

# UNOFFICIAL COPY

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THIS DOCUMENT HAS BEEN  
PREPARED BY, AND AFTER  
RECORDATION SHOULD BE  
RETURNED TO:

*Etienne DI 2/2*

Arnstein & Lehr  
120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606  
Attention: Michael Abramson, Esq.  
13957-0001

00606045

5242/0196 45 001 Page 1 of 15  
2000-08-09 13:30:35  
Cook County Recorder 49.00



## ASSIGNMENT OF LEASES, RENTS AND PROFITS (Land Trust)

THIS ASSIGNMENT, is made as of this July, 19, 2000, by LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, a land trust duly authorized to accept and execute trusts in the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered pursuant to a Trust Agreement dated September 20, 1993 and known as Trust No. 117726-05 (the "Trustee") and Gaetano Console and Anna Console (the "Beneficiary") (The Trustee and Beneficiary may sometimes hereinafter or alternatively be referred to collectively as the "Assignor."), in (and not personally) favor of Firststar bank, N.A. ("Assignee").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, for the purpose of securing (collectively, the "Obligations") the payment of: (a) the indebtedness providing up to Thirteen Million and No/100 Dollars U.S. (\$13,000,000.00) in line of credit financing as evidenced by that certain Revolving Credit Note, dated July 13, 2000, made by Ganna Construction, Inc. ("Ganna") payable to the order of Assignee, as the same may be amended, extended, supplemented, modified and/or renewed, and all replacements and substitutions therefor (the "Credit Note"); (b) the indebtedness in the principal amount of Five Million Dollars and No/100 Dollars U.S. (\$5,000,000.00) as evidenced by that certain Promissory Note dated July 13, 2000, made by Ganna payable to the order of Assignee, as the same may be amended, extended, supplemented, modified and/or renewed, and all replacements and substitutions therefor (the "Ganna Note"); (c) the indebtedness in the principal amount of Three Million Four Hundred Forty Thousand and No/100 Dollars U.S. (\$3,440,000.00) as evidenced by that certain Promissory Note of even date herewith made by Trustee and Ganna payable to the order of Assignee, as the same may be amended, extended, supplemented, modified and/or renewed, and all replacements and substitutions therefor (the "Note"); (d) as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in a certain Mortgage and Security Agreement (the "Mortgage") of even date herewith and any extensions, modifications, supplements and consolidations thereof, covering the Premises, as that term

BOX 303-011

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is hereinafter defined, and securing the Note made by Trustee, as Mortgagor, payable to the order of Assignee, as Mortgagee, Assignor does hereby sell, assign, transfer, set over and deliver unto the Assignee:

A. All leases, written or oral, and all agreements for use or occupancy of all or any part of the real property which is legally described on Exhibit A and the buildings and improvements located thereon ("Premises"), including without limitation, the leases described on Exhibit B;

B. Any and all present and future modifications, extensions and renewals of such leases and any and all future leases, lettings or agreements, including subleases and assignments inereof, and any modifications, extensions and renewals thereof, upon or relating to the use or occupancy of all or any part of the Premises (All such leases, agreements, subleases, assignments and tenancies may hereinafter be referred to collectively as "Leases");

C. Any and all rights against any guarantor guaranteeing a lessee's performance under any of the Leases ("Guarantor") (The agreement of any Guarantor may sometimes hereinafter be referred to as a "Guaranty"); and

D. The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including during the period of redemption, if any) become entitled to or may demand or claim, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including by way of illustration and not limitation: minimum rents, additional rents, percentage rents, escalations to rents, parking fees, real estate taxes, insurance premiums, heating fuel costs, sewer and water charges, common area maintenance costs, elevator maintenance charges, late charges, deficiency rents and liquidated damages following default, the premium payable by any of the Lessees, as that term is hereinafter defined, upon the exercise of a cancellation privilege provided in any Lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, or any part thereof, together with any and all rights and claims of any kind which Assignor may have against any Lessee under such Leases or any subtenants, assignees or occupants of the Premises (all of which being hereinafter called "Rents"),

To have and to hold the same unto the Assignee, forever, or for such shorter period as hereinafter may be indicated.

1. Power to Collect Rents. The Assignor hereby grants to Assignee, its agents or attorneys, the full power and authority to collect, sue for, settle, compromise and give acquittances for all of the Rents that may become due whether under the Leases, the Guarantees or otherwise which the Assignor might have pursued but for this Assignment.

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2. Representations and Warranties of Assignor. The Trustee and Beneficiary, each hereby represents and warrants to the Assignee as follows:

2.1 That the Trustee is the owner in fee simple absolute of the Premises and that Assignor has good title to the Leases and Rents hereby assigned and the full and unfettered right to assign them, and no other person or entity has any right, title or interest therein;

2.2 That the Leases and Guarantees are in full force and effect, that Assignor has not heretofore assigned or pledged any interest therein, and no default exists on the part of any of the lessees under any of the Leases ("Lessees"), or the Assignor, as lessor, in the performance of the terms and covenants, provisions or agreements of the Leases;

2.3 That no Rent has been paid by any of the Lessees for more than one (1) month in advance, and that no payment of the Rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor; and

2.4 That, except as set forth on Exhibit B, the Leases and Guarantees have not been amended or modified, nor have any of the rights of the lessor therein been waived.

All of the foregoing warranties are hereby reaffirmed as of the time of each disbursement of proceeds of the loans evidenced by the Obligations.

3. Covenants of Assignor. The Trustee and Beneficiary, each hereby covenants and agrees:

3.1 To fully observe, perform and discharge all obligations, terms, covenants, conditions and warranties of the Obligations and other documents and agreements given in connection therewith (collectively, "Loan Documents");

3.2 That the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and Lessee thereunder, and that the Trustee will not transfer or convey the fee title to any portion of the Premises to any of the Lessees;

3.3 That it will not terminate, modify or amend the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or accept a surrender thereof without the written consent of the Assignee, which Assignee may in its sole discretion withhold, and that any attempted termination, modification, or amendment of the Leases without such written consent shall be null and void;

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3.4 That it will not collect any of the Rents more than one (1) month in advance of the due dates or discount any future accruing Rents;

3.5 That it will not execute any other assignments or instruments having the legal effect of assignments, or suffer or permit assignments to occur by operation of law, of the Leases, or the reversions of any interest therein, or any of the Rents;

3.6 To perform all of the covenants and agreements of the lessor under the Leases, and not to suffer or permit to occur any release of liability of the Lessees, or any right of the Lessees to withhold payment of Rents;

3.7 To promptly notify Assignee of the occurrence of any default under any of the Leases and of any notice, demand or other document received by Assignor from any of the Lessees specifying any default claimed to have been made by the Assignor under any of the Leases, and to furnish Assignee with a complete copy of any such notice;

3.8 If so requested by the Assignee, to enforce the Leases and Guarantees and all remedies available to the Assignor against the Lessees and Guarantors, in case of default under the Leases by the Lessees, or under Guaranty by a Guarantor;

3.9 That none of the rights or remedies of the Assignee under the Obligations shall be delayed or in any way prejudiced by this Assignment;

3.10 That notwithstanding any modification of the terms of the Obligations, or any extension of time for payment thereunder or any release of part or parts of the Premises, the Leases and Guarantees and benefits hereby assigned shall continue as additional security for the Obligations and other obligations as set forth herein;

3.11 That it will not, without the prior written consent of Assignee, which Assignee may in its sole discretion withhold, alter, modify or change the terms of any Guaranty or cancel or terminate any Guaranty, or suffer or permit to occur any release of liability of any Guarantor under any Guaranty or not fail to do anything which may be required to be done to keep in effect or render enforceable any Guaranty, and that it will promptly advise the Assignee of any notification or other knowledge or information received by the Assignor or coming to the Assignor's attention of any defenses or claims of non-liability, in whole or in part, of any Guarantor under any Guaranty;

3.12 That it will not consent to any assignments of the Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Assignee, which Assignee may in its sole discretion withhold;

3.13 That it will not request, consent to, agree to or accept a subordination of the Leases to any mortgage or other encumbrance or lease (other than the Mortgage)

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now or hereafter affecting the Premises, or suffer or permit conversion of any of the Leases to subleases;

3.14 That it will not engage in any so-called "sale and leaseback" transaction, or in any other way, lease all or any portions of the Premises under any lease which is subject or subordinate to any of the Leases assigned hereby, without the prior written consent of the Assignee, which Assignee may in its sole discretion withhold;

3.15 That it will appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties, or liabilities of Assignor and any Lessee thereunder, and upon request by Assignee, to do so in the name and on behalf of Assignee, but in all cases at the expense of Assignor; and

3.16 That it will pay all costs and expenses of Assignee, including attorneys' fees and court costs, incurred in any action or proceeding in which Assignee may appear in connection herewith.

4. Primary Security. The security of this Assignment of Leases and Rents is primary in nature to the obligation evidenced and secured by the Obligations and any other Loan Documents. Assignor agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; provided, however, that nothing herein contained shall prevent Assignee from suing on the Mortgage Note, foreclosing the Mortgage, or exercising any other right under any other Loan Document.

5. Enforcement. Assignee, at its option and without notice, shall have the complete right, power, and authority to exercise and enforce any or all of the following rights and remedies at any time:

5.1 To demand, collect, receive, sue for, attach, and levy against the Rents in Assignee's own name, to give proper receipts, releases, and acquittances therefor, and after deducting all necessary and proper costs and expenses of operation of the Premises and collection of the Rents as determined by Assignee, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine;

5.2 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 Obligations and other Loan Documents;

5.3 Without regard to the adequacy of the security or the solvency of Assignor, with or without any action or proceeding, through any person, by agent or by a receiver appointed by a court, and without regard to Assignor's possession, to enter upon, take possession of, manage, lease and operate the Premises or any part thereof, make,

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modify, enforce, cancel, or accept surrender of any Leases now or hereafter in effect on the Premises or any part thereof; remove and evict any Lessee; increase or decrease rents; decorate, clean, and repair the Premises or any part thereof; otherwise do any act or incur any costs or expenses that Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession; and apply the rents so collected in such order as Assignee shall deem proper to the operation and management of said Premises, including the payment of reasonable management, brokerage, and attorneys' fees, and the indebtedness under the Obligations and other Loan Documents, and payment for replacements to a reserve fund that shall not bear interest; and

5.4 Require Assignor to transfer all security deposits to Assignee, together with all records evidencing these deposits.

That the collection of the Rents and their application 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 notice of default required under the Obligations or Loan Documents; or invalidate any act done pursuant to such notice. The enforcement of any right or remedy by Assignee, once exercised, shall continue until Assignee shall have collected and applied enough Rents to cure, for the time, the original default. Although the original default be cured and the exercise of any right or remedy be discontinued, the same or any other right or remedy hereunder shall not be exhausted and may be reasserted at any time and from time to time following any subsequent default. The rights and powers conferred on Assignee hereunder are cumulative and not in lieu of any other rights and powers otherwise granted Assignee.

6. Power of Attorney. Assignor hereby constitutes and appoints Assignee as its true and lawful attorney-in-fact so that in the name, place and stead of Assignor, the Assignee, at any time and from time to time, and with or without taking possession of the Premises, may rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as it may determine, collect all of said rents, income, issues and profits now or hereafter arising from or accruing due under the Leases and subordinate, any Leases affecting the Premises or any part thereof to the lien of the Obligations in any case where the Assignor otherwise would have had the right, power or privilege to do so with the same rights and powers and subject to the same immunities, exoneration of liability and recourse and indemnity as the Assignee would have upon taking possession of the Premises.

7. Effect of Foreclosure. Upon the issuance of a deed or deeds pursuant to the foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Leases and Guarantees shall thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee as its agent and attorney-in-fact as set forth above, to execute all instruments of assignment or further assurance in favor of such

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grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

8. Lease Liabilities; Indemnification. No liability shall be asserted or enforced against, or is assumed by, the Assignee, as a result of the exercise of the powers herein granted to the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever 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 the Leases and Guarantees. Should the Assignee incur any such liability, loss or damage under the 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 the Assignor shall reimburse the Assignee therefor immediately upon demand.

9. Payment of Rent. Although it is the intention of the Assignor and Assignee that this Assignment shall be a present assignment, the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Obligations or other Loan Documents. Upon the occurrence of any such default, the Assignee shall be entitled, upon demand made to the Assignor, to all Rents and other amounts then due under the Leases and Guarantees and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessees and Guarantors to pay all such amounts to the Assignee without proof of the default relied upon. The Lessees and Guarantors are hereby irrevocably authorized to rely upon and comply with any notice or demand by the Assignee for the payment to the Assignee of any Rent or other sums which may be or thereafter become due under the Leases and Guarantees, or for the performance of any of Lessees' undertakings under the Leases, and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

10. Effect on Mortgage. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Mortgage, Obligations or in any other Loan Document.

11. Rejection of Leases. In the event any Lessee should be the subject of any proceeding under the Federal Bankruptcy Code, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases, Assignor covenants and agrees that if any Lease is so rejected, no settlement for damages or compensation to the Assignor shall be made without the prior written consent of the Assignee, which Assignee may in its sole discretion withhold, and any check in payment of damages or

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compensation for the rejection of any such Lease will be made payable both to the Assignor and Assignee. Assignor hereby assigns any such 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.

12. Termination. Upon payment in full of all of the indebtedness secured by the Obligations and other Loan Documents and all sums payable hereunder, this Assignment shall be void and of no effect. No judgment or decree entered as to said indebtedness shall operate to abrogate 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 of said indebtedness has remained unpaid, shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment. Any person may, and is hereby authorized to, rely on such affidavit, certificate, letter, or statement.

13. Additional Remedies of Assignee. 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.

14. Status of Attorney-in-Fact. The appointments of the Assignee as attorney-in-fact for the Assignor as set forth in this Assignment, confer upon such party a power coupled with an interest, and such appointments are irrevocable during the duration of this Assignment.

15. Jurisdiction. Assignor expressly agrees that this Assignment is performable in Cook County, Illinois, waives the right to be sued elsewhere, and agrees and consents to the jurisdiction of any court of competent jurisdiction located in Cook County, Illinois.

16. Further Assurances. Until the indebtedness secured hereby shall have been paid in full, Assignor agrees to deliver to Assignee executed copies of any and all renewals of the Leases and all future Leases upon all or any part of the Premises, and agrees to make, execute, and deliver to Assignee promptly upon demand any and all assignments and other records and instruments, including, but not limited to, rent rolls and books of account, that Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment.

17. Enforcement of Rights. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time, shall not be construed or deemed to be a waiver of any such right, and nothing herein contained, nor anything done or omitted to be done by Assignee, shall be construed to be



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a waiver of any of Assignee's rights, and remedies under the Obligations and other Loan Documents or the laws of the State of Illinois. The rights of Assignee to collect the said indebtedness, to enforce any other security therefor, 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.

18. Binding Effect. Except as herein otherwise provided to the contrary, this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

19. Third Party Beneficiaries. It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

20. Notices. Except as otherwise provided in this Agreement, any and all notices, consents, waivers, directions, requests, votes or other instruments or communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given only if delivered in person, or if sent by registered or certified U.S. Mail, postage prepaid, or express courier, freight charges paid, and addressed as follows:

If to Assignee:

Firststar Bank, N.A.  
30 North Michigan Avenue, Second Floor  
Chicago, Illinois 60602  
Attn.: Mr. Joseph E. Long, II

with a copy to:

Arnstein & Lehr  
120 South Riverside Plaza  
Suite 1200  
Chicago, Illinois 60606  
Attention: Mr. Michael Abramson

If to Assignor:

c/o Ganna Construction, Inc.  
One Pierce Place  
Itasca, Illinois 60143  
Attention: President

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with a copy to:

Aronberg Goldgehn Davis & Garmisa  
One IBM Plaza, Suite 3000  
Chicago, Illinois 60611  
Attention: Robert N. Sodikoff, Esq.

Any notice so given shall be deemed to have been received as of the date on which it was mailed or sent, provided that the notice is actually received in due course. Any party may, by written notice to the other, specify any other address within the United States for the receipt of such instructions or communications. Any such communications sent by telegram shall be deemed properly given when received by the person to whom it is sent.

21. Amendment. This Assignment may not be amended, changed, modified or terminated, except by written instrument executed by the Assignor and Assignee.

22. Severability. If any term or provision of this Assignment or the application thereof to any person, entity or circumstances shall, to any extent, be found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each other term or provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

23. Construction. The language in all parts of the Assignment shall be in all cases construed simply according to its fair meaning and not strictly for or against any party. All words used herein in the singular number shall extend to and include the plural number. All words used herein in the plural number shall extend to and include the singular number. All words used in any gender, male, female, or neuter, shall extend to and include all genders as may be applicable in any particular context. Captions and headings contained in this Assignment are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Assignment or the intent of any provision of this Assignment.

24. Governing Law. This Assignment shall be governed and be construed in accordance with the internal laws of the State of Illinois.

25. Parties Not Partners. Nothing contained in the Note, this Assignment or any other Loan Document shall constitute Assignee, or any of its administrators, successors, or assigns, as partners with, or agents for, or principals of Assignor or any of its successors or assigns.

26. Business Day. When used herein, the term "business day" shall mean any day other than a Saturday, Sunday or official national or State of Illinois holiday. If any

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payment to be made or obligation to be performed hereunder is to be made or performed on a day other than a business day, it shall be deemed to be made or performed in a timely manner if done on the next succeeding business day.

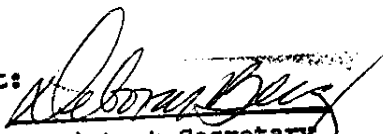
27. Trustee Exculpation. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, as trustee under Trust No. 117726-05 while in form purporting to be warranties, indemnities, representations, covenants, undertakings and agreements of said trustee, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by said trustee or for the purpose, or with the intention of binding said trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically subject to this Assignment, and this Assignment is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee. Further, no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against said trustee on account of this Assignment, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed on the day and year first above written.

LaSalle Bank National Association, as  
Successor Trustee to American National Bank  
and Trust Company of Chicago as Trustee under  
Trust Agreement dated September 20, 1993,  
known as Trust Number ~~cy11726-05~~ 117726-05  
and not personally

\_\_\_\_\_  
not personally, but as Trustee as aforesaid

Attest:

  
Assistant Secretary

By:

  
Asst Vice President

Its:

  
Gaetano Console

  
Anna Console

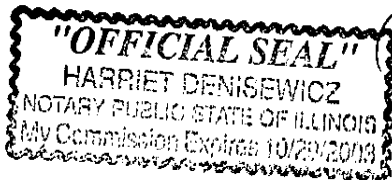
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State of Illinois )  
 ) SS:  
County of Cook )

Denisewicz

I, Harriet/, a Notary Public in and for the County and State aforesaid, do hereby certify that Nancy A Carlin, Assistant Vice President of LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, an Illinois corporation and Deborah Berg, Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst Vice President President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation, to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of August, 2000.



Harriet Denisewicz  
Notary Public  
My Commission Expires:

\_\_\_\_\_

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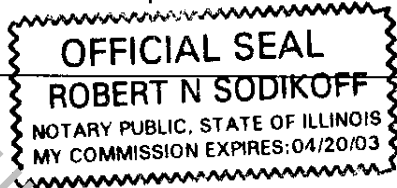
State of Illinois )  
 ) SS:  
County of Cook \_\_\_\_\_ )

I, Robert N Sodikoff, a Notary Public, in and for the County and State aforesaid do hereby certify that GAOTANO Console & Anna Console, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that ± they signed, sealed and delivered the said instrument as h\_\_ free and voluntary act, for the uses and purposes herein set forth.

Given under my hand and notarial seal this 19 of July, 2000.

Robert N Sodikoff  
Notary Public

My Commission Expires:



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## EXHIBIT A

Legal Description of the Premises  
Relating to that  
Assignment of Leases, Rents and Profits  
made by

Gaetano Console, Anna Console and LaSalle Bank National  
Association, as Successor Trustee to American National Bank  
and Trust Company of Chicago

as Assignor  
in favor of  
Firstar Bank, N.A.  
as Assignee

THAT PART OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH,  
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS  
WHICH LIES EAST OF THE EASTERLY RIGHT OF WAY LINE OF ELGIN JOLIET AND  
EASTERN RAILWAY COMPANY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF  
SECTION 32, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL  
MERIDIAN; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST  
QUARTER OF SECTION 32, 400.0 FEET; THENCE NORTH ALONG A LINE 400.0 FEET  
WEST OF AND PARALLEL WITH THE EAST LINE OF THE SAID SOUTHWEST  
QUARTER OF SECTION 32, 1492.9 FEET; THENCE NORTHEASTERLY ALONG A LINE,  
432.81 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 32, SAID POINT BEING 1650.0 FEET NORTH OF THE SAID SOUTHEAST  
CORNER OF THE SOUTHWEST QUARTER OF SECTION 32; THENCE SOUTH ALONG  
SAID EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 32, 1650.0 FEET TO  
THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH,  
RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. Number : 06-32-300-008-0000

Common Address of Premises:

*06-32-400-003-000*  
*06-32-400-002-000*  
*West Bennett Road*  
*Bennett, Illinois*

## EXHIBIT B

# UNOFFICIAL COPY

Schedule of Leases and Guarantees Assigned  
by  
Gaetano Console and LaSalle Bank National Association,  
as Successor Trustee to American National Bank  
and Trust Company of Chicago  
as Assignor  
to  
Firststar Bank, N.A.  
as Assignee  
Including all Modifications, Extensions  
and Renewals Thereof

Name of Lessee

Lease between Ganna Construction Inc.  
and Gaetano Console

Date of Lease

January 1, 1998

GUARANTEES

Name of  
Guarantor

None as of the date of  
Execution hereof.

Date of  
Guaranty

Name of Lessee  
Whose Performance  
Is Guaranteed