

DOCUMENT PREPARED BY AND
AFTER RECORDING TO BE
RETURNED TO:

CTI 787781343all
Goldstine, Skrodzki, Russian, Nemeec and
Hoff, Ltd.
835 McClintock Drive, 2nd Fl.
Burr Ridge, IL 60527
Attention: Kenneth J. Nemeec, Jr.

CR 21083812 ml
Common Address:
2000 East End Avenue
Chicago Heights, IL 60411



(For Recorder's Use Only)

PIN: 32-29-210-037

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that RICHARD C. COLEMAN (the "Assignor"), in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto GAIL E. COLEMAN and SHARON TARZON (or their designated successors), as successor Co-Trustees of the RICHARD A. COLEMAN RESIDUARY TRUST under Agreement dated February 9, 2000 (the "Richard Coleman Trust"), GAIL E. COLEMAN, as Trustee of the GAIL E. COLEMAN Trust under Agreement dated February 24, 2000 (the "Gail Coleman Trust"), and GAIL E. COLEMAN, individually ("G. Coleman") (the Richard Coleman Trust, the Gail Coleman Trust and G. Coleman are sometimes hereinafter referred to singularly as an Assignee and collectively as the "Assignees"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to, or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated in the Village of Chicago Heights, County of Cook, State of Illinois, described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title and interest of the Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain Secured Promissory Note of the Assignor, bearing even date herewith, payable to the order of the Richard Coleman Trust in the original principal amount of Three Hundred Ninety-Eight Thousand Five Hundred Twenty-Six and 14/100 Dollars (\$398,526.14) (the "Business Note"); (ii) the payment in full of all principal of accrued

BOX 333-671

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interest on that certain Secured Promissory Note of the Assignor, bearing even date herewith, payable to the order of the Gail Coleman Trust in the original principal amount of One Hundred Twenty Thousand and 00/100 Dollars (\$120,000.00) (the "Real Estate Note") (the Business Note and the Real Estate Note being hereinafter referred to as a "Note" and together as the "Notes"); (iii) the performance of all obligations, covenants, promises and agreements of the Assignor contained herein or in that certain Mortgage and Security Agreement of even date herewith from the Assignor to the Assignee (the "Mortgage"); (iv) the performance of all obligations, covenants, promises and agreements of the Assignor and Coleman Roofing, Inc., an Illinois corporation ("Coleman Roofing"), contained in the certain Employment Agreement of even date herewith between Coleman Roofing and G. Coleman (the "Employment Agreement"); (v) the performance of all obligations, covenants, promises and agreements of the Assignor and Coleman Roofing contained in that certain Stock Purchase Agreement of even date herewith (the "Stock Purchase Agreement") between the Assignor and the Richard Coleman Trust; (vi) the performance of all obligations, covenants, promises and agreements of the Assignor contained in that certain Share Pledge Agreement of even date herewith between the Assignor and the Assignee (the "Pledge Agreement"); (vii) the performance of all obligations, covenants, promises and agreements contained in that certain collateral assignment of a life insurance policy of even date herewith from the Assignor to the Assignee (the "Policy Assignment"); (viii) the performance of all obligations, covenants, promises and agreements contained in any loan or other agreement setting forth terms and conditions applicable to the loan evidenced by the Notes or providing collateral security therefore; and (ix) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness, obligations and liabilities referred to in the foregoing clauses (i) to and including (viii) or any security granted in connection therewith, including this Assignment (the Notes and other indebtedness, obligations and liabilities referred to in clauses (i) to and including (ix) above being hereinafter collectively referred to as the "indebtedness hereby secured").

The Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for the Assignor and in the Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

The Assignor represents and warrants to the Assignee that the Assignor has good right to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

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This Assignment includes and establishes a present absolute and primary transfer and assignment of all leases and rents, earnings, income, issues and profits of the Premises, but so long as no event of default shall exist under either Note, the Mortgage, the Employment Agreement, the Stock Purchase Agreement, the Pledge Agreement, the Policy Assignment or this Assignment and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder or hereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than thirty (30) days in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by any tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the Premises and in furtherance thereof, the Assignor agrees that in the event of a default under either Note, the Mortgage, the Employment Agreement, the Stock Purchase Agreement, the Pledge Agreement, the Policy Assignment or this Assignment, whether before or after either Note is declared due in accordance with its terms or under the terms of the Mortgage, the Employment Agreement, the Stock Purchase Agreement, the Pledge Agreement, the Policy Assignment or this Assignment and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and hold, operate, manage and control the Premises, and at the expense of the Premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as the Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness hereby secured, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in every such case have the right to manage and operate the Premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the Premises, proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing the Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of the Assignor arising thereunder or in respect thereof.

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Any sums received by the Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) To the payment of all proper charges and expenses, including the just and reasonable compensation for the services of the Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in the Assignee's judgment to indemnify such persons against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) To the payment of any sum secured by a lien or encumbrance upon the Premises;

(c) To the cost of completing any improvements being constructed on or about the Premises; and

(d) To the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of such sums shall be within the sole discretion of the Assignee and nothing herein contained shall obligate the Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. The Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the Premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. The Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

The Assignor covenants and agrees to observe and perform all of the obligations imposed on the Assignor under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the Assignor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Premises are located, not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of the Assignee. The Assignor further covenants and agrees not to amend, modify or terminate any of the Leases without the prior written consent of the Assignee, provided that unless and until an event of default or any event which with

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the lapse of time, the giving of notice, or both would constitute such an event of default has occurred under the terms of either Note, the Mortgage, the Employment Agreement, the Stock Purchase Agreement, the Pledge Agreement, the Policy Assignment or this Assignment, the Assignor may enter into amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrent with such termination they shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to Assignor than those contained in the terminated Lease and with a lessee of at least equal creditworthiness to the terminated lessee, provided that the foregoing to the contrary notwithstanding no Lease shall be terminated if such termination would reduce the amount which any lender is then obligated to fund under any commitment issued to provide financing for the Premises. The Assignor further covenants and agrees that Assignor will, at the request of the Assignee, submit the executed originals of all Leases to the Assignee.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. The Assignee shall have no liability to the Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. In the event the Assignee incurs any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Real Estate Note at the time of incurrence (or if the Real Estate Note has been paid in full at the time of incurrence, then at the rate applicable to the Real Estate Note at the time of such payment in full), shall be secured by this Assignment and the Mortgage and the Assignor shall reimburse the Assignee therefore immediately upon demand, the Assignor's obligation to so pay to survive payment of the indebtedness hereby secured and the release of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under either Note, the Mortgage, the Employment Agreement, the Stock Purchase Agreement, the Pledge Agreement, the Policy Assignment or any other instrument or document or under applicable law and the exercise by the Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of the Assignee, whether arising under either Note, the Mortgage, the Employment Agreement, the Stock Purchase Agreement, the Pledge Agreement, the Policy Assignment, this Assignment or otherwise, each and all of which may be exercised whenever the Assignee deems it in the Assignee's interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any

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period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby.

DATED this 17th day of December, 2001.

ASSIGNOR:

Richard C. Coleman
RICHARD C. COLEMAN

ASSIGNEE:

ACCEPTED AND AGREED TO AS OF
THE DATE SET FORTH ABOVE:

RICHARD A. COLEMAN RESIDUARY
TRUST under Agreement dated February 9,
2000

By: Gail E. Coleman
GAIL E. COLEMAN,
Successor Co-Trustee

Sharon Tarzon
SHARON TARZON,
Successor Co-Trustee

GAIL E. COLEMAN TRUST under
Agreement dated February 24, 2000

By: Gail E. Coleman
GAIL E. COLEMAN, Trustee

Gail E. Coleman
GAIL E. COLEMAN, individually

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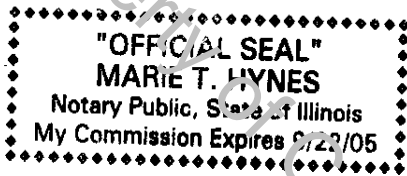
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STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that RICHARD C. COLEMAN, whose name is subscribed to the foregoing instrument, personally appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of December, 2001.



Marie T. Hynes

Notary Public
My Commission Expires: 9-22-05

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GAIL E. COLEMAN and SHARON TARZON, as successor Co-Trustees of the RICHARD A. COLEMAN RESIDUARY TRUST under Agreement dated February 9, 2000, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act as such Co-Trustees, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of December, 2001.

Kenneth J. Nemecek, Jr.

Notary Public
My Commission Expires: Jan. 27, 2002

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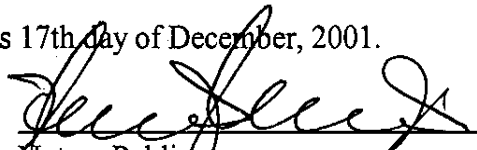
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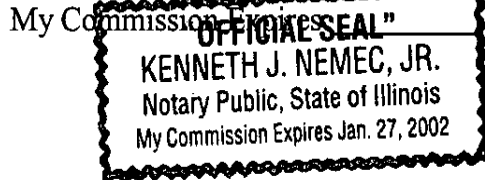
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GAIL E. COLEMAN, as Trustee of the GAIL E. COLEMAN TRUST under Agreement dated February 24, 2000, 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 she signed and delivered the said instrument as her own free and voluntary act as such Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 17th day of December, 2001.



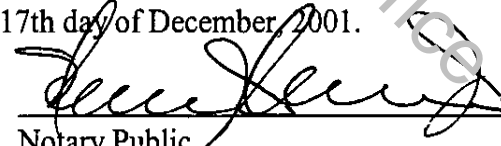
Notary Public



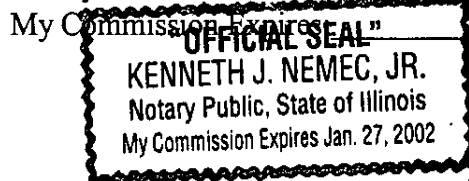
STATE OF ILLINOIS)
) SS.
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that GAIL E. COLEMAN, whose name is subscribed to the foregoing instrument, personally appeared before me this day in person and acknowledged that she signed and delivered said instrument as her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of December, 2001.



Notary Public



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SCHEDULE I TO ASSIGNMENT OF LEASES AND RENTS

LEGAL DESCRIPTION

The North 164 feet of Block 167 (except the Westerly 25 feet thereof) in Chicago Heights, a subdivision of the West ½ of the Northwest ¼ of Section 28, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 32-29-210-037

Commonly known as: 2000 East End Avenue, Chicago Heights, Illinois 60411

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