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2858/0032 10 001 Page 1 of 10  
2002-04-02 09:09:30  
Cook County Recorder 75.50

THIS INSTRUMENT PREPARED BY:  
AND RECORD AND RETURN TO:

Alvin J. Helfgot  
Laser, Pokorny, Schwartz,  
Friedman & Economos, P.C.  
6 W. Hubbard Street, 8<sup>th</sup> Fl.  
Chicago, IL 60601  
(312) 540-0600



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For Recorder's Use Only

ADDRESSES OF PROPERTIES

Parcel 1:  
2028-30 N. Oakley  
Chicago, IL

Parcel 2:  
2021 W. Shakespeare  
Chicago, IL

Parcel 3:  
1248 N. Greenview  
Chicago, IL

Parcel 4:  
1451 W. Augusta  
Chicago, IL

PIN: Parcel 1: 14-31-132-045  
14-31-132-046  
Parcel 2: 14-31-127-021  
Parcel 3: 17-05-116-076  
Parcel 4: 17-05-315-005

COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS COLLATERAL ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is executed by ESF PARTNERS LLC, an Illinois limited liability company ("Assignor") to ADVANCE BANK ("Assignee"), as of the 8<sup>th</sup> day of March, 2002.

W I T N E S S E T H:

Assignor, in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid and other good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, does hereby absolutely and unconditionally GRANT, CONVEY, ASSIGN, TRANSFER and SET OVER unto

STEWART TITLE OF ILLINOIS  
2 N. LASALLE STREET  
SUITE 1920  
CHICAGO, IL 60602

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Assignee the following:

A. All rights, interests and estates of Assignor in, to and under all leases and other agreements affecting the use, occupancy or possession of all or any portion of the land described on Exhibit A attached hereto and made a part hereof for all purposes and/or any and all improvements now or hereafter located thereon (such land and improvements being herein referred to collectively as the "Subject Property"); together with all renewals and extensions of such leases and other agreements and all other leases or agreements that may hereafter be entered into which cover all or any portion of the Subject Property, (such leases and agreements, and any renewals and extensions thereof, being herein referred to collectively as the "Leases" and individually as a "Lease" and the term "Lessee" as used herein meaning any party entitled to the use, occupancy or possession of any portion of the Subject Property pursuant to any Lease);

B. The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, profits and other sums of money that may now and at any time hereafter become due and payable to Assignor under the terms of the Leases (such sums being herein referred to collectively as the "Rents"), arising or issuing from or out of the Leases or from or out of the Subject Property or any portion thereof, including without limitation, minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Subject Property, and all of Assignor's rights to recover monetary amounts from any lessee in bankruptcy, including, without limitation, rights of recovery for use and occupancy and damage claims arising out of lease defaults, including rejections, under the Federal Bankruptcy Code, subject however to a license hereby granted by Assignee to Assignor to collect and receive all of the Rents, which license is limited as hereinafter provided; and

C. Any and all guaranties of payment of Rents.

To protect and further the security of this Assignment, the Assignor agrees as follows:

1. Assignor hereby represents and warrants unto Assignee that: (a) Assignor is the sole owner of the lessor's interest in the Leases and has good title and good right to assign the Leases and the Rents hereby assigned and no other person or entity has any right, title or interest therein; (b)

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in all material respects, Assignor has duly and punctually performed all of the terms, covenants, conditions and warranties of the Leases that were to be kept, observed and performed by it; (c) Assignor has not executed any prior assignments of the Leases or the Rents; (d) no Rents have been anticipated and no Rents for any period subsequent to the date of this Assignment have been collected in advance of the time when the same became due under the terms of the applicable lease; (e) Assignor has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; that each of the Leases of the subject property hereto is valid and subsisting and in full force and effect and unmodified; (f) there exists no defense, counterclaim or setoff to the payment of any Rents; and (g) there are no defaults now existing under the Leases and no event has occurred which with the passage of time or the giving or both, would constitute such a default.

2. Reference is hereby made to the following instruments executed in connection herewith: (a) that certain Mortgage Note of even date herewith in the principal amount of One Million Five Hundred Thirty Thousand Seven Hundred Sixty-Six Dollars (\$1,530,766.00) executed by Assignor, and payable to the order of Assignee, with all amounts remaining unpaid thereon being finally due and payable thereunder on March 25, 2007 and all other notes given in substitution therefor or in modification, renewals or extensions thereof, in whole or in part (such note and all other notes given in substitution therefor or in modification, renewal or extension thereof, in whole or in part, being herein referred to as the "Note"); and (b) that certain Mortgage and Security Agreement of even date herewith (the "Mortgage") made by Assignor to secure the payment of the Note and covering the Subject Property. Assignor agrees that, so long as the indebtedness evidenced by the Note or any portion thereof or any other indebtedness secured by the Mortgage shall remain unpaid, Assignor will make no further assignment, pledge or disposition of the Leases or the Rents, nor will Assignor subordinate any of the Leases to any deed of trust or mortgage or any other encumbrance of any kind or permit, consent or agree to such subordination; nor will Assignor without the Assignee's prior written consent, agree to any amendment or change in the terms of any of the Leases which materially reduces the Rents payable thereunder or increases any risk or liability of the lessor thereunder; nor will Assignor receive or collect any Rents from any present or future lessee of the Subject Property or any portion thereof for a period of more than one (1) month in advance of the date on which such payment is due; nor will Assignor cancel or terminate any of the Leases, accept a

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surrender thereof, commence an action of ejectment or any summary proceedings for dispossession of a lessee under any of the Leases; nor will Assignor convey or transfer or suffer or permit a conveyance or transfer of the premises demised thereby or of any interest therein so as to effect directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any lessee thereunder; nor will Assignor enter into any other new Leases or renew or extend the term of any Lease except at a rate and on other terms and conditions consistent with leases of similar properties and at similar locations in the surrounding community.

3. Assignor covenants with Assignee, for so long as the indebtedness evidenced by the Note or any portion thereof or any other indebtedness secured by the Mortgage shall remain unpaid to (a) observe and perform duly and punctually all the obligations imposed upon the lessor under the Leases and not to do or permit to be done anything to impair the security thereof; (b) at Assignee's request to assign and transfer to Assignee by specific Assignment of Leases and Rents, in the form of this Assignment, any and all subsequent Leases upon all or any portion of the Subject Property (it being understood and agreed that no such specific assignment shall be required for such subsequent Leases to be covered by and included within this Assignment as provided herein); (c) to execute and deliver at the request of Assignee all such further assurances and assignments in the premises covered by the Leases as Assignee shall from time to time require; (d) to deliver other records and instruments, including, without limitation, rent rolls and books of account, that Assignee shall from time to time reasonably require; and (e) notify Assignee of the vacancy of any leased space in the Subject Property.

4. Until the occurrence of an Event of Default specified in the Note or in the Mortgage, or until there is a breach by Assignor of any of the covenants, warranties or representations made by Assignor in this Assignment, Assignor shall be entitled under the license granted hereby, but limited as provided herein, to collect and enjoy the use of all of the Rents, after timely payment of the installment payments due on the Note. Upon the occurrence of an Event of Default specified in the Note or in the Mortgage, or upon a breach by Assignor of any of the covenants, warranties or representations made by Assignor in this Assignment, Assignee shall have the right, power, and privilege (but shall be under no duty) to terminate the license granted to Assignor hereunder and to exercise and enforce any or all of the following rights and remedies at any time; to take possession of the Subject Property and have, hold,

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manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper in accordance with the terms and provisions relating to taking possession of the Subject Property contained in the Mortgage and this Assignment, to require Assignor to transfer all security deposits to Assignee, together with all records evidencing these deposits; and either with or without taking possession of the Subject Property, Assignee shall have the right, power, and privilege (but shall be under no duty) immediately to demand, collect and sue for, in its own name or in the name of Assignor, all Rents, as they become due and payable, including Rents that are past due and unpaid, and to apply such Rents to the payment (in such order as Assignee shall determine) of: (a) all expenses of managing, operating, and maintaining the Subject Property, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, all taxes, assessments, charges, claims, utility costs and premiums for insurance, the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Subject Property and/or collecting the Rents; and (b) principal and interest on the Note and other indebtedness secured by the Mortgage and attorney and collection fees, in such order as Assignee in its sole discretion may determine.

5. In the event Assignee exercises its rights hereunder, Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to lease the Subject Property, or any portion thereof, or from any other act or omission of Assignee in managing the Subject Property, unless such loss is caused by the willful misconduct or gross negligence of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment or the exercise of rights or remedies hereunder. Assignor shall and does hereby agree to indemnify, defend and hold Assignee harmless from and against any and all liability, loss or damage incurred under the Leases by reason of this Assignment or the exercise of rights or remedies hereunder, and from any and all claims and demands whatsoever that may be asserted against Assignee 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, including, without limitation, any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any lessee under any Lease and not assigned and actually delivered to Assignee, other than any liability, loss or damage caused by the gross negligence or willful misconduct of Assignee, or any liability, loss or damage that occurs after Assignee takes possession of the Subject Property. Should Assignee incur any such liability under the Leases by reason of this Assignment or the exercise of rights or remedies hereunder, or in defense of

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any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney fees, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand, failing which Assignee may, at its option, declare all indebtedness secured hereby and by the Mortgage to be immediately due and payable. This Assignment shall not operate to place responsibility upon Assignee for the control, care, management or repair of the Subject Property, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Subject Property by the tenants or by any other parties or for any dangerous or defective condition of the Subject Property, or for any negligence in the management, upkeep, repair, or control of the Subject Property resulting in loss or injury or death to any tenant, licensee, employee, or stranger.

6. ASSIGNOR HEREBY AUTHORIZES AND DIRECTS THE CURRENT LESSEES OR ANY OTHER OR FUTURE LESSEE OR OCCUPANT OF THE SUBJECT PROPERTY OR ANY PART THEREOF, UPON RECEIPT FROM ASSIGNEE OF WRITTEN NOTICE TO THE EFFECT THAT ASSIGNEE IS THEN THE HOLDER OF THE NOTE AND MORTGAGE AND THAT A BREACH OR DEFAULT HAS OCCURRED UNDER THE NOTE, THE MORTGAGE OR UNDER THIS ASSIGNMENT, TO PAY OVER TO ASSIGNEE ALL RENTS ARISING OR ACCRUING UNDER ANY OF THE LEASES OR FROM THE PREMISES DESCRIBED THEREIN OR ANY OTHER PORTION OF THE SUBJECT PROPERTY AND TO CONTINUE TO DO SO UNTIL OTHERWISE NOTIFIED BY ASSIGNEE.

7. This Assignment is primary in nature to the obligation evidenced and secured by the Note, the Mortgage and any other document given to secure and collateralize the indebtedness secured by the Mortgage. 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 Note, foreclosing the Mortgage or exercising any other right under any document securing the payment of the Note.

8. Nothing contained herein and no act done or omitted by Assignee pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and Mortgage or a waiver or curing of any default hereunder or under the Note or the Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Note and the Mortgage. The right of Assignee to collect the interest and indebtedness evidenced by the Note and to enforce any other security therefor held by it

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may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

9. Assignee may at any time and from time to time in writing: (a) waive compliance by Assignor with any covenant herein made by Assignor to the extent and in the manner specified in such writing; (b) consent to Assignor doing any act that Assignor is prohibited from doing hereunder, or consent to Assignor failing to do any act which Assignor is required to do hereunder, to the extent and in the manner specified in such writing; or (c) release any portion of the Subject Property and/or the Leases, or any interest therein, from this Assignment of Leases and Rents. No such act shall in any way impair the rights of Assignee hereunder except to the extent specifically agreed to by Assignee in such writing.

10. The rights and remedies of Assignee hereunder shall not be impaired by: (a) any renewal, extension, or modification that Assignee may grant with respect to any indebtedness secured hereby; (b) any surrender, compromise, release, renewal, extension, exchange, or substitution that Assignee may grant in respect of any item of the Subject Property and/or the Leases or any part thereof or any interest therein; or (c) any release or indulgence granted to any indorser, guarantor or surety of any indebtedness secured hereby.

11. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

12. The terms, provisions, representations, and warranties herein contained shall run with the land and shall inure to the benefit of, and bind, Assignor and Assignee and their respective representatives, successors and assigns, all tenants and their subtenants and assigns, and all subsequent owners of the Subject Property and subsequent holders of the Note and Mortgage. All references in this Assignment to Assignor or Assignee shall be deemed to include all such representatives, successors and assigns of such respective party.

13. Within this Assignment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. The provisions of this Assignment are intended to supplement the provisions

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contained in the Mortgage. In the event of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of this Assignment shall prevail insofar as the Leases and Rents are concerned, but the terms of the Mortgage shall prevail in all other respects.

14. ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN COOK COUNTY, ILLINOIS AND WAIVES ANY OBJECTION WHICH ASSIGNEE MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT.

15. ASSIGNOR AND ASSIGNEE KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY THE RIGHT THEY MAY HAVE TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING BASED HEREIN, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THE NOTE, THE MORTGAGE OR THE SUBJECT PROPERTY, OR ANY AGREEMENT EXECUTED OR CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT OR COURSE OF DEALING IN WHICH ASSIGNOR AND ASSIGNEE ARE ADVERSE PARTIES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR ASSIGNEE IN GRANTING ANY FINANCIAL ACCOMMODATION TO ASSIGNOR.

IN WITNESS WHEREOF, Assignor has executed this instrument as of the day and year first above written.

EFS PARTNERS LLC

By:

Edmund S. Paszyk, Sole Member

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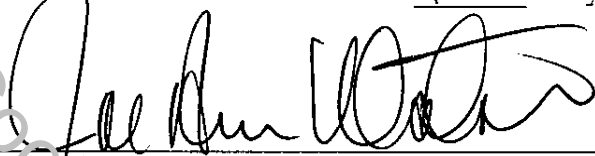
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## ACKNOWLEDGMENT

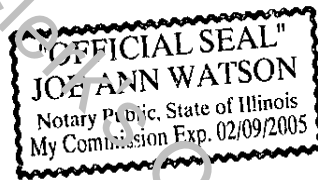
STATE OF ILLINOIS    )  
                                  )SS  
COUNTY OF COOK     )

I, \_\_\_\_\_, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY THAT Edmund S. Paszyk, the Sole Member of ESF Partners LLC, personally known to me 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 said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 15 day of March, 2002.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 02/09/05  
\_\_\_\_\_



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EXHIBIT "A"

Legal Description

Parcel 1: Lots 32 and 33 in Block 17 in Holstein in the West 1/2 of the Northwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lot 22 and the East 11-1/2 feet of Lot 21 in Block 4 in Sherman's Addition to Holstein, being a subdivision of the South 1/2 of the East 1/2 of the Northwest 1/4 of Section 31, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lot 6 in Block 12 in Canal Trustee's Subdivision in the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4: Lot 9 in Wheller's Subdivision, of the West 1/2 of the North 1/2 of Block 22 in Canal Trustee's Subdivision of the West 1/2 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Cook County Clerk's Office

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