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Prepared by and
Return To:

Frederick J. Berger
Richard J. Schnidman
Riezman Berger, P.C.
7700 Bonhomme, 7th Floor
St. Louis, MO 63105

Recorder's Stamp

ASSIGNMENT OF RENTS AND LEASES

This Assignment of Rents and Leases ("Assignment") is made and entered into as of the 29th day of November, 2002 ("date hereof"), WEIL HUMMER LLC, a limited liability company organized under the laws of the State of Illinois, whose address is 1050 S. Milwaukee Ave., Libertyville, Illinois 60048 (referred to as "Assignor"), to GENERAL MOTORS ACCEPTANCE CORPORATION, a Delaware corporation, whose address is 15303 S. 94th Avenue, Post Office Box 466, Orland Park, Illinois 60462, and its successors or assigns ("Assignee");

WITNESSETH:

As additional security for all of the following obligations:

(A) All present and future, debts, liabilities, obligations, covenants, duties and indebtedness owed directly or indirectly to GMAC by Assignor, Erwin M. Weil, Weil Oldsmobile-Cadillac-Hummer, Inc. or any of them or any other automobile dealerships affiliated with or related to any of them in any combination or combinations, including without limitation, all obligations of Assignor, Erwin M. Weil and/or Weil Oldsmobile-Cadillac-Hummer, Inc. or any of them, arising out of or under any Loan Documents as described in the Note (as defined below), whether evidenced by any note, agreement or other instrument or document, and whether arising from an extension of credit, a letter of credit, revolving line of credit, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, whether now or hereafter arising, including, without limitation, debt arising from or in connection with wholesale floor plan financing for new or used motor vehicles (including but not limited to

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auction cars), wholesale charges, working capital loans, real estate loans, revolving credit loans, dealer retail agreement obligations, retail installment contracts, interest, charges, expenses, fees, reasonable attorneys' fees and any other sums owed to GMAC;

(B) All obligations, liabilities and indebtedness arising out of or under that certain Note of even date herewith, together with all extensions, renewals and modifications thereof, if any (collectively the "Note") executed by the Erwin M. Weil payable to the order of GMAC, in the principal sum of \$3,500,000.00 payable as therein specified with interest as therein provided; and

(C) All obligations, liabilities and indebtedness arising out of or under a certain Loan Application and Agreement, Construction Loan Agreement of even date herewith, Mortgage, Assignment, Security Agreement and Financing Statement, Security Agreement of even date herewith, this Assignment of Rents and Leases, Continuing Guaranty(s) of even date herewith by Weil Hummer LLC and Weil Oldsmobile-Cadillac-Hummer, Inc., Subordination Agreement of even date herewith, Hazardous Materials Agreement of even date herewith, and all other documents related thereto, and all obligations under that certain Loan Agreement dated as of July 1, 1997, Promissory Note dated July 1, 1997 in the original amount of \$2,352,497.27 and subsequently increased to \$2,300,515.16 ("1997 Note"), that certain Mortgage, Security Agreement and Financing Statement dated as of July 1, 1997 recorded July 14, 1997, Document No. 3992117 in the Lake County Recorder Of Deeds Office, as amended by that Loan Modification Agreement and First Amendment To Mortgage, Security Agreement, and Financing Statement dated as of December 22, 1998, recorded in Lake County Recorder Of Deeds on January 19, 1999, Document Number 4230265, and as amended a second time by that certain Revolving Line Of Credit Agreement & Second Amendment To Mortgage, Security Agreement, and Financing Statement dated as of June 27, 2002, and to be recorded in the Lake County Recorder Of Deeds Office (individually called "Loan Document" and collectively called "Loan Documents", which secure the payment of the 1997 Note, the Note of even date herewith referred to in (B) above and all obligations of Borrower and/or guarantors to Beneficiary.

All matters referred to in paragraphs (A) through (C) above shall be collectively referred to hereinafter sometimes as the "Indebtedness".

Also in consideration of the sum of One Dollar (\$1.00) in hand paid and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Assignee all the avails, rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, or any renewals thereof, either oral or written, or any letting of or any agreement for the use of occupancy of any part of the real estate and premises hereinafter described which may have been heretofore or may be hereafter made or agreed to by Assignee under powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails, rents, issues, and profits thereunder unto Assignee, all relating to the real estate and premises described on Exhibit "A" attached hereto.

The Assignor does hereby irrevocably appoint Assignee the true and lawful attorney of the Assignor and each of them, to take and from time to time retake possession of said premises, to collect all of said avails, rents, issues and profits now due or hereafter to become due under

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each and every of the leases and agreements, or any renewals thereof, written or oral, existing or which may hereafter exist for and in connection with said real estate, and to use such measures, legal and equitable, as in the discretion of Assignee may be deemed proper or necessary to enforce the payment or security of said avails, rents issues and profits and to secure and maintain possession of said real estate, or any part thereof, and, at the discretion of Assignee, to fill any and all vacancies, and to rent, lease or let all or any portion thereof for terms expiring either before or after the maturity of the indebtedness secured by said Mortgage, and to manage, maintain, preserve, operate and use the said real estate. In the discretion of Assignee, Assignee may cancel any existing insurance policies relating to said real estate and cause to be written new policies in place thereof and also addition and renewal policies, making same payable to Assignee under said Mortgage. In case of foreclosure sale, Assignee may cause the same to be payable to the owner of the certificate of sale and of any deficiency, as their respective interests may appear. In the case of loss under such policies, Assignee may adjust, collect and compromise, in its discretion, all claims thereunder and sign all receipts, vouchers and releases required by the insurance companies therefor. Further, with full power Assignee may use and apply for and with respect to said real estate the said avails, rents, issues and profits in such respective amounts and in such order and priority as in the judgment and discretion of Assignee may be deemed proper, for and on account of the payment of any indebtedness secured by said Mortgage and of any Indebtedness secured hereby. Such rents, issues and profits may also be used by Assignee to pay for any or all costs, charges, expenses and fees in the operation, management, care and preservation of said real estate together with all improvements, fixtures, appurtenances, apparatus, and equipment thereunto appertaining, including all taxes and assessments and installments thereof, liens of mechanics and claims therefore, repairs, improvements, alterations, renewals, and restoration insurance premiums, the usual and customary brokerage commission for leasing said real estate of any part thereof and for collecting rents and the reasonable compensation for all services rendered by virtue hereof by Assignee and its attorneys, agents and servants, and all their expenses involved therein. In addition, Assignee may apply such further sums as may be sufficient to hold harmless and indemnify Assignee against any liability, loss or damage on account of any matter or thing done in good faith hereunder and further with power from time to time to substitute any attorney in fact to act hereunder in its place and stead in all or any matters aforesaid, and from time to time every such substitution and appointment at pleasure to revoke, hereby granting full power of authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter without notice to the Assignor or its legal representative, heirs or assigns, and hereby ratifying all that Assignee may do by virtue hereof. The powers hereby created shall be irrevocable so long as any indebtedness secured by said Mortgage evidenced by the Note or any other Indebtedness remains unpaid.

After taking or retaking possession by virtue hereof, Assignee shall have avails, rents, issues and profits therefrom, and to manage said real estate as hereinabove set forth, notwithstanding the institution of proceedings to foreclose the said Mortgage and the entry of any decree of foreclosure in any such proceedings and notwithstanding any sale of said real estate pursuant to any such decree, unless the amount paid at such sale be sufficient to pay the full amount due under the terms of such decree, and to remain in possession of said real estate until the expiration of the period of redemption from any such sale, and from time to time shall apply the net avails, rents, issues and profits accruing after the sale of said real estate pursuant to

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such decree remaining after the payment of all deductible expenses, charges and fees, for and on account of any deficiency reported to the Court in such proceeding. The provisions of this instrument shall and are intended to service any decree of foreclosure and sale in any proceedings to foreclose the lien of said Mortgage. After taking or retaking possession by virtue hereof, Assignee shall have the right from time to time to surrender possession without prejudice to its right to retake possession hereunder upon default as herein provided.

Any one or more of the following occurrences shall constitute a default under this Assignment:

(A) A default in the payment of the indebtedness evidenced by the Note and/or secured by said Mortgage; or

(B) A default in the observance or performance of any term, covenant, condition, representation or warranty in the Note and/or Mortgage or contained herein; or

(C) A default in the payment of any Loan Agreement; or

(D) A default in the observance or performance of any Loan Agreement; or

(E) A default in payment, when due, of any other Indebtedness secured hereby; or

(F) A default in the performance or observance of any term, covenant, condition, representation or warranty in any promissory note, agreement, document or instrument evidencing or securing the Indebtedness.

Until the occurrence of such a default, this Assignment is for collateral purpose only, and the Assignor shall be permitted to possess, manage, operate and enjoy all the property, rights and privileges in said Mortgage encumbered, and to collect the avails, rents, issues and profits thereof. Upon service of notice on tenants and occupants of the premises by Assignee that default has occurred (which notice need not specify the nature of default(s), and demand of payment of rents to Assignee, which demand if made upon the Assignor and/or Tenant shall fix and determine the prevailing rental per month for the portion of said premises occupied by the Assignor and/or Tenant, the tenants and occupants shall be obligated to account and pay to Assignee from and after the date of service of said notice and demand, all the avails, rents, issues and profits due or accruing under their respective leases and agreements, or in the event the issues and profits due or accruing under any lease is deemed insufficient to Assignee, then in an amount as may be determined by Assignee, without any duty or obligation on the part of said tenants or occupants to ascertain that a default in fact does exist, or that Assignee has instituted proceeding for foreclosure (which Assignee need not institute to collect rent pursuant hereto) and in the event of demand upon the Assignor and/or Tenant, as aforesaid, the Assignor and/or Tenant agree and shall be obligated to pay to Assignee rent in advance for the portion of said premises occupied by Assignor and/or Tenant, at the prevailing rental therefor per month as fixed and determined by Assignee in said demand, and a failure on the part of the Assignor and/or Tenant promptly to pay said rent on the first day of each and every month in advance shall in and of itself constitute a forcible entry and detainer, and Assignee may in its own name and

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without any other notice or demand, maintain an action or forcible entry and detainer against the Assignor and/or Tenant, and obtain possession of the premises occupied by them.

Anything herein to the contrary notwithstanding, no liability of any sort whatsoever is incurred or assumed under and by virtue of this instrument for any error of judgment or for any act done or omitted to be done by Assignee in good faith, or for any mistakes of fact or law or anything which it may do or refrain from doing hereunder, except for its own willful default, it being understood and agreed that in taking possession and operating, managing and preserving the said real estate, Assignee does so without incurring any liability for any matters or things except as hereinabove provided.

Failure by Assignee at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it thereto. This instrument shall remain in full force and effect until the entire indebtedness secured by said Mortgage evidenced by the Note and all other Indebtedness has been fully paid, and, in case of a deficiency on foreclosure sale, until the expiration or the period of redemption from the sale.

Assignee may assign all its rights, title and interest hereunder, and all the terms and provisions hereof shall be binding upon and inure to the benefit of the respective legal representatives, successors, assigns and substitutes of the respective parties hereto.

In the event that Assignor is the trustee of an Illinois land trust, then this instrument is executed by the Assignor, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by the Assignor are undertaken by it solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against the Trustee by reason of anything contained in said instrument, or in any previously executed document, whether or not executed by the Trustee, relating to the subject matter of the foregoing instrument, all of such personal liability, if any, being expressly waived by GMAC as against the Trustee, and the Assignee or holders of this instrument and the owner or owners of any indebtedness secured hereby shall look solely to the co-makers (including Guarantors as Beneficiary), Guarantors and the collateral secured hereby and assigned hereunder, and to any other security given at any time to secure payment thereof.

Executed at Libertyville, Illinois as of November 29, 2002.

Assignor:

WEIL HUMMER LLC

BY: E. M. Weil
ERWIN M. WEIL, MANAGER

State of Illinois)
) SS.
County of Lake)

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EXHIBIT A

(PROPERTY)

PARCEL NO. 1: LOT 2 OF THE RESUBDIVISION OF LOT 2 OF VILLAGE FRONTAGE SUBDIVISION, A RESUBDIVISION IN THE SOUTH ½ OF THE NORTH ½ OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED DECEMBER 19, 2001, AS DOCUMENT 0011209603, IN THE OFFICE OF THE COOK COUNTY RECORDER, ILLINOIS.

PARCEL NO. 2: A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTER SECTION LINE OF SAID SECTION 13 WHICH IS 85 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTHEASTERLY PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE 237.48 FEET, MORE OR LESS, TO THE EAST AND WEST CENTER SECTION LINE OF SAID SECTION; THENCE EASTERLY ON AND ALONG SAID EAST AND WEST CENTER SECTION LINE 155.73 FEET; THENCE NORTHWESTERLY PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY FOR A DISTANCE OF 150 FEET; THENCE WEST PARALLEL TO SAID EAST AND WEST CENTER SECTION LINE TO A POINT WHICH IS 135 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THERETO; THENCE NORTHWESTERLY PARALLEL TO SAID EASTERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY TO SAID NORTH AND SOUTH CENTER SECTION LINE; THENCE SOUTHERLY ON AND ALONG SAID NORTH AND SOUTH CENTER SECTION LINE TO THE POINT OF THE BEGINNING, EXCEPTING THAT PORTION OF THE ABOVE DESCRIBED PREMISES LYING WESTERLY OF A LINE DRAWN PARALLEL TO AND 135 FEET EASTERLY OF THE EASTERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THERETO; SITUATED IN COOK COUNTY, ILLINOIS.

THE STREET ADDRESS OF THE ABOVE DESCRIBED REAL ESTATE IS 2100 FRONTAGE RD., GLENCOE, ILLINOIS 60062

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