

# UNOFFICIAL COPY

480Torrence-AssignmentofRents.wpd/070204  
PREPARED BY AND AFTER  
RECORDING RETURN TO:  
William B. Phillips, Esq.  
McParland & Phillips, LLC  
Suite 463  
221 North LaSalle Street  
Chicago, Illinois 60601



Doc#: 0421742343  
Eugene "Gene" Moore Fee: \$42.00  
Cook County Recorder of Deeds  
Date: 08/04/2004 10:50 AM Pg: 1 of 10

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## ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT made as of the 1st day of July, 2004 by AMALGAMATED BANK OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated June 18, 1991 and known as Trust No. 5517 (the "Trustee") and George D. Hanus, not personally but solely as Trustee of the Sibley Torrence Plaza Trust, which owns one hundred per cent (100%) of the beneficial interest in the Trustee (the "Beneficiary") (the Trustee and the Beneficiary are collectively referred to as the "Assignor"), for the benefit of MTL INSURANCE COMPANY, an Illinois corporation, 1200 Jorie Boulevard, Oak Brook, Illinois 60522-9060 (hereinafter called "Assignee").

### WITNESSETH:

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of Assignor in, to and under the leases of the real estate commonly known as 480 Torrence Avenue, Calumet City, Cook County, Illinois, legally described as follows, to-wit:

Parcel 1: Lots 28 to 34 (except the East 5 feet of said lots) in Block 1 in Ford Calumet Terrace Subdivision in the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1 to 5, both inclusive, (except that part of said Lots lying Northeasterly of a line described as follows: Beginning at a point in the West line of said Lot 1, distance 19.99 feet South of the Northwest corner of said Lot 1; thence Southeasterly in a straight line a distance of 119.96 feet to a point in the East line of said Lot 5, a distance 31.75 feet South of the Northeast corner of said Lot 5) together with the West 1/2 of the vacated alley lying East of and adjoining that part of Lot 5 described above, all in Block 1 in Ford Calumet Terrace Subdivision in the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Box 400-CTCC

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Parcel 3: Lot 35 (except the East 5 feet of said Lot and also except that part thereof lying Easterly of a line described as follows: Beginning at a point in the West line of said Lot 35, a distance 33.08 feet South of the Northeast corner thereof; thence Southeasterly along a straight line a distance of 40.69 feet to a point, a distance 37 feet South of and measured at right angles to the North line of said Lot 35, said point being also a point of curvature of a curve having a radius of 80 feet convex to the Northeast; thence Southeasterly along said curve a distance of 125.6 feet to a point a distance of 5 feet West and measured at right angles to the East line of said Lot 35, said point being also a point of tangency on said curve; thence South along a line a distance of 8 feet to a point in the South line thereof, a distance 5 feet West of the Southeast corner of said Lot 35), together with the East 1/2 of the vacated alley lying West of and adjoining that part of Lot 35 described above, all in Block 1 in Ford Calumet Terrace Subdivision in the Northeast 1/4 of the Southeast 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Easements for the benefit of Parcels 1, 2 and 3 established pursuant to a Declaration of Easements, Covenants, Conditions and Restrictions dated March 21, 2001 and recorded on March 21, 2001 in Cook County, Illinois as Document No. 10221048.

Address of Property: 480 Torrence Avenue, Calumet City, Illinois  
 Permanent Index No.: 29-12-407-020; 29-12-407-021; 29-12-407-001;  
 29-12-407-002; 29-12-407-003; 29-12-407-004;  
 29-12-407-018; 29-12-407-019; 29-12-407-022;  
 29-12-407-023; 29-12-407-024; 29-12-407-036;  
 29-12-407-037

("Premises") whether now in existence or hereafter entered into, including the leases described in Exhibit "A" attached hereto and made a part hereof and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereafter called the "Leases" and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any 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 or renewals thereof) evidenced by a certain Note ("Note") of Trustee of even date herewith in the principal sum of Nine Hundred Thirty Thousand Dollars (\$930,000.00), and secured by a certain Mortgage ("Mortgage") of even date herewith encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Note, Mortgage and any other instrument constituting security for the Note ("Other Loan Documents"); and

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C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any Other Loan Document.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire Lessor's interest in the Leases is or shall be vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been materially altered, modified, amended, terminated, canceled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.
3. That none of the Leases shall be materially altered, modified, amended, terminated, canceled or surrendered, nor shall new Leases be entered into, without Assignee's consent, nor will rental be collected more than one month in advance nor any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any lessee without the prior written approval of the Assignee, which consent shall not be unreasonably withheld. Assignor shall provide Assignee with copies of new Leases even if Assignee's consent is not required.
4. That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
5. That Assignor shall give prompt notice to Assignee of any notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice.
6. That Assignor will not permit any Lease to become subordinate to any lien except the lien of the Mortgage and the lien of general real estate taxes.
7. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.
8. This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred, and all applicable cure periods have expired, under the terms and conditions of the Note, the Mortgage or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

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9. Upon the occurrence of a default in the Note, Mortgage or any Other Loan Document, and expiration of all applicable cure periods, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period, if any.

10. From and after the service of a Notice, Assignee shall have the right in its own name to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and to file any claim or take any other action or proceeding and make any settlement of any claims, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases to Assignee or 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 of all payments so made.

11. From and after service of a Notice, 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, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, without force and with process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, and copies of books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and power herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the 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 Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and/or principal and interest payments due from the Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee 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 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 until the exercise of this Assignment pursuant to the Notice. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee 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

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or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

12. Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

13. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, the Mortgage or any other instrument constituting security for the Note, at law or in equity.

14. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

15. Any notices, demands and requests required or desired to be given hereunder shall be in writing and shall be deemed properly served if delivered in person or by United States registered or certified mail, return receipt requested, postage prepaid [which shall be deemed received three (3) business days following the postmark thereof], or by Federal Express or other comparable overnight service, addressed as follows:

If to Assignee:	MTL Insurance Company 1200 Jorie Boulevard Oak Brook, Illinois 60522-9060 Attn: Ms. Diane E. Hunseder
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If to Assignor:	c/o George D. Hanus Suite 2750 333 West Wacker Drive Chicago, Illinois 60606
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With a copy to:	Thomas H. Page, Esq. Barack Ferrazzano Kirschbaum Perlman & Nagelberg LLP Suite 2700 333 W. Wacker Drive Chicago, Illinois 60606
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16. The term "Assignor," and "Assignee," shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in the

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

17. The 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.

18. THE ASSIGNOR AND THE ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ASSIGNMENT OF RENTS AND LEASES OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

19. This Assignment of Rents and Leases is executed by the Assignor, and it is expressly understood and agreed that in the event of any Default under the terms of this Assignment of Rents and Leases, the Note additionally secured hereby, the Mortgage, or any Other Loan Document, Assignee agrees that it shall neither seek nor take any deficiency or monetary judgment against Assignor, or against any property of Assignor other than the property described herein and described in the Mortgage and Other Loan Documents, and nothing herein contained or contained in said Note, Mortgage or any Other Loan Documents shall be construed as creating any personal liability on the Assignor, its agents, or employees, all such personal liability being expressly waived by the Assignee for itself and its successors and assigns, and that so far as Assignor is concerned, except as hereinafter set forth, and set forth in an Environmental Indemnity Agreement and Guaranty Agreement, both of even date herewith, Assignee, its successors and assigns, shall look solely to the Premises, and to the income, proceeds and avails thereof for the payment of Indebtedness.

It is further understood and agreed, however, that nothing contained in the preceding paragraph shall in any manner or way release, affect or impair:

- a). the existence of the debt evidenced by Note;
- b). the enforceability of the liens and security interests created by this Assignment of Rents and Leases, the Mortgage and any Other Loan Document;
- c). the right of the Assignee to recover or receive from the Beneficiary and George D. Hanus (collectively the "Guarantors"):

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- i). any and all of Assignee's costs, expenses, damages or liabilities, including, without limitation, all reasonable attorney fees, directly or indirectly arising out of or attributable to any fraud, misrepresentation, or misappropriation of funds by the Trustee or the Guarantors;
- ii). an amount necessary to repair any damage to the Premises due to waste;
- iii). any rental income and other income received by the Trustee or the Guarantors from and after the occurrence of a Default, or security deposits from tenants of all or any part of the Premises, not paid over to Assignee on account of sums due under the Note and Mortgage or as otherwise applied by the Trustee or the Guarantors on account of the expenses of the Premises or repairs and maintenance of the same;
- iv). any sums expended by Assignee in the performance or compliance of all covenants, agreements, and provisions of any lease specifically assigned to Assignee as additional security for the indebtedness evidenced hereby, which is so expended by reason of the Trustee's or the Guarantors' neglect or refusal to so perform said obligations;
- v). any sums expended by Assignee, exceeding sums deposited pursuant to Paragraph 4 of the Mortgage to pay Impositions or premiums on Insurance Policies (as such terms are defined in the Mortgage);
- vi). any funds expended by Assignee to replace Assignor's personal property removed from the Premises and not replaced by the Trustee or the Guarantors;
- vii). any Proceeds or Awards (as such terms are defined in the Mortgage) received by the Trustee or the Guarantors not applied in accordance with Paragraphs 6 or 7 of the Mortgage;
- viii). any and all of Assignee's costs, expenses, damages or liabilities, as set forth in the Environmental Indemnity Agreement of even date herewith; and
- ix). any and all of Assignee's costs, expenses, damages or liabilities, including, without limitation, all reasonable attorney fees, directly or indirectly arising out of or attributable to the Trustee's or the Guarantor's failure to comply with the Americans with Disabilities Act

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(A.D.A.) 42 U.S.C. Section 12101 et. seq. with respect to the Premises;  
and

x). any interest due and accrued on the unpaid Principal Balance (as defined in the Note) for a period not to exceed three (3) months following occurrence of a Default.

20. This Assignment is executed by Amalgamated Bank of Chicago, not personally but solely as Trustee of Trust No. 5517 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this Assignment), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Amalgamated Bank of Chicago, (or any subsequent owner of the Mortgaged Premises) personally to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

21. This Assignment is executed by George D. Hanus, not personally but solely as Trustee of the Sibley Torrence Plaza Trust in the exercise of the power and authority conferred upon and vested in it as such Trustee (and the Trustee hereby warrants that it possesses full power and authority to execute this Assignment), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on George D. Hanus (or any subsequent owner of the Mortgaged Premises) personally to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder, except as set forth in the Guaranty Agreement and Environmental Indemnity Agreement of even date herewith.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Rents and Leases to be signed as of the day and year first above written.

TRUSTEE:

AMALGAMATED BANK OF CHICAGO, as  
Trustee of Trust No. 5517

By: 

Title:

SENIOR VICE PRESIDENT

IRVING B. POLAKOW

BENEFICIARY:

SIBLEY TORRENCE PLAZA TRUST

By: 

GEORGE D. HANUS, Trustee

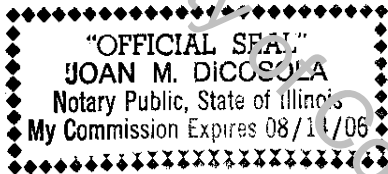


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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, JOAN M. DICOSOLA, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that IRVING B. POLAKOW ~~SENIOR VICE PRESIDENT~~ of AMALGAMATED BANK OF CHICAGO, as Trustee under Trust Agreement dated June 18, 1991 and known as Trust No. 5517, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ~~SENIOR VICE PRESIDENT~~, 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 Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22<sup>nd</sup> day of July, 2004.



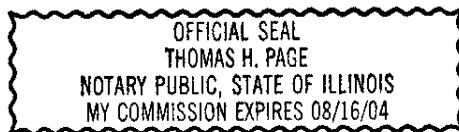
Joan M. Dicosola  
Notary Public

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Thomas H. Page, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that GEORGE D. HANUS, Trustee of SIBLEY TORRENCE PLAZA TRUST, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, 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 Trust, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16<sup>th</sup> day of July, 2004.

Thomas H. Page  
Notary Public



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EXHIBIT "A"  
LEASES

1. Lease Agreement dated August 2, 1991 with Walgreen Co.

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