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Doc#: 0507445128
Eugene "Gene" Moore Fee: \$48.00
Cook County Recorder of Deeds
Date: 03/15/2005 12:26 PM Pg: 1 of 13

This instrument prepared by and after recording should be returned to:

FagelHaber LLC
55 East Monroe Street
40th Floor
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PINS: 16-15-323-012
16-15-323-015

Common Addresses: 4620 West Roosevelt Road
Chicago, Illinois 60644

NCS-145584/MNR OEC

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

This Assignment of Rents and Lessor's Interest in Leases (this "Assignment") is executed and delivered as of the 28th day of February, 2005, by George Gatto, an individual, whose principal residence is 3009 Meyers Road, Oak Brook, IL 60521 ("Mortgagor"), to Pullman Bank and Trust, with an office located at 1000 East 111th Street, Chicago, Illinois 60628 ("Lender").

I. BACKGROUND

A. Mortgagor has requested that Lender provide certain extensions of credit, loans and other financial accommodations (collectively the "Financial Accommodations") to Mortgagor in the aggregate principal amount of Four Million Five Hundred Thousand and no/100 Dollars (\$4,500,000.00); and

B. Lender is willing to provide the Financial Accommodations to Mortgagor, provided, among other things, Mortgagor executes and delivers to Lender (1) this Assignment, and (2) that certain Mortgage and Security Agreement of even date herewith executed and delivered by Mortgagor to Lender (as amended or restated from time to time, the "Mortgage"). Capitalized terms used but not otherwise defined herein are used herein as defined in the Mortgage.

C. In consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby covenants unto and agrees with Lender as set forth in this Assignment.

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II. ASSIGNMENT

A. To secure (a) the full and timely payment and performance by Mortgagor of the Liabilities and the Covenants, including, without limitation, the Liabilities evidenced by the Mortgage Notes and the Other Agreements, and (b) the full and timely payment and performance by Gatto Industrial of Gatto Industrial's Liabilities, including, without limitation, Gatto Industrial's Liabilities evidenced by Gatto Industrials' Agreements, Mortgagor hereby grants, conveys, transfers and assigns to Lender:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit "A" (the "Premises") attached hereto, and commonly known as 4620 W. Roosevelt Road, Chicago, Illinois 60644, any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Mortgagor and any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively the "Income").

B. Mortgagor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact to:

1. rent, lease, let or sell all or any part of the premises to any party or parties at such price and upon such terms as Lender may determine; and

2. collect, sue for, settle and compromise all of the rents, issues, deposits, contracts for sale, income and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability, rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Mortgagor represents, warrants and covenants unto Lender as follows:

A. The Leases and the Income are freely assignable by Mortgagor to Lender, and Mortgagor has full power and authority to make the assignment provided for herein;

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B. All Income due under the Leases has been fully and timely paid, and, except for those security deposits listed on Exhibit "B", Mortgagor is currently not in possession of any pre-paid Income;

C. None of the Income for any part of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Mortgagor;

D. Mortgagor is the sole owner of the entire interest in any currently existing Leases, and the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever;

E. There are no claims or causes of action in connection with the Leases which Mortgagor may have or which any party may have against Mortgagor;

F. Mortgagor has not, and will not at any time hereafter, assign or pledge to any person or entity, other than Lender, any or all of the Leases or the Income;

G. The only Leases in effect with respect to the Premises are listed on Exhibit "C" attached hereto, full, correct and complete copies of which, including all amendments, have been delivered to Lender;

H. No defaults by Mortgagor or any lessee exist under the Leases and there exists no fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases. Mortgagor will promptly provide Lender with copies of any notices of default sent or received by Mortgagor in connection with the Leases; and

I. Mortgagor shall:

1. observe and perform all the obligations imposed upon Mortgagor, as lessor, under the Leases and not do or permit to be done anything to impair the security thereof;

2. not consent to the assignment or subletting of the Premises without the prior written consent of Lender;

3. not collect any of the Income more than thirty (30) days in advance of the time when the same shall become due;

4. not alter, modify or change the terms of the Leases or any guaranties thereof, cancel or terminate the Leases or any guaranties thereof or accept a surrender thereof without the prior written consent of Lender; and

5. deliver to Lender all original Leases, including, but not limited to, all original Leases executed after the date hereof.

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IV. WAIVERS

A. Mortgagor hereby waives any right of set-off against any person in possession of all or any part of the Premises. Nothing herein contained shall be construed as constituting Lender a "trustee in possession" or a "mortgagee in possession" in the absence of the taking of actual physical possession of the Premises by Lender pursuant to the provisions hereinafter contained.

B. Mortgagor hereby waives any claim, cause of action or right of setoff against Lender, its officers, directors, employees and agents for any loss sustained by Mortgagor resulting from Lender's failure to let the Premises after an "Event of Default" (hereinafter defined) or from any other act or omission of Lender in managing the Premises, nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases created or incurred by Mortgagor prior to the time Lender takes possession of the Premises (the "Pre-existing Obligations"). Mortgagor shall, and does hereby agree to indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, including, but not limited to, any Pre-existing Obligations. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Lender, nor for the carrying out of any of the terms and conditions of the Leases prior to the time Lender may take possession, nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by any lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

C. If Lender incurs any liability for any Pre-existing Obligations under the Leases or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-existing Obligations, the amount thereof, including, but not limited to, costs, expenses, and attorneys' fees, shall be secured hereby and by the Loan Documents, and shall be due and payable from Mortgagor to Lender on demand with interest thereon at the Default Rate.

V. FUTURE LEASES

A. Mortgagor shall cause each lessee, whether now existing or hereafter arising, to execute and deliver to Lender a Tenant Estoppel Certificate and Subordination Agreement, in form and substance acceptable to Lender.

B. Mortgagor shall assign and transfer to Lender all future Leases upon all or any part of the Premises and shall execute and deliver, immediately upon the request of Lender, all such further assurances and assignments in the Premises as Lender shall from time to time require.

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VI. EVENT OF DEFAULT

An "Event of Default" means the occurrence of (a) a breach, default or event of default under this Assignment, or (b) an "Event of Default" as defined in the Mortgage.

VII. ENFORCEMENT OF THIS ASSIGNMENT

A. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Lender shall not exercise any of the rights and powers conferred upon it under Section II hereunder until the occurrence of an Event of Default.

B. Lender, without in anyway waiving an Event of Default, and without the institution of legal proceedings of any kind whatsoever, may, at its option, either in person, by agent or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell and operate the same on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Premises in its own name, sue for or otherwise collect and receive the Income and enforce the Leases, including, but not limited to, Income past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof and to apply such Income as Lender may determine in its sole discretion, including, but not limited to, the payment of:

1. all expenses of managing the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens and premiums for all insurance which Lender may deem necessary or desirable, and the costs of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises;

2. the Liabilities and Gatto Industrials' Liabilities in such order of priority as to any of the items mentioned in this paragraph as Lender, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding;

3. taxes and special assessments now due or which may hereafter become due on the Premises; and

4. all repairs, decorating, renewals, replacements, alterations, additions, betterments or improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Lender, make it readily rentable or saleable.

C. The exercise by Lender of its rights provided herein and the collection of the Income and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Mortgagor under the Mortgage, the Other Agreements or Gatto Industrials' Agreements.

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D. Mortgagor agrees that Lender shall have full power to use such measures, legal or equitable, in its sole discretion or in the discretion of its successors, divisions, parents, affiliates, parents or assigns, as may be deemed proper or necessary to enforce the payment of the Income in connection with the Premises, including, but not limited to, actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. This Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. Mortgagor hereby grants to Lender full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Mortgagor, and with full power, to the extent permitted by law, to cancel or terminate any of the Leases for any cause or on any ground, to elect to disaffirm any of the hereafter executed Leases or the Leases subordinated to the lien of the Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all Income.

E. Mortgagor agrees that Lender may take or release other security for the payment of the Liabilities, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Liabilities without prejudice to any of its rights under this Assignment.

F. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Mortgagor. Mortgagor hereby irrevocably appoints Lender to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Mortgagor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases and any amounts received by Mortgagor as Income, shall be held in trust by Mortgagor and immediately remitted to Lender. Any person acquiring or receiving all or any part of such funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

VIII. DIRECTION TO LESSEES

Mortgagor hereby authorizes and directs any and all lessees or occupants of the Premises to pay over to Lender all Income after the occurrence of an Event of Default and to continue to do so until otherwise notified by Lender.

IX. OTHER

A. This Assignment shall be binding upon Mortgagor and its successors, and permitted assigns, if any, and any party or parties holding title to the Premises by, through, or under Mortgagor. All of the rights, powers, privileges, and immunities herein granted and

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assigned to Lender shall also inure to its successors, divisions, nominees, parents, subsidiaries, affiliates and assigns.

B. It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of all indebtedness secured hereby, whether now or hereafter owing to Lender. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

C. The relationship between Mortgagor and Lender is solely that of secured creditor and debtor, and nothing contained herein or in any of the Other Agreements shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than secured creditor and debtor.

D. If any provision of this Assignment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. However, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

E. The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

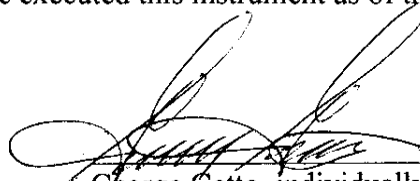
F. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

G. MORTGAGOR AND LENDER EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY MORTGAGOR TO LENDER.

[signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.



George Gatto, individually

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

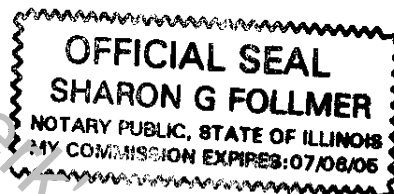
I, SHARON G. FOLLMER, a Notary Public in and for said County, in the State aforesaid, do hereby certify that George Gatto who is personally known to me to be the same person whose name is subscribed to the foregoing Assignment of Rents and Lessors Interest in Leases, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28th day of February, 2005.

Sharon G. Follmer
Notary Public

My commission expires:

July 6, 2005



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PARCEL 1

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION FIFTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING 612.41 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH TO A POINT, SAID POINT BEING 551.31 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 611.98 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 269.87 FEET TO A POINT, SAID POINT BEING 641.90 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 589.75 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE EASTERLY IN A STRAIGHT LINE TO A POINT, SAID POINT BEING 601.51 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 440.51 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEXED EASTERLY, HAVING A RADIUS OF 359.3 FT. TO A POINT, SAID POINT BEING 247.75 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 131.0 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH ALONG A LINE PARALLEL WITH SAID EAST LINE TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE WEST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING, (EXCEPTING THEREFROM THE SOUTH 33.0 FT. THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2

THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION FIFTEEN, TOWNSHIP THIRTY-NINE NORTH, RANGE THIRTEEN, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER, SAID POINT BEING 612.41 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTH TO A POINT, SAID POINT BEING 551.31 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 611.98 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE NORTHERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 269.87 FEET TO A POINT, SAID POINT BEING 641.90 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 589.75 FT. EAST OF THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE SOUTH 82°-17'-12" EAST BEING AN ASSUMED BEARING ON A LINE TO A POINT, (SAID POINT BEING 601.51 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 440.51 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER) A DISTANCE OF 32.15 FT. TO THE POINT OF BEGINNING; THENCE

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CONTINUING SOUTH 82°-17'-12" EAST ON LAST DESCRIBED LINE A DISTANCE OF 275.0 FT. TO A POINT 601.51 FT. NORTH OF THE SOUTH LINE AND 440.51 FT. WEST OF THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION FIFTEEN, BEING A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX EASTERLY HAVING A RADIUS OF 359.3 FT. AND A CHORD BEARING OF SOUTH 41°-06'-22" EAST WITH A CHORD DISTANCE OF 473.28 FT. AND ARC DISTANCE OF 516.66 FT. TO A POINT BEING 247.75 FT. NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER AND 131.0 FT. WEST OF THE EAST LINE OF THE WEST HALF OF SAID SOUTHWEST QUARTER; THENCE SOUTH 0°-15'-54" EAST ALONG A LINE 131.0 FT. WEST OF AND PARALLEL WITH THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION FIFTEEN, A DISTANCE OF 212.76 FT. TO THE NORTH LINE OF ROOSEVELT ROAD BEING A LINE 33.0 FT. NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION FIFTEEN; THENCE SOUTH 89°-50'-34" EAST ON THE NORTH LINE OF SAID ROOSEVELT ROAD A DISTANCE OF 36.01 FT.; THENCE NORTH 0°-07'-47" WEST A DISTANCE OF 134.64 FT.; THENCE NORTH 2°-17'-17" WEST A DISTANCE OF 179.86 FT. TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 398.95 FT. AND A CHORD BEARING OF NORTH 40°-38'-53" WEST WITH A CHORD DISTANCE OF 495.18 FT. AND AN ARC DISTANCE OF 534.21 FT.; THENCE NORTH 79°-00'-30" WEST A DISTANCE OF 4.29 FT. TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 347.59 FT. AND A CHORD BEARING OF NORTH 83°-05'-38" WEST WITH A CHORD DISTANCE OF 49.52 FT. AND ARC DISTANCE OF 49.57 FT.; THENCE NORTH 87°-10'-46" WEST A DISTANCE OF 19.12 FT. TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX SOUTHERLY HAVING A RADIUS OF 748.77 FT. AND A CHORD BEARING OF NORTH 83°-04'-05" WEST WITH A CHORD DISTANCE OF 107.37 FT. AND AN ARC DISTANCE OF 107.46 FT. TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVED LINE CONVEX NORTHERLY HAVING A RADIUS OF 347.59 FT. AND A CHORD BEARING OF SOUTH 88°-50'-52" WEST WITH A CHORD DISTANCE OF 146.86 FT. AND AN ARC DISTANCE OF 147.97 FT.; THENCE SOUTH 57°-18'-53" EAST, A DISTANCE OF 84.44 FT.; THENCE SOUTH 32°-41'-07" WEST, 66.3 FT. TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PINS: 16-15-323-012
16-15-323-015

Commonly Known As: 4620 West Roosevelt Road
Chicago, Illinois 60644

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EXHIBIT "C"

LEASES

Lease dated January 1, 1999 by and between Gatto Industrial Platers, Inc., as Lessee and George Gatto, D/B/A Gatto Realty Co., as Lessor.

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EXHIBIT "B"

SECURITY DEPOSITS

None.

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