

# UNOFFICIAL COPY

FOR RECORDER'S USE ONLY



**PREPARED BY AND WHEN  
WHEN RECORDED MAIL TO:**

Steven Bright, Esq.  
Levenfeld Pearlstein Glassberg Tuchman  
Bright Goldstein & Schwartz, LLC  
33 West Monroe Street  
21<sup>st</sup> Floor  
Chicago, Illinois 60603

0010581817

3293/0092 20 001 Page 1 of 12  
2001-07-02 12:48:00  
Cook County Recorder 83.00

**ASSIGNMENT OF OPERATING  
CONTRACTS, LICENSES AND PERMITS**

793055  
DCAEM  
373

12  
SD

This Assignment is dated this 1<sup>st</sup> day of June, 2001, by and between **FIRST MIDWEST BANK, NATIONAL ASSOCIATION** ("Lender") and **A&A MIDWEST REBUILDERS SUPPLIERS, INC.** (the "Borrower").

**P R E A M B L E:**

1.01 Note. (A) Pursuant to that certain Indenture of Trust dated June 1, 2001 entered into by and between First Midwest Trust Company, N.A. ("Trustee") and the City of Chicago ("Issuer") (said Indenture of Trust, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Indenture") and that certain Loan Agreement dated June 1, 2001 entered into by and between Borrower and Issuer (said Loan Agreement, as may be amended or restated from time to time, shall be hereinafter referred to as the "Loan Agreement"), that certain Promissory Note (said Promissory Note, as may from time to time be amended, modified, substituted, restated, renewed and/or extended, shall hereinafter be referred to as the "Bond Note") in the principal amount of \$2,150,000.00 payable, along with interest, and maturing as specified in the Bond Note has been or is being contemporaneously executed and delivered by Borrower to Issuer and assigned to Trustee. Trustee is acting as trustee under the Indenture at the request and for the benefit of Lender.

1.02 Bonds. Pursuant to the Indenture, Issuer is issuing \$2,150,000.00 City of Chicago Enterprise Zone Facility Revenue Bonds (A&A Midwest Rebuilders Suppliers, Inc. Project) Series 2001 (the "Bonds"). All of the Bonds are being purchased by Lender pursuant to that certain Bond Purchase Agreement dated the date of this Assignment by and among Lender, Issuer and Borrower (the "Bond Purchase Agreement").

1.03 Bond Security Agreement. The proceeds of the Bonds shall be made available to Borrower pursuant to the provisions of the Indenture and that certain Bond Security Agreement dated the date of this Agreement by and among Lender, Trustee and Borrower (said Bond Security Agreement, as may be amended, modified, substituted, restated, renewed and/or extended from time to time shall be referred to as the "Bond Security Agreement").

**BOX 333-CTI**

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2024

NOW, THEREFORE, to induce (A) Trustee to (i) enter into the Indenture and the Bond Security Agreement; and (ii) purchase the Bond Note; and (B) Lender to (i) enter into the Bond Purchase Agreement and the Bond Security Agreement; and (ii) purchase the Bonds; and (C) Lender and Trustee to make available the proceeds of the Bonds to Borrower pursuant to the Bond Security Agreement and the Indenture, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Assignment of Contract Rights. To secure payment and performance of the Liabilities (as defined in the Bond Security Agreement), and as security for the repayment of each of the Notes, the Bonds and payment and performance of all other indebtedness, obligations and liabilities of Assignor to Assignee and/or Trustee pursuant to the Bond Documents (as defined in the Bond Security Agreement) and the Security Documents (as defined in the Indenture) and the Other Lender Documents (as defined in the Bond Security Agreement), howsoever created, arising or evidenced, and whether now existing or hereafter arising, including, but not limited to, under the Bond Security Agreement, the Indenture, and any document entered into or given pursuant to the Bond Security Agreement, the Indenture, the Bond Documents, the Security Documents and the Other Lender Documents, Borrower hereby irrevocably grants a security interest, pledges and collaterally assigns to Lender all of Borrower's rights, title, interest, options and privileges (but not its obligations) in and to (i) all executory contracts, construction contracts, service contracts, management contracts and operating contracts, whether now existing or hereinafter arising, entered into by or given to the Borrower with respect to or in any way related to the Property; (ii) all licenses, permits, approvals, certificates and consents issued by any and all public or private authorities or agencies with respect to or in any way relating to the Property; (iii) any and all guaranties, sureties and bonds in any way relating to any of the items described in clauses (i) and (ii) above; and (iv) any and all amendments, modifications, extensions, renewals, replacements, supplements and/or restatements of any of the items described in clauses (i), (ii) and (iii) above, including, but not limited to, those contracts, licenses, permits, approvals, certificates and consents more fully described on Exhibit "B" attached hereto (collectively, the "Contracts"), which rights, title, interest, options and privileges may be exercised by Lender at any time following the occurrence of an Event of Default as defined in the Loan Agreement. Borrower covenants and agrees with Lender to perform all of the Borrower's obligations pursuant to the Contracts and shall not modify, amend or terminate the Contracts without the prior written consent of Lender. Upon the request of Lender made to Borrower, Borrower shall provide Lender with written consents, in form and manner satisfactory to Lender, of the parties other than the Borrower to any of the Contracts or any issuer of any of the Contracts, to the assignment of any or all of the Contracts. Without limitation of the foregoing, the general contractors constructing the Improvements (as defined in the Loan Agreement) upon the Property shall execute and deliver to Lender consents to the Assignment of the construction contract relating to the Property.

2. Lender Not Obligated. Notwithstanding anything else contained in this Assignment, Lender, by acceptance of this Assignment, shall not assume by implication or otherwise any duties or obligations of the Borrower under any of the Contracts; provided, however, that upon the occurrence of an Event of Default as defined in the Loan Agreement, Lender shall be entitled, but not obligated, to perform or cause to be performed any obligations of the Borrower under any of the Contracts as Lender determines necessary or appropriate in its sole and arbitrary discretion, including, but not limited to, obtaining additional work, materials or services or obtaining the release of liens or other claims and, in any such events, all sums paid or incurred by Lender in connection therewith shall be considered advances to Borrower repayable under the Loan Agreement, with interest thereon at the highest interest rate set forth in the Note (as defined in the Loan Agreement).

3. Borrower's Representations and Warranties. Borrower hereby represents and warrants to Lender (i) that to the best of its knowledge, the Contracts are in full force and effect and are not subject to any pending termination, notice or claim; (ii) that to the best of its knowledge, there are, as of the date hereof, no uncured breach or default by Borrower under any of the Contracts, (iii) Borrower is the sole owners of all rights under all of the Contracts; (iv) Borrower has not previously assigned or encumbered any of the rights, privileges or options intended to be assigned by this instrument; (v) the Contracts have not been amended, revised, modified or changed, except in writing as more fully described as part of Exhibit B; and (vi) that this Assignment does not violate or conflict with any agreement or undertaking to which Borrower is a party or bound.

4. Miscellaneous. This Assignment shall be governed by and construed under the laws of the State of Illinois. This Assignment contains the entire agreement between the parties hereto with respect to the assignment of the Contract and supercedes all prior agreements and understandings, whether oral or written, related to the

Page 10 of 11

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

subject matter of this Assignment, except that in the event of any conflict between this Assignment and the Loan Agreement, the terms and provisions of the Loan Agreement shall govern and control. This Assignment shall be binding upon, and inure to the benefit of, Lender, Borrower and their respective successors and assigns. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Assignment or effecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREFORE, Assignor has executed and delivered this Assignment as of the date first written above.

A&A MIDWEST REBUILDERS SUPPLIERS, INC.

By: [Signature]  
Title: President

The undersigned hereby accepts the foregoing Assignment:

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

10581817

subject matter of this Assignment, except that in the event of any conflict between this Assignment and the Loan Agreement, the terms and provisions of the Loan Agreement shall govern and control. This Assignment shall be binding upon, and inure to the benefit of, Lender, Borrower and their respective successors and assigns. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Assignment or effecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREFORE, Assignor has executed and delivered this Assignment as of the date first written above.

A&A MIDWEST REBUILDERS SUPPLIERS, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

The undersigned hereby accepts the foregoing Assignment:

FIRST MIDWEST BANK, NATIONAL ASSOCIATION

By: *Thomas J. DePolo*

Title: *Vice President*

Date: *6/27/01*

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office





UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

10581817

## CONSENT TO ASSIGNMENT

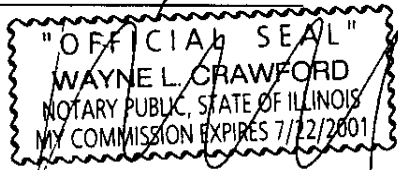
The undersigned (the "Contractor") for and in consideration of the potential financial benefits to be received by it through the performance of the Contract by and between Contractor and A&A Midwest Rebuilders Suppliers, Inc. ("Assignor") more fully described on Exhibit B attached hereto (said contract as amended, modified, extended, renewed, supplemented, replaced, substituted and/or restated from time to time shall be referred to as the "Contract"), (i) HEREBY ACKNOWLEDGES AND CONSENTS to the assignment of the Contract by Assignor to Lender (the "Assignment"); (ii) covenants and agrees with Lender that in the event of the exercise by Lender of its rights in connection with the Assignment and upon tender by Lender of any required performance, the Contract shall remain in full force and effect for the benefit of Lender; (iii) agrees to accept from Lender any tender of performance under the Contract as if tendered by Assignor at no increase in cost or charges above those stated in the Contract, provided, however, that Lender, following any such exercise by Lender of its rights in connection with this Assignment, shall only be obligated to pay to Contractor, from and after any default ("Default") by Assignor under any applicable agreements, instruments and/or documents by and between Lender on the one hand and Assignor on the other hand, or given by Assignor to Lender, all sums then due or thereafter coming due to Contractor under the terms of such Contract; (iv) agrees to refrain from amending or modifying the Contract in any material respect without first obtaining the written consent of Lender; and (v) represents and warrants to Lender that the Contract described on Exhibit B is true, correct and complete. Contractor further acknowledges and agrees that (A) the Assignment does not in any manner whatsoever constitute any assumption by Lender of any of the duties or obligations of any party to the Contract, unless Lender requests Contractor to perform under the contract; and (B) after a Default, Lender shall be entitled, but not obligated to, to perform any obligations of Assignor, or any of them, under the Contract, all in Lender's sole and arbitrary discretion;

TRIAD CONSTRUCTION SERVICES, INC.

By: [Signature]  
 Title: [Signature]

ATTEST: [Signature]

By: \_\_\_\_\_  
 Title: V.P. / Secy



UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

11 3 11

7/11/11

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

10581817

## CONSENT TO ASSIGNMENT

The undersigned (the "Architect") for and in consideration of the potential financial benefits to be received by it through the performance of the Contract by and between Architect and A&A Midwest Rebuilders Suppliers, Inc. ("Assignor") more fully described on Exhibit B attached hereto (said contract as amended, modified, extended, renewed, supplemented, replaced, substituted and/or restated from time to time shall be referred to as the "Contract") and to induce FIRST MIDWEST BANK, NATIONAL ASSOCIATION ("Lender") to make financial accommodations available to Assignor, (i) HEREBY ACKNOWLEDGES, AGREES AND CONSENTS to the assignment of the Contract by Assignor to Lender (the "Assignment"); (ii) covenants and agrees with Lender that in the event of the exercise by Lender of its rights in connection with the Assignment and upon tender by Lender of any required performance, the Contract shall remain in full force and effect for the benefit of Lender; (iii) agrees to accept from Lender any tender of performance under the Contract as if tendered by Assignor at no increase in cost or charges above those stated in the Contract, provided, however, that Lender shall only be obligated to pay to Architect, from and after any default ("Default") by Assignor under any applicable agreements, instruments and/or documents by and between Lender on the one hand and Assignor, or any of them on the other hand, or given by Assignor, or any of them to Lender, all sums coming due to Architect under the terms of such Contract; (iv) agrees to refrain from amending or modifying the Contract in any material respect without first obtaining the written consent of Lender; and (v) represents and warrants to Lender that the Contract described on Exhibit B is true, correct and complete. Architect further acknowledges and agrees that (A) the Assignment does not in any manner whatsoever constitute any assumption by Lender of any of the duties or obligations of any party to the Contract; and (B) after a Default, Lender shall be entitled, but not obligated to, to perform any obligations of Assignor, or any of them, under the Contract, all in Lender's sole and arbitrary discretion;

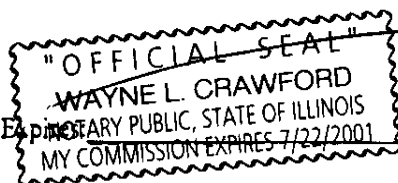
N/A  
 \_\_\_\_\_  
 JOHN M. BEHRENS

### ARCHITECT:

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF C O O K )

I, Wayne Crawford a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, John M. Behrens, appeared before me this day in person and acknowledge that such person signed and delivered the said instrument as such person's own free and voluntary act for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 28th day of June, 2001.



My Commission Expires

Wayne Crawford  
 \_\_\_\_\_  
 NOTARY PUBLIC

UNOFFICIAL COPY

30

11/20/20

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

10581817

EXHIBIT LIST TO ASSIGNMENT OF  
CONTRACTS, LICENSES AND PERMITS

Exhibit A - Property

Exhibit B - List of Contracts

Property of Cook County Clerk's Office

UNOFFICIAL COPY

7/1/2011

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

EXHIBIT A  
Page 1 of 2  
Legal Description

10581817

**PARCEL 1:**

LOTS 14 TO 25 (EXCEPT THAT PART OF LOTS 20 TO 23 LYING SOUTHWESTERLY OF A LINE DRAWN FROM THE NORTHWEST CORNER OF LOT 23 TO A POINT ON THE SOUTH LINE OF LOT 20, 45.2 FEET EAST OF THE SOUTHWEST CORNER THEREOF) IN BLOCK 1 IN THE AMERICAN BRIDGE COMPANY'S SUBDIVISION OF THAT PART OF BLOCK 3 LYING SOUTH OF THE UNION STOCK YORK RAILROAD AND BLOCKS 6 OF PRYORS SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

ALL THAT PART OF THE VACATED NORTH SOUTH 16 FOOT WIDE ALLEY LYING WEST OF AND ADJOINING LOTS 14 TO 19 AND EAST OF AND ADJOINING LOTS 20 TO 25 IN BLOCK 1 DESCRIBED IN PARCEL 1 AFORESAID.

**PARCEL 3:**

LOTS 1 TO 16 IN BLOCK 6 IN W.F. DAYS SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

ALL THAT PART OF THE VACATED NORTH SOUTH 14 FOOT WIDE ALLEY LYING WEST OF AND ADJOINING LOTS 1 THRU 8, BOTH INCLUSIVE AND EAST OF AND ADJOINING LOTS 9 THRU 16 BOTH INCLUSIVE IN BLOCK 6 DESCRIBED IN PARCEL 3 AFORESAID.

**PARCEL 5:**

LOTS 1, 2, 5, 6 AND 11 TO 16 IN BLOCK 6 IN HUBBARD, CROCKER AND STONE'S SUBDIVISION OF 10 ACRES NORTH AND ADJOINING THE SOUTH 3/8 AND EAST AND ADJOINING THE WEST 22½ ACRES OF THE NORTH 5/8 OF THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 6:**

THE VACATED NORTH SOUTH 14 FOOT WIDE ALLEY LYING WEST OF AND ADJOINING LOTS 1 AND 2 AND LYING EAST OF AND ADJOINING LOTS 15 AND 16 OF BLOCK 6 DESCRIBED IN PARCEL 5 AFORESAID.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

10581817

EXHIBIT A

2072

20-04-212-022-0000  
20-04-212-023-0000  
20-04-212-024-0000  
20-04-212-025-0000  
20-04-212-026-0000  
20-04-212-027-0000  
20-04-212-028-0000  
20-04-212-029-0000  
20-04-212-030-0000  
20-04-212-031-0000  
20-04-212-032-0000  
20-04-212-033-0000  
20-04-212-034-0000  
20-04-212-035-0000  
20-04-212-051-0000  
20-04-212-052-0000  
20-04-212-053-0000  
20-04-212-054-0000  
20-04-212-055-0000  
20-04-212-056-0000  
20-04-212-057-0000  
20-04-212-058-0000  
20-04-212-059-0000  
20-04-212-060-0000  
20-04-212-063-0000  
20-04-212-064-0000  
20-04-212-073-0000

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office