which Assignor may demand or claim, in, during those Rents coming due during any redemption period, arising or issuing from or out of the Leases (or otherwise from or out of the premises) in any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rent resulting from untenantability due to destruction or damage to the Premises, and all escrow accounts or security deposit accounts, together with any and all rights and claims of any kind that Assignor may have against any tenant under the Leases or any subtenant or occupants of the Premises.

To have and to hold the same unto the Assignee, its successors and assigns, until termination of this Assignment as hereinabove provided; subject, however, to the right hereby granted by Assignee to Assignor to collect and receive the Rents prior to the occurrence of a default hereunder, provided, however, that this right is limited as hereinabove set forth.

In order to protect the security of the Assignment, Assignor covenants and agrees as follows:

1. **Assignor's Representation and Warranties Concerning Leases and Rents.** Trustee represents and the Beneficiary represents and warrants, if Property is vested in a land trust as of the date hereof and as of all dates hereafter, that:

(a) Assignor has good title to the Leases and Rents hereby assigned and good right and authority to assign them, free from any act or other instrument that might limit Assignor's right to make this Assignment or Assignee's rights hereunder and no other person, firm or corporation has any right, title or interest therein.

(b) Assignor has duly and punctually performed all the terms, covenants, conditions and warranties of the Leases that were to be kept, observed and performed by it.

(c) The Identified Leases and all other existing Leases are valid, unencumbered and unmodified and in full force and effect.

(d) Assignor has not previously sold, assigned, transferred, mortgaged, or pledged the Rents from the Premises whether they are due now or to become due hereafter.

(e) Any of the Rents due and owing from the Premises or from any part thereof for any period subsequent to the date hereof have not been collected, and payment thereof has not otherwise been anticipated, abated, conceded, waived, released, discounted, set off or compromised.

(f) Assignor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued rents. This paragraph does not apply to security deposits.

(g) The tenants under the Identified Leases and all other existing leases are not in default of any of the terms thereof.

2. **Assignor's Covenants of Performance.** Assignor covenants and agrees to:

(a) Observe, perform and fulfill, duly and punctually, all the obligations, terms, covenants, conditions and warranties of the Note, Mortgage, other Loan Documents and the Leases that Assignor is to keep, observe and perform, and give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same.

(b) Give prompt notice to Assignee of any notice, demand or other document received by Assignor from any tenant or subtenant under the Leases specifying any default claimed to have been made by the Assignor under the Leases.

(c) Enforce or secure the performance of each and every obligation, term, covenant, condition, and warranty in the Leases to be performed or fulfilled by any tenant, and notify Assignee of the occurrence of any default under the Leases.

(d) Appear in and defend any action or proceeding arising out of, or in any manner connected with the Leases, or the obligations, duties or liabilities of Assignor and any tenant thereunder.

(e) Pay all costs and expenses of Assignee, including attorneys' fees, in any action or proceeding in which Assignee may appear in connection therewith, and

(f) Neither create nor permit any lien, charge, or encumbrance upon its interest in the Premises, Leases or Rents, or as Lessor of the Leases, except for the lien of the Mortgage, as provided in the Mortgage.