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Eugene "Gene" Moore Fee: \$34.00  
Cook County Recorder of Deeds  
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## COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

This COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S) ("Assignment") is made May 30, 2003 between Handler-Wells Joint Venture, L.L.C., an Illinois limited liability company (hereinafter referred to as "Assignor") and CoVest Banc, National Association, a national banking association, having an office at 770 West Dundee Road, Arlington Heights, IL 60004 (hereinafter referred to as "Assignee").

### WITNESS:

WHEREAS, Assignor is indebted to Assignee in the principal amount of \$2,500,000.00 together with interest thereon from and after the date hereof at the rates provided in that certain Mortgage Note of even date herewith in the amount of \$2,500,000.00 executed by Assignor and delivered by it to Assignee (the "Mortgage Note");

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage and Security Agreement of even date herewith (the "Mortgage"), to secure said Mortgage Note on certain real estate in the County of Cook, State of Illinois, legally described as follows:

LOTS 1 THROUGH 8 INCLUSIVE, IN THE ASSESSOR'S DIVISION OF BLOCK 26; ALSO LOTS 1 THROUGH 4, INCLUSIVE, IN KNIGHT'S DIVISION OF LOT 2; IN THE AOFRESAID ASSESSOR'S DIVISION, ALL IN WOLLCOTT'S ADDITION TO CHICAGO, IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 17-09-219-016; 17-09-219-017; 17-09-219-018; 17-09-219-019; 17-09-219-020

Address: 658-78 N. Dearborn and 53 W. Huron, Chicago, IL

including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belonging, all of which said real estate being hereinafter called the "Mortgaged

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Premises"; and

WHEREAS, Assignor is or may be the Lessor (or the assignee of Lessor) under certain oral or written leases of all or part of the Mortgaged Premises involving the above described real property; and

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan conditions of said Mortgage Note, and the payment, performance, and observance of all of the terms, covenants and conditions of said Mortgage, the Mortgage Note, or any of the Loan Documents specified therein, and any and all amendments, extensions, and renewals thereof, the above described leases, all other leases affecting the Mortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases, and any of them, all of which are hereinafter called the "Leases", all of Assignor's rights, title and interests pursuant to said Leases, and all rents, issues, profits, other income and payments or whatever nature or kind which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use, ownership or operation of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned, all of Assignor's rights, title and interests pursuant to said Leases, and all the rents, issues, profits, other income and payments of whatever nature or kind arising thereunder and on account of the use, ownership or operation of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, to collect all of said rents, issues, profits, other income and payments of whatever nature or kind which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents and other amounts herein assigned only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by any of the lessees under the Leases and other occupants or users of the Mortgaged Premises (collectively referred to herein as "Lessees" and individually referred to herein as a "Lessee"), and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, the Lessees of the Mortgaged

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Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assignee may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

After an Event of Default under the aforesaid Mortgage or Mortgage Note, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents and other amounts assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage and this Assignment at any and all times hereafter, without notice to Assignor, with full power to use and apply all the rents and other amounts herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Mortgage Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which 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 any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

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Except for extensions in the terms of the Lease or Leases in effect from time to time, increases in the rental required to be paid by the Lessee or Lessees thereunder, or modifications to terms which are commercially reasonable and in the ordinary course of business provided such modifications do not result in decreased rental, Assignor covenants not to alter, modify, amend, or change the material terms of commercial Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any of the Leases, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Mortgage Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage, Assignor shall have the license and right to collect as the same become due and payable, but in any event, with the exception at any time of advance rent not to exceed three months as to any Lessee and five percent (5%) of rentals in the aggregate, for not more than one calendar month in advance, all rents, issues, profits, other income or payments of whatever nature or kind arising under the Leases or from the use, ownership or operation of the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals or other amounts assigned hereunder thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the Mortgage. Any Lessee of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any rent or other amounts herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall

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constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Mortgage Note, the aforesaid Mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Mortgage Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed, all as and on the day, month, and year first above written.

Handler-Wells Joint Venture, L.L.C., an Illinois limited liability company

By: 

Stuart Handler, Manager

This document prepared by:  
Timothy S. Breems  
222 N. LaSalle Street  
Suite 1525  
Chicago, IL 60601

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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 Stuart Handler, Manager of Handler-Wells Joint Venture, L.L.C., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager of Handler-Wells Joint Venture, L.L.C., an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Handler-Wells Joint Venture, L.L.C., an Illinois limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30 day of May, 2003.

Stephanie Smith  
Notary Public



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