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2002-05-31 11:10:44
Cook County Recorder 33.00

***This Document Prepared By And
When Recorded Return To:***

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For Recorder's Use Only

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made May 20, 2002, between PRAIRIE BANK AND TRUST COMPANY, not personally, but as trustee under Trust Agreement dated April 2, 2002 and known as Trust No. 02-042 ("Trust" or "Trustee") and JOE SADACCA, ("Beneficiary") (Trustee and Beneficiary are hereinafter jointly referred to as "Assignor") and PRAIRIE BANK AND TRUST COMPANY, an Illinois banking association (herein referred to as "Assignee").

WITNESSETH

THAT WHEREAS, Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of THREE MILLION THREE HUNDRED NINETY FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,395,600.00) as evidenced by the Construction Note in the amount of THREE MILLION THREE HUNDRED NINETY FIVE THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$3,395,600.00) ("Note"), executed pursuant to the Construction Loan Agreement of even date herewith between Assignor and Assignee (herein called the "Loan Agreement") and is secured by a certain Construction Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called the "Mortgage") (the terms of which Note and which Mortgage are hereby incorporated herein by reference) upon certain property (herein called "Property") in the County of Cook and State of Illinois, to wit:

LEGAL DESCRIPTION - SEE EXHIBIT "A" ATTACHED HERETO

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment of Rents and Leases, in the Loan Agreement, in the Note or Mortgage, or in any other agreement or document between Assignor and Assignee, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute

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transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default (after notice and expiration of cure period) by the Assignor under the said Note or under the Mortgage, whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee pursuant to legal process shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, and in Assignee's discretion, Assignee may, without force and with process of law and without any action on the part of the holder or holders of the Note or the Mortgage, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents, at the reasonable expense of the Assignor, from time to time or cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such time and on such terms as Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation of the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all monies arising as aforesaid:

- (1) To the payment of the interest from time to time accrued and unpaid on the said Note;
- (2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid; and
- (3) To the payment of any and all other charges secured by or created under the said Loan Agreement or Mortgage.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

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Notwithstanding any other provisions hereof, so long as there shall exist no default by the Assignor in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the said Property on the terms shown in said leases.

Assignor hereby covenants and agrees with the Assignee that without the written consent of the Assignee first obtained, which consent shall not be unreasonably withheld, delayed or conditioned, Assignor will not:

- (1) Cancel or terminate any lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of any lease;
- (2) Reduce the rent provided for in any lease, or modify any lease in any way, either orally or in writing, or grant any concession in connection with any lease, either orally or in writing;
- (3) Consent to any assignment of the interest of the tenant in any lease, or to any sub-letting thereof; or
- (4) Accept any rent payable under any lease more than sixty (60) days in advance of the time when the same is payable under the terms thereof.

Any default on the part of Assignor hereunder shall constitute a default of Assignor under the Note and Mortgage.

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and insure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that Assignee shall deem fit.

In the event that any provision of this Assignment is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Assignment shall be construed as not containing such provisions to the extent of the invalidity and the invalidity of such provisions shall not affect the validity of any and all other provisions hereof which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatsoever to perform any of the covenants, undertakings or promises on the part of the

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Lessor to be performed under any lease which may be entered into concerning the said Property, unless and until Assignee assumes the role of Lessor thereunder.

If the Assignor shall pay all the Indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefore, release and discharge this Assignment.

This Assignment is executed by Prairie Bank and Trust Company, not personally, but as Trustee as aforesaid in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Prairie Bank and Trust Company hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said Assignor or on said Prairie Bank and Trust Company personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder.

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

PRAIRIE BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally

By: [Signature]
Its Vice President/Trust Officer

ATTEST:
By: [Signature]
Its Trust Officer

[Signature]
JOSEPH SADACCA

EXCULPATORY CLAUSE

It is expressly understood and agreed by and between the parties hereto anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that the portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against PRAIRIE BANK AND TRUST COMPANY under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

PRAIRIE BANK AND TRUST COMPANY

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that DENNIS M. FINN and Nancy O'Kane, personally known to me to be the ~~Asst. Trust Officer~~ and ~~Asst. Trust Officer~~, respectively, of **PRAIRIE BANK AND TRUST COMPANY**, an Illinois banking association, and the same persons whose names are subscribed to the foregoing instrument as such ~~Asst. Trust Officer~~ and ~~Asst. Trust Officer~~, appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth; and the said ~~Asst. Trust Officer~~ then and there acknowledged that the ~~Asst. Trust Officer~~, as custodian of the corporate seal of said Trustee, did affix the seal of said Trustee to said instrument as the free and voluntary act of said ~~Asst. Trust Officer~~ and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of May, 2002.

Kristine L. Rotto
NOTARY PUBLIC

My Commission Expires
OFFICIAL SEAL
KRISTINE L. ROTTO
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES FEB 26, 2003

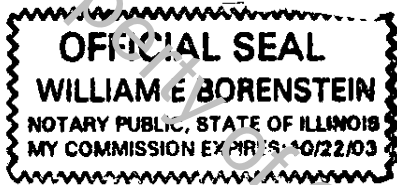
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that **JOSEPH SADACCA**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of May, 2002.




NOTARY PUBLIC

My Commission Expires:

10/22/03

Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 18 AND THE SOUTH 10 FEET OF THE EAST 50 FEET OF LOT 12 IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO, IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 14 IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO, IN THE SOUTHEAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST $\frac{1}{2}$ OF LOT 16 IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH $\frac{1}{2}$ OF LOT 13 (EXCEPT THE WEST 70 FEET OF THE NORTH 6 INCHES THEREOF) IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTH EAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 17, THE EAST $\frac{1}{2}$ OF LOT 16 AND THE SOUTH 10 FEET OF THE WEST 75 FEET OF LOT 12 IN BLOCK 50 IN CARPENTER'S ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH EAST $\frac{1}{4}$ OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Addresses: 1000-04 West Madison Street
 1006-12 West Madison Street
 1018-20 West Madison Street
 11 N. Carpenter Street
 Chicago, Illinois 60607

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