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ASSIGNMENT OF LEASE AND RENTALS

Delivered To: BANK UNITED  
By: Cycle Properties, LLC  
Date: June 16, 2010

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT  
ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

BOX 333-CTI

ASSIGNMENT OF LEASE AND RENTALS

WHEREAS, Cycle Properties, LLC, an Illinois limited liability company is the owner in fee simple of the property described as follows, hereinafter referred to as the "mortgaged property":

See attached Description of Real Estate.

WHEREAS, Bank United ("Bank"), is or is about to become an owner and holder of a mortgage executed by Owner covering the mortgaged property, which mortgage secures Owner's loans in the aggregate amount of One Million Fifty Thousand and No/100 Dollars (\$1,050,000.00) due Bank (hereafter referred to as "Loans") and other Indebtedness of any kind now or hereafter owing or to become due from Owner, howsoever created (hereinafter referred to as "Indebtedness") pursuant to, and as defined in, a Loan Agreement dated of even date herewith, including all amendments, modifications and extensions thereof; and

WHEREAS, Bank as a condition for making the aforesaid Loans, has required an assignment of lease or leases and the rents, issues and profits derived from the use of the mortgaged property and every part thereof, as additional security for said Indebtedness;

NOW, THEREFORE, in consideration of the foregoing, the Owner hereby assigns, transfers and sets over unto Bank the said lease or leases described in Exhibit "A" attached hereto, and any guaranties thereof, and any renewals or extensions thereof, together with any other leases heretofore or hereafter entered into, demising any part of the mortgaged property, and all of the rents, issues and profits derived from the use of the mortgaged property and any portion thereof, as additional security; and for the consideration aforesaid:

1. **Restrictions:** The Owner hereby covenants and agrees to and with Bank that as long as the aforesaid Indebtedness, or any part thereof, shall remain unpaid, and with respect to any lease or leases heretofore or hereafter entered into demising any part of the mortgaged property, Owner will not, without the written consent of Bank, except in the ordinary course of business:

- (a) Cancel said lease or leases, or any of them;
- (b) Accept a surrender of said lease or leases, or any of them;
- (c) Modify or alter said lease or leases, or any of them in any way, either orally or in writing;
- (d) Reduce the amount of rental set forth in said lease

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or leases;

(e) Consent to an assignment of the Lessee's interest in said lease or leases, or any of them, or to any subletting hereunder;

(f) Collect or accept payment of, rent under said lease or leases, or any of them, more than one month in advance;

(g) Make any other assignment, pledge or other disposition of said lease or leases, or any of them, or of the rents, issues and profits derived from the use of the mortgaged property;

and any of the above acts, if done without the written consent of Bank, shall be null and void.

2. Covenants and Warranties: Owner hereby covenants and warrants to Bank that:

(a) Said lease or leases are presently in full force and effect and that there are no defaults now existing thereunder; and

(b) Owner has not (1) executed any prior assignment, presently still existing, of any of said leases or the rentals thereunder, (2) performed any acts or executed any other instruments which might prevent Bank from operating under any of the terms and conditions of this assignment or which would limit the Bank in such operation; (3) executed or granted any modification whatever of said lease or leases, or any of them either orally or in writing; or (4) subordinated said lease or leases, or any of them to the lien of the mortgage described herein.

3. Collection of Rents: It is mutually agreed between the parties hereto that until the existence of an Event of Default as defined in the Mortgage pursuant to which this is delivered, or any breach or default shall occur in said mortgage or the note(s) secured thereby, Owner may receive, collect, and enjoy the rents, issues and profits accruing from the said mortgaged property, but not more than one (1) month in advance; but, in the event of any such Event of Default, default or breach, Bank may at its option, immediately thereafter, receive and collect all such rents, issues and profits as they come due, from such mortgaged property and under all the leases described in Exhibit "A" hereof, and any renewals and extensions thereof, and under any other lease or leases heretofore or hereafter entered into demising any part of said mortgaged property, and Bank shall thereafter continue to receive and collect all such rental, issues and profits as long as such Event of Default or defaults shall exist, and during the

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pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

4. **Access to Mortgaged Property:** Owner, in the event of any such Event of Default, default or breach by Owner, and after any applicable cure period, if any, hereby authorizes the Bank at its option to enter upon the said mortgaged property, or any part thereof, by its officers, agents, or employees, for the collection of the rents, issues and profits, and for the operation and maintenance of said mortgaged property, the Owner hereby authorizing the Bank in general to perform all acts necessary for the operation and maintenance of said property in the same manner and to same extent that the Owner might reasonably so act. The Bank shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged property, to any amounts due the Bank from the Owner under the terms and provisions of the aforesaid Loans and mortgage, and in the event of any foreclosure sale, to any deficiency during any redemption period. The manner of the application of such net income and the item or items to which it shall be applied shall be within the sole discretion of the Bank. Bank shall only be accountable for money actually received by it pursuant to this assignment. Such entry and taking possession of the mortgaged property, or any part thereof, by Bank, may be made by actual entry and possession, or by written notice served personally upon or sent by certified mail to the last owner of the mortgaged property appearing on the records of the Bank, as the Bank may elect, and no further authorization or notice shall be required. OWNER HEREBY WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE AND WAIVES ANY RIGHT TO ANY HEARING JUDICIAL OR OTHERWISE PRIOR TO THE BANK EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

5. **Bank As Owner:** It is mutually agreed that nothing contained in paragraphs 3 and 4 above shall in any way diminish, restrict, or affect any rights of Bank under said lease or leases referred to herein if Bank should become the owner of the mortgaged property after the expiration of any redemption period in connection with any foreclosure proceedings.

6. **Future Leases:** Owner covenants and agrees to transfer and assign to Bank, and does hereby transfer and assign to Bank, any and all subsequent leases upon the mortgaged property upon the same or substantially the same, terms and conditions as are herein contained and upon request of Bank, will make, execute and deliver to the Bank, upon demand, any and all instruments that may be necessary therefor.

7. **Performance of Lessor's Obligations:** The Owner covenants and agrees to perform and discharge each and every obligation, covenant, and agreement required to be performed by the Landlord

under said lease or leases referred to herein, and should the Owner fail so to do, then the Bank, but without obligation to do so, and without releasing the Owner from any obligation hereof, may make or do the same in such manner and to such extent as the Bank may deem necessary to protect the security hereof. Nothing herein contained shall be construed to bind the Bank to perform any of the terms and provisions contained in said lease or leases, or otherwise impose any obligation upon the Bank. Any default by the Owner in the performance of any of the obligations herein contained shall constitute and be deemed to be a default under the terms of said mortgage entitling Bank to exercise the rights and remedies provided by said mortgage.

8. **Direction To Pay:** The Owner irrevocably consents that any lessee or lessees under any of the said leases referred to herein, upon demand and notice from Bank of Owner's default under said note or mortgage, or notice of an Event of Default, shall pay said rents, issues and profits under said lease or leases to said Bank without any obligation under any such lease or leases for the determination of the actual existence of any Event of Default by Bank.

9. **Assignment By Bank:** Bank shall have the right to assign the Owner's right, title and interest in the said lease or leases referred to herein to any subsequent holder of said mortgage or note referred to herein, and to assign the same to any person acquiring title to the mortgaged property through foreclosure or otherwise.

10. **Cumulative Rights:** The rights and remedies of the Bank under this instrument are cumulative, and are not in lieu of, but are in addition to, any other rights or remedies which Bank shall have under said note, mortgage or otherwise between the parties hereto.

11. **Binding Effect:** All covenants and agreements contained herein shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties.

12. **Encumbrances:** Owner further covenants and agrees that it will not further encumber or cause to be encumbered any lease herein referred to or made any assignment of any sums or rights due Owner arising therefrom, and any such encumbrance or assignment shall be null and void.

13. **Leases:** Any parties becoming a lessee of any portion of the mortgaged property, by entering into any lease therefor, or by accepting occupancy thereof shall be deemed to have accepted and acknowledged all the terms of this Assignment in addition to the following:

(a) That they will not pay rent in advance except for the rental payment due on the first day of each month in advance for that month only.

(b) That upon receipt of a notice of default, they shall pay all sums then due to Owner to the Bank without liability to Owner for payments made in accordance herewith, which Owner consents to.

(c) That they shall send notice of any default by Owner to Bank and that no counterclaim, offset, withholding of rent or claim for damages arising out of said default shall be asserted against any of Bank's rights including rights to rent unless Bank shall have received thirty (30) days prior written notice of such default. This paragraph shall not be construed to imply any obligation on the part of Bank to so cure any such default or be liable to lessee for any reason.

(d) That they shall be subject and subordinate to Bank's mortgage and to all renewals, modifications, consolidation, replacements and extensions of such mortgage to the full extent of the original principal sum secured thereby, as the same may be increased by additional advances thereunder and interest thereon.

(e) That they attorn to Bank as its Landlord, with such attornment to be effective and operative without execution of any further instruments on the part of any of the parties hereto or any lessee, immediately upon Bank acquiring possession of the building, through a receiver or otherwise, or otherwise succeeding to the interest of Owner under the lease and/or mortgage.

(f) That they will not, without the written consent of Bank do any of the following, and any such action in violation hereof shall be null and void as against Bank:

- (i) Cancel said lease;
- (ii) Tender or accept a surrender of said lease;
- (iii) Modify, amend or alter said lease, in any way, either orally or in writing;
- (iv) Reduce the amount of rental set forth in said lease;
- (v) Assign all or any portion of the Lessee's interest in said lease or permit any subletting of any portion of the mortgaged property hereunder;
- (vi) Pay, or accept payment of, rent under said lease more than one month in advance;
- (vii) Fail to perform all covenants, conditions and obligations under said lease and pay all sums due thereunder.

14. Rights To Possession: Owner further covenants and agrees that in connection with Bank's right to possession of the premises upon default by Owner, as specified in the foregoing paragraphs, Owner acknowledges that it has been advised that there is a significant body of case law in Illinois which purportedly provides that in the absence of a showing of waste of a character sufficient to endanger the value of the premises, or other special factors, an Owner is entitled to remain in possession of the subject premises, and to enjoy the income, rents and profits therefrom, during the pendency of foreclosure proceedings and until the expiration of the redemption period, even if the relevant documents expressly provide to the contrary. Owner further acknowledges that it has been advised that the Bank recognizes the value of the security covered hereby is inextricably intertwined with the effectiveness of the management, maintenance and general operation of the premises, and that the Bank would not make the loan secured hereby unless it could be assured that it would have the right to take possession of the premises in order to manage or to control management thereof, and to enjoy the income, rents and profits therefrom, immediately upon default by Owner or others hereunder, or in the case of any other event of default, notwithstanding that foreclosure proceedings may not have been instituted, or are pending, or the redemption period may not have expired. Accordingly, Owner hereby knowingly, intelligently and voluntarily waives all right to possession of the premises and the rights to enjoy the income, rents and profits therefrom, from and after the date of default hereunder, upon demand for possession by Bank, and Owner agrees not to assert any objection or defense to Bank's request or petition to a court for possession and the right to demand, collect, receive and enjoy the income, rents and profits therefrom. The rights hereby conferred upon Bank have been agreed upon prior to any default by Owner hereunder and the exercise by Bank of any such rights shall not be deemed to put Bank in the status of a "mortgagee in possession". Owner acknowledges that this provision is material to this transaction and that Bank would not make the loan secured hereby but for this paragraph.

IN WITNESS WHEREOF, this assignment has been signed and sealed by Owner this 16th day of June, 2000.

Witness:

"Owner"

Mark J Anderson

Cycle Properties, LLC  
By William L. Kurzrock  
William L. Kurzrock,  
Sole Member *W.L.K.*

Holly R Weidner

State of Illinois )  
 ) SS  
County of Cook )

I, a notary public in and for the state and county aforesaid, do hereby certify that this 16th day of June, 2000 there appeared before me William L. Kurzrock, the Sole Member of Cycle Properties, LLC, an Illinois limited liability company who executed and delivered the foregoing mortgage on behalf of said company.

My commission expires:  
2/17/03

Daniel G. Coman  
Notary Public,  
State of Illinois

Drafted by and when recorded return to:

Raoul K. Maitra, Esq.  
Couzens, Lansky, et al  
39395 West Twelve Mile Road, Suite 200  
Farmington Hills, Michigan 48331





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Exhibit "A"

Any and all leases and/or subleases now or hereafter covering the mortgaged property.

o:\RKM\BANK UNITED\BNG\asslr.dr1

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EXHIBIT B

Description of Real Estate

SUB-LOT 4, EXCEPT THE WESTERLY 72 FEET THEREOF (AS MEASURED ALONG THE NORTHERLY LINE), IN COUNTY CLERK'S DIVISION OF THAT PART SOUTH OF GRAND AVENUE OF LOT 2 (EXCEPT A.C. SCHMIDT'S SUBDIVISION ) IN ASSESSORS DIVISION OF FRACTIONAL WEST 1/2 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

O:\RKM\BANK UNITED\BNG\asslr.drl

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