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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made on December 1, 1994, by Rene Garcia, Jr., Margarita Garcia, his wife; Rafael A. Perez and Olga Perez, his wife whose mailing address is c/o Garcia Tire & Auto Supply, Inc., 1211 N. California Avenue, Chicago, Illinois 60622 ("Borrowers"), to MANUFACTURERS BANK, An Illinois Banking Corporation whose mailing address is 1200 N. Ashland Avenue, Chicago, Illinois 60622 ("Mortgagee"). Borrowers is hereinafter called the "Mortgagors".

DEPT-OF RECORDING \$41.50
 T#0011 TRAN 4973 12/19/94 14:05:00
 #3390 \$ RV *-04-053881
 COOK COUNTY RECORDER

WITNESSETH

Mortgagors, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Mortgagee all rights, title and interest of the Mortgagors and each of them in, to and under all present leases of the Premises described in EXHIBIT "A" attached hereto and made a part hereof ("Premises") (including those leases described on the SCHEDULE OF LEASES attached hereto and made a part hereof as Exhibit "B") together with all future leases hereinafter entered into by any lessor affecting the Premises, and all guaranties, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

A. The payment of the Indebtedness (including any extensions and renewals thereof) evidenced by a certain PROMISSORY NOTE of Borrowers of even date herewith in the principal sum of \$160,000.00 (the "note") and secured by a certain MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage") of Borrowers of even date herewith, encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Mortgagee under the provisions of the Mortgage and all other instruments constituting security for the Note; and

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C. The performance and discharge of each and every term, covenant and condition of Borrowers contained in the Note, Mortgage and in all other instruments constituting security for the Note.

Mortgagors covenants and agrees with Mortgagee as follows:

1. that there is no present lease of the premises not listed on the **SCHEDULE OF LEASES**.

2. That the sole ownership of the entire landlords' interest in the Lease is vested in Borrowers. Borrowers have not, and will not: (a) perform any act or execute any other instrument which might prevent Mortgagee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge, of rents, income, profits or any of the Lease(s) except an assignment or pledge securing the Indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.

3. That each of those Leases listed on the **SCHEDULE OF LEASES** is valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Mortgagee.

4. That, without the prior written approval of the Mortgagee, which consent shall not be unreasonably withheld none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered, except in the ordinary course of business and only in the event such action does not have a material adverse effect on the operation of, or the rental income from, the Premises, nor shall any term or condition thereof be waived.

5. That there is no default now existing under any of the Leases in the payment of rent, and, to the best of Mortgagor's knowledge, there is no other default now existing under any of the Leases, and to the best of Mortgagor's knowledge, there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute default under any of the Leases; and that Mortgagors will

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fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Mortgagors, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such leases by the tenants thereunder to be performed and observed.

6. That Mortgagors shall give prompt notice to Mortgagee of each notice received by Mortgagors or any of them claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.

7. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the Leases.

8. That, without Mortgagee's prior written consent in each case, Mortgagors will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.

9. That this Assignment is absolute and is effective immediately; however, until notice is sent by Mortgagee to the Mortgagors in writing that an event of default has occurred under the Note or under any other instrument at any time constituting security for the Note and has not been cured within the applicable cure periods (an "Event of Default") (each such notice is hereafter called a "Notice"), Mortgagors may receive, collect and enjoy the rents, income and profits accruing from the Premises.

10. That if any Event of Default occurs at any time, Mortgagee may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Mortgagee shall thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings, and (if there is a deficiency) during the redemption period (if any).

11. That Mortgagors hereby irrevocably appoints Mortgagee its true and lawful attorney-in-fact, with full power of substitution and with full power for Mortgagee in its own name and capacity or in the name and capacity of

Mortgagors (from and after an Event of Default and the service of a Notice) to demand collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and at Mortgagee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or in the name of Mortgagors or otherwise, which Mortgagee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits, All present and future tenants of the Premises are hereby expressly authorized and directed (from and after an Event of Default and service of a Notice) to pay to Mortgagee, or to such nominee as Mortgagee may designate in a writing delivered to and received by such tenants, all amounts due Mortgagors or any of them pursuant to the Leases, all present and future tenants are further expressly authorized and directed to rely on notices from Mortgagee and shall have no right or duty to inquire as to whether any event of default has actually occurred or is then existing, all present and future tenants are expressly relieved of all duty, liability or obligation to Mortgagors and each of them in respect of all payments so made to Mortgagee or such nominee.

12. That after an Event of Default and service of a Notice, Mortgagee 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, income and profits assigned hereunder, including the right of Mortgagee or its designee to enter upon the Premises, or any part thereof, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Mortgagors and each of them relating thereto, and may exclude the Mortgagors and its agents and servants wholly therefrom. Mortgagors hereby grants full power and authority to Mortgagee to exercise all rights, privileges and powers herein granted at any and all times (after an Event of Default and service of a Notice) without further notice to Mortgagors, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all Indebtedness and liability of Borrowers to Mortgagee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable attorney's fees incurred in connection with the enforcement of this Assignment; and (b) principal and

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interest payments due from Borrowers to Mortgagee on the Note and the Mortgage; all in such order and for such time as Mortgagee may determine.

13. That Mortgagee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the Leases. Mortgagee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Mortgagors under any of the Leases.

14. That Mortgagors hereby agrees to indemnify Mortgagee and to hold Mortgagee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees which may or might be Incurred by Mortgagee under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Mortgagee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases, except any liability, loss or damage or claims or demands resulting from Mortgagee's own actions or gross negligence.

15. That this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Mortgagee, nor shall it operate to make Mortgagee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger, other than as a result of Mortgagee's own actions.

16. That Mortgagee may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the Indebtedness secured hereby; (c) grant extensions, renewals or indulgences with respect to such Indebtedness; and (d) apply any other security therefor held by Mortgagee to the satisfaction of such Indebtedness; in each case without prejudice to any of Mortgagee's other rights hereunder or under any other security given to secure the Indebtedness secured hereby.

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17. That Mortgagee may, at its option after reasonable notice to the Mortgagors, although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Mortgagors, and all monies expended in so doing shall be chargeable to the Borrowers, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the Indebtedness secured hereby, and shall be immediately due and payable.

18. That waiver of, or acquiescence by Mortgagee in, any default by the Mortgagors, or failure of the Mortgagee to insist upon strict performance by the Mortgagors of any covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

19. That the rights, remedies and powers of Mortgagee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Mortgagee has under the Note and all instruments constituting security for the Note, and at law and in equity.

If any provision contained in this Assignment or its application to any person or circumstance is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstance (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served upon personal delivery or upon the third day after deposit in the mails if mailed postage prepaid, certified or registered mail, return receipt requested, to the addresses provided in the Note, or to such other address as a party may indicate in writing by a Notice in accordance herewith.

The term "Assignors", "Mortgagors" and "Borrowers" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or

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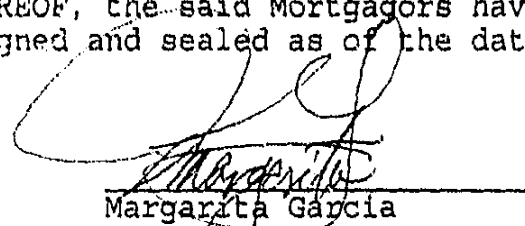
other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, the said Mortgagors have caused this instrument to be signed and sealed as of the date first above written.



Rene Garcia, Jr.



Margarita Garcia



Rafael A. Perez



Olga Perez

THIS INSTRUMENT PREPARED BY AIR MAIL TO:

Irene Ford/Vice President
Manufacturers Bank
1200 N. Ashland Avenue
Chicago, Illinois 60622



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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 **Rene Garcia, Jr., Margarita Garcia, his wife; Rafael A. Perez and Olga Perez, his wife** 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 he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 1st December, 1994.

Patricia A. Butler

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
PATRICIA A. BUTLER
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 10-26-1997

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SCHEDULE A

Legal Description

Lots 19 and 20 in Block 5 in Cobe and McKinnon's 59th Street and Western Avenue Subdivision of the Southeast quarter of the Northeast quarter and the Northeast quarter of the Southeast quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Property address: 2542-44 W. 59th Street
Chicago, Illinois 60629

PIN #19-13-224-023-0000

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EXHIBIT B

Schedule of Leases

All of the rents, issues and profits now due and which may hereafter become due, whether during or after the term of our Note, under or by virtue or 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 Mortgagors to hereby establish an absolute transfer and assignment to Mortgagee of all such leases and agreements made or agreed to by the undersigned or by the Mortgagee under the powers herein granted, and of all the avails thereof.

PROCESSED Cook County Clerk's Office

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NOT WRITER
MVA'S REGISTRAR
EVA CHAMBERLAIN
NOTARY ACKNOWLEDGEMENT
2000 N. W. 100th

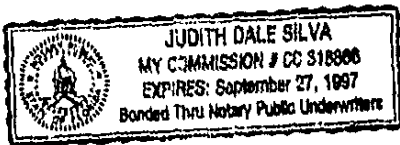
STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT, Assignment of Rents & Leases
WAS ACKNOWLEDGED BEFORE ME THIS 28 DAY November 1994
BY Rafael R. Perez and Olga Perez

WHO IS PERSONALLY KNOWN TO ME

X WHO HAS PRODUCED FIDC P620 721 55381
AS IDENTIFICATION FIDC P620640 58624

WHO DID X DID NOT TAKE AN OATH.



Judith Dale Silva
JUDITH DALE SILVA, NOTARY PUBLIC
Judith Dale Silva

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**RETURN TO:
MANUFACTURERS BANK
1200 N. ASHLAND AVE.
CHICAGO, IL 60622**

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