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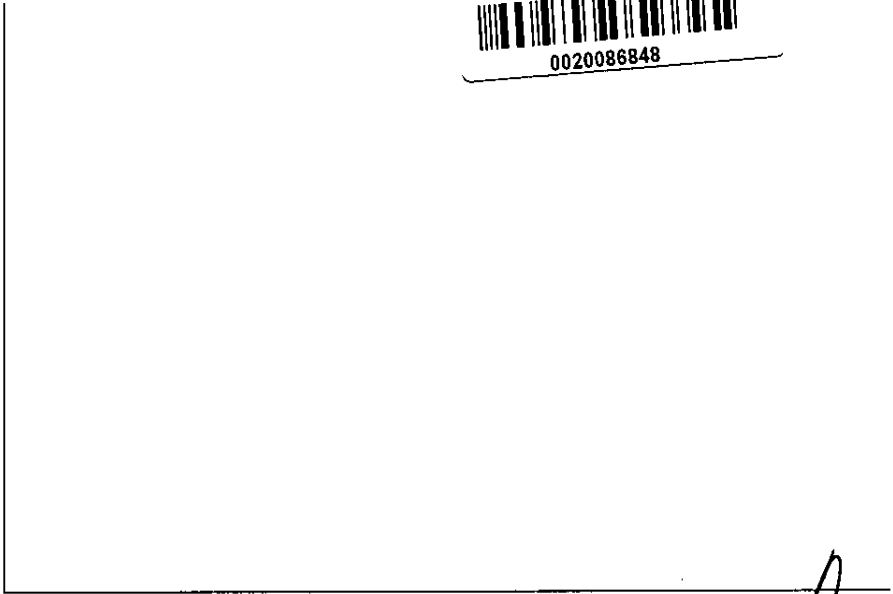
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Cook County Recorder

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(THE ABOVE SPACE FOR RECORDER'S USE ONLY)

**ASSIGNMENT OF LEASES AND RENTS
(SENIOR LOAN)**

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of December 3, 2001, is made by **VILLAGE GREEN, L.L.C.**, an Illinois limited liability company ("**Borrower**"), in favor of **CIB BANK** ("**Lender**"), whose address is 20527 South LaGrange Road, Frankfort, Illinois 60423.

RECITALS

WHEREAS, Borrower and Lender have executed that certain Construction Loan Agreement dated concurrently herewith (the "**Loan Agreement**") pursuant to which Lender has agreed to make, and Borrower has accepted, a loan in the maximum principal amount of Twenty One Million Three Hundred Eighty Five Thousand and No/100 Dollars (\$21,385,000) (the "**Loan**"), which Loan is evidenced by a certain Construction Note dated concurrently herewith and executed by Borrower in favor of Lender (the "**Note**");

WHEREAS, Borrower has also delivered a certain Mortgage, Security Agreement and Fixture Filing (the "**Mortgage**") to secure the repayment of, among other things, the Note, which Mortgage conveys to Lender a first lien on the property described in **Exhibit A** attached hereto and made a part hereof (the "**Property**"); and,

WHEREAS, Borrower desires to further secure: (i) the repayment of the Note, and any amendments, renewals, substitutions or replacements thereof and (ii) the performance of

BOX 333-CT1

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Borrower's obligations under the Loan Agreement, Mortgage, the Note and all other documents evidencing or securing the Loan (collectively, the "Liabilities").

AGREEMENTS

NOW, THEREFORE, for and in consideration of the above and the mutual agreements herein contained and as further and additional security to the Lender for the repayment and performance of the Liabilities and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Borrower agree as follows:

1. Borrower, does hereby sell, assign and transfer unto the Lender the following:
 - (i) all Current Leases (as hereinafter defined), future leases, contracts or any other agreements relative to the ownership or occupancy of all or any portion of the Property, whether written or verbal, whether heretofore, now or hereafter made or agreed to or which may be made or agreed to by the Lender under the powers granted in this Assignment (the "Leases"); and
 - (ii) all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing, including all deposits or money as advance rent, for security or as earnest money or as down payment for the purchase of all or any part of the Property, now due and which may hereafter become due under or by virtue of the Leases and/or any letting of, or any agreement for the use and occupancy of, the Property of any part thereof; and
 - (iii) all guaranties of any of the foregoing.
2. Borrower hereby represents to Lender, its successors and assigns as follows:
 - (i) attached as Exhibit B is a schedule of any Leases existing as of the present date with respect to the Property or part thereof (the "Current Leases"); all amendments to any Current Leases are designated on the aforesaid schedule; and Borrower is the sole owner of the entire lessor's interest in the Current Leases;
 - (ii) no default exists on the part of lessor or lessee under the terms of any Current Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Current Leases;
 - (iii) the Current Leases are, and any future Leases will be, valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

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- (iv) if any Current Leases or future Leases provide for the abatement of rent during repair of the demised Property by reason of fire or other casualty, Borrower shall furnish rental insurance to Lender in amount and form, and written by insurance companies, as shall be satisfactory to Lender;
- (v) Borrower shall not hereafter terminate, modify or amend any Current Leases or future Leases or any of the terms thereof without the prior written consent of Lender, which consent shall not be unreasonably withheld, and any attempted termination, modification or amendment of said Current Leases or future Leases, or any one of them, without such written consent shall be null and void; provided, however, that Borrower may, upon notice to Lender but without Lender's prior written consent, terminate Leases in the ordinary course of business in connection with a tenant default;
- (vi) Borrower shall perform all of the covenants and agreements as lessor under the Current Leases and any future Leases and shall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein to withhold payment of rent;
- (vii) if so requested by the Lender after default under any Current Leases or any future Leases, the Borrower shall enforce any one or several of the Current Leases and all remedies available to Borrower against the lessee therein named; and
- (viii) if no Current Leases are scheduled on Exhibit B, then Borrower shall not enter into any future leases for the Property, or any portion thereof, without the prior written consent of Lender.

3. Borrower represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Property for more than one installment in advance (exclusive of customary security deposits which may also be collected by Borrower) and that no payment of rents to accrue for any portion of the Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by Borrower. Borrower waives any right of set-off against any person in possession of any portion of the Property. Borrower agrees not to make any other or further assignment of the rents or profits or Leases prior to the release of this Assignment.

4. Borrower further agrees to execute and deliver, immediately upon the request of the Lender, all such further assurances and assignments in the Property as the Lender shall from time to time reasonably require.

5. It is the intention of the parties hereto to establish an absolute transfer and assignment of the Leases and agreements, and all the avails thereof, to the Lender. Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Lender shall not exercise any of the rights and powers conferred upon it herein until and unless

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one or more of the following events shall occur, and in each instance, all applicable grace periods, if any, shall have expired, which events shall constitute "Events of Default" hereunder:

- (i) an Event of Default shall occur under the terms of the Note, the Mortgage, the Loan Agreement or any other Loan Document (as defined in the Loan Agreement); or
- (ii) a default shall be made in the performance or observance of any of the conditions or agreements hereunder and Borrower shall fail to cure such default within thirty (30) days after being served with written notice thereof by Lender, during which period Borrower shall be diligently pursuing a cure.

Nothing herein contained shall be deemed to affect or impair any rights which the Lender may have under said Liabilities or any other instrument herein mentioned.

6. Upon the occurrence of an Event of Default, Borrower hereby authorizes Lender, with or without taking possession of the Property and with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Lender would have upon taking possession of the Property pursuant to the provisions hereinafter set forth, to:

- (i) direct and instruct each and every present and future lessee or tenant of the whole or any part of the Property to pay all unpaid rental agreed upon in any Leases to the Lender directly; and
- (ii) collect all avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Property; and
- (iii) rent, lease or let all or any portion of the Property to any party or parties at such rental and upon such terms, as Lender in its discretion may determine.

7. In any case in which, under the provisions of the Mortgage, the Lender has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, Lender has the right to have a receiver appointed for the Property or to be designated as a mortgagee in possession of the Property, and upon such appointment or designation, Borrower agrees to surrender the Property to such receiver or the Lender, as the case may be, and such receiver or the Lender shall be entitled to take actual possession of the Property or any part thereof personally, or by its agents or attorneys, and in its discretion may do any of the following:

- (i) with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Property, together with all the

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documents, books, records, papers and accounts of Borrower or the then-owner of the Property relating thereto; and

- (ii) exclude the Borrower, its agents or servants, wholly therefrom; and
- (iii) as attorney in fact or agent of the Borrower, or in its own name and under the powers herein granted, hold, operate, manage and control the Property and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Property, including: (a) the bringing of actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, (b) the cancellation or termination of any Lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same; (c) the disaffirmance of any Lease or sublease made subsequent to the mortgage or subordinated to the lien thereof; (d) the making of all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises that may seem judicious, in its discretion; and/or (e) the insuring and reinsuring of the same for all risks incidental to such possession, operation and management and to receive all such avails, rents, issues and profits.

8. The Lender in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Property to the payment of or on account of the following, in such order as the Lender may determine:

- (i) the payment of the operating expenses of the Property, including cost of management and leasing thereof (which shall include reasonable compensation to the Lender and its agent or agents, if management be delegated to an agent or agents, and it shall also include Lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establishing claims for damages, if any, and premiums on insurance hereinabove authorized;
- (ii) the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Property in such condition as will, in the reasonable judgment of the Lender, make it readily rentable; and
- (iii) the payment of the Liabilities and any other indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

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9. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases or rental agreements relating to the Property, and Borrower shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any Lease or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Lender incur any such liability, loss or damage, under said Leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, Borrower agrees to reimburse the Lender for the amount thereof, including direct costs, direct expenses and reasonable attorneys' and paralegals' fees, immediately upon demand.

10. It is understood and agreed that the provisions set forth in this Assignment shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Liabilities, all of which remedies shall be enforceable concurrently or successively. This Assignment shall be governed by and construed under the laws of the State of Illinois.

11. Notices and other communications provided for in this Assignment shall be in writing and shall be delivered personally, sent via facsimile, mailed, by certified or registered mail, postage prepaid or delivered by overnight courier addressed:

If to the Lender:

CIB Bank
20527 South LaGrange Road
Frankfort, IL 60423
Attention: Daniel J. Regan and Derrick Mars
Facsimile: (815) 464-4906

With a copy to:

Foley & Lardner
Three First National Plaza
Suite 4100
Chicago, IL 60602
Attention: Wayne F. Osoba
Facsimile: (312) 558-6538

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If to the Borrower:

Village Green, L.L.C.
3000 West Dundee Avenue, Suite 407
Northbrook, Illinois 60062
Attention: Jordon H. Kaiser
Facsimile: (847) 656-8745

With a copy to:

Storino, Ramello & Durkin
9501 West Devon Avenue, 8th Floor
Rosemont, IL 60018
Attention: Nicholas Peppers
Facsimile: (847) 318-9509

All notices and other communications given to any party hereto in accordance with the provisions of this Assignment shall be deemed to have been given on the date of personal delivery, mailing or facsimile transmission and on the date one business day after delivery to an overnight courier, in each case addressed to such party as provided in this Section 11 or in accordance with the latest unrevoked direction from such party.

12. Nothing herein contained shall be construed as constituting the Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by Borrower.

13. Whenever the word "Borrower" is mentioned herein, it is hereby understood that the same includes and shall be binding upon the Borrower and its successors and assigns, including successors by consolidation, and any party or parties holding title to the Property by, through or under the Borrower. All of the rights, powers, privileges and immunities granted and assigned to the Lender shall also inure to its successors and assigns, including all holders, from time to time, of the Note or the Liabilities. If this instrument is executed by more than one person or entity, all obligations and undertakings of Borrower herein shall be joint and several. Further, the term "Note" as used herein shall also include any note executed in renewal, substitution, amendment or replacement thereof.

14. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by Borrower, or until such time as this

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instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

15. In the event that the Lender incurs any reasonable costs, including attorneys' and paralegals' fees, court costs and advances, to enforce the provisions of this Assignment, the Borrower on demand by the Lender, shall immediately reimburse the Lender therefor. Borrower's liability for all reasonable expenses and fees hereunder shall also extend to the collection of any judgment which shall result from Lender's enforcement of its rights and remedies under this Assignment.

16. TO INDUCE LENDER TO ACCEPT THIS ASSIGNMENT, BORROWER IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT MAY BE LITIGATED IN COURTS HAVING SITUS WITHIN THE COUNTY OF COOK, STATE OF ILLINOIS. BORROWER HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE AND HEREBY WAIVES ANY OBJECTION IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING BROUGHT AGAINST BORROWER BY LENDER IN ACCORDANCE WITH THIS SECTION.

17. BORROWER IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (I) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS ASSIGNMENT OR ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith, OR (II) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH OR RELATED TO THIS ASSIGNMENT OR ANY SUCH AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signature Page Follows]

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IN WITNESS WHEREOF, this instrument is executed by Borrower as of the date and year first above written.

VILLAGE GREEN, L.L.C., an Illinois
limited liability company

By: 

Walter Kaiser

Its: Manager

Property of Cook County Clerk's Office

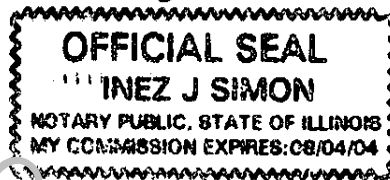
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Walter Kasser personally known to me to be a Manager of Village Green, L.L.C., an Illinois limited liability company, and personally known to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument in his capacity as a Manager of such company as his free and voluntary act and deed and as the free and voluntary act and deed of said company for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of December, 2001.

Alej J Simon
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 29 AND THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 4 IN BLOCK 19 IN MINOR'S ADDITION TO DUNTON, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 30; THENCE NORTH 89 DEGREES 50 MINUTES 45 SECONDS WEST, 69.04 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS EAST, 132.55 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 20 SECONDS EAST, 201.00 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 53 SECONDS EAST, 39.76 FEET; THENCE SOUTH 00 DEGREES 38 MINUTES 34 SECONDS WEST, 142.15 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 47 SECONDS WEST, 170.82 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS EAST, 8.45 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Tax
Identification Numbers:

03-29-340-001-0000; 03-29-340-013-0000; 03-29-340-014-0000; 03-29-340-015-0000; 03-29-340-016-0000; 03-30-419-020-0000; 03-30-419-021-0000; 03-30-419-039-0000; 03-30-419-043-0000; and 03-30-419-047-0000.

Property Address: 191-201 West Wing Street, Arlington Heights, IL

Prepared By and After
Recording Return To:

Foley & Lardner
Three First National Plaza
Suite 4300
Chicago, Illinois 60602
Attention: Wayne F. Osoba

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EXHIBIT B

LIST OF CURRENT LEASES

None.

Property of Cook County Clerk's Office