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This instrument prepared by, and
please return after recording to:

GRIFFITH & JACOBSON, L.L.C.
55 WEST MONROE STREET
SUITE 3550
CHICAGO, ILLINOIS 60604

Attention: Arieh M. Flemenbaum, Esq.



Doc#: 0523003040 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/18/2005 10:54 AM Pg: 1 of 10

ASSIGNMENT OF LEASES AND RENTS

NORTH STAR TRUST COMPANY, an Illinois Corporation, not in its individual corporate capacity, but solely as Trustee under Trust Agreement dated August 8, 2005 and known as Trust Number 05-8786 ("Land Trust"), and

THE MYSTIC FOUNDATION, an Illinois not-for-profit corporation (the "**Borrower**"), as assignor ("**Assignor**"),

make this ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") this 9 day of August, 2005 to

JAYENNE COMMERCIAL FINANCE CORPORATION, an Illinois corporation (with its successors and assigns as to this Mortgage, "**Lender**"), as assignee.

Recitals

WHEREAS Land Trust is the record owner of the real property described in Exhibit A to this Assignment (the "**Property**"), and Borrower is the sole beneficiary of Land Trust; and

WHEREAS Lender has loaned \$703,500 to Borrower (the "**Loan**") for purposes of Borrower's rehabilitation of the Property, refinancing and consolidating debts and obligations secured by or liened on the Property, and for capitalization and working capital for a business operated by Borrower from the Property; and

WHEREAS the Loan is evidenced by Borrower's Promissory Note dated the date of this Mortgage payable to the order of Lender in the principal amount of \$703,500 (the "**Note**"); and

WHEREAS Borrower and Land Trust have executed and delivered to Lender a Mortgage dated the date of this Assignment (the "**Mortgage**") to Lender with respect to the Property as security for the payment and performance of Borrower's obligations to Lender under the Note and this Assignment; and

WHEREAS it is a condition to Lender's making of the Loan and to Lender's acceptance of the Note and the Mortgage that Assignor secure the payment and performance of Borrower's obligations to Lender

ASSIGNMENT OF LEASES AND RENTS BY NORTH STAR TRUST COMPANY TRUST NO. 05-8786
TO JAYENNE COMMERCIAL FINANCE CORPORATION

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PAGE 1 OF 10

Box 400-CTCC

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under and pursuant to the Note, the Mortgage and this Assignment, whether now existing or hereafter arising, direct or indirect, contingent or absolute, due or to become due (the "**Obligations**"), by assigning all leases and rents of the Property to Lender;

NOW, THEREFORE, IN CONSIDERATION OF the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to induce Lender to make the Loan to Assignor, and intending to be legally bound hereby, Assignor mortgages and assigns to Lender all of Assignor's right, title and interest in and to

(A) any and all present or future leases, licenses or other tenancies, whether written or oral, covering or affecting any or all of the Property, including but not limited to the leases listed on Exhibit C to the Mortgage (all of which, together with any and all extensions, modifications and renewals, are collectively referred to as "**Leases**" or singularly as "**Lease**"), and

(B) all rents, profits and other income or payments of any kind (except for accounts receivable) due or payable or to become due or payable to Assignor as the result of any use, possession or occupancy of all or any portion of the Property or as the result of the use of or lease of any personal property constituting a part of the Property (all of which are collectively referred to as "**Rents**"), whether the Rents accrue before or during any period of redemption thereafter.

ALL FOR THE PURPOSE OF SECURING:

(I) the payment of all sums that may at any time be due to Lender under the Loan Agreement, the Note, the Guaranty, the Mortgage and this Assignment, and any and all renewals, extensions or other amendments or modifications or replacements of or substitutions for such agreements, instruments and documents (the terms "**Loan Agreement**", "**Note**", "**Mortgage**" and "**Assignment**" will include all such renewals, extensions, amendments, modifications, replacements and substitutions of each respective document, all such obligations of Mortgagor to Lender are called "**Indebtedness**"); and

(II) the performance and observance of all the covenants, agreements and provisions (all such other obligations of Mortgagor to Lender are "**Related Obligations**") contained in the Loan Agreement, the Note, the Mortgage and this Assignment (each a "**Loan Document**" and collectively "**Loan Documents**");

ASSIGNOR FURTHER WARRANTS AND COVENANTS that it is and will remain the absolute owner of the Rents and Leases, free and clear of all liens and encumbrances other than the Mortgage and this Assignment; that it has not previously assigned or otherwise encumbered its interest in any of the Rents or Leases to any person or entity other than by the Mortgage; that it has the right under applicable law, the Leases, its formative or authorizing documents and instruments and otherwise to execute and deliver this Assignment and keep and perform all of its obligations pursuant hereto; that it will warrant and defend the Leases and Rents against all adverse claims, whether now existing or hereafter arising; that Assignor will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify the Leases so as to affect or in any manner change either the term of the rent payable under any of them or consent to the release of any party liable thereunder to the assignment of the lessee's interest in them, without the prior written consent of Lender not to be unreasonably withheld; *provided* that before the occurrence of a Default (as defined in the Mortgage), Assignor may terminate any of said Leases and accept a surrender of the Property leased thereby if, and only if, before such termination or concurrently therewith, Assignor shall enter into a new

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Lease (or Leases) for the same space and for a new term to commence upon the date of termination of the term of such prior Lease, and for a period of time equal to or greater than the unexpired portion of the term of such prior Lease, and for a rent (or rents) equal to or greater than, in the aggregate, the rent payable by the lessee under such prior Lease at the time of termination of such prior Lease, with a new lessee reasonably acceptable to Lender.

Assignor further covenants and agrees with Lender as follows:

1. **Performance of Leases.** Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it becomes liable to observe or perform under any present or future Lease, and, at its sole cost and expense, enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the tenant under each and every Lease, except that Assignor may terminate any Lease in accordance with the preceding paragraph. Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Property. Assignor will give prompt written notice to Lender of any notice of default on the part of Assignor with respect to any Lease, and will also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the Assignor or any tenant pursuant to said Lease. Assignor will not lease or otherwise permit the use of all or any portion of the Property for rent that is below the fair market rent for such property (*it being understood that rent abatements or reductions for build-out or similar promotional purposes of the type and in the amounts customary in the area for similar spaces will not be deemed below fair market rents*).
2. **Collection of Rents.** Unless and until there occurs a Default under the Mortgage, Assignor may collect and apply the Rents to the purposes it considers necessary in its sole discretion; *provided, however*, that from and after the occurrence of any such Default (after giving effect to any applicable notice or cure period or both), Assignor is immediately and absolutely divested of all its right title and interest in and to all Leases and Rents as hereby assigned; and Lender becomes immediately and irrevocably entitled to all the rights and remedies provided by this Assignment, included specifically the right to collect Rents.
3. **Present Assignment.** This Assignment constitutes a perfected, absolute and present assignment, subject only to the conditions of Paragraph 2.
4. **Protecting the Security of this Assignment.** Should Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then Lender may, without obligation to do so and without releasing Assignor from any obligation of any kind, make or do the same in such manner and to such extent as Lender deems appropriate to protect its security as evidenced by this Assignment, including, specifically, without limitation the right to commence, appear in, and defend any action or proceeding purporting to affect its said security, or the right or powers of Assignor, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. Assignor promises to pay immediately upon demand all necessary, prudent or reasonable sums expended by Lender under the authority of this Assignment, together with interest thereon at the Default Rate (as defined in the Mortgage), and the same shall be added to the Other Obligations and be secured hereby and by the Mortgage and the Related Documents.

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5. Survival of Obligation to Comply with Mortgage and this Assignment. This Assignment is given as security in addition to the Mortgage and neither the acceptance of this Assignment nor the exercise of any right hereunder shall constitute a waiver under the Mortgage or any of the other Related Documents. Assignor covenants and agrees to observe and comply with all terms and conditions contained in the Mortgage and in this Assignment. All of the Assignor's obligations under the Mortgage shall survive foreclosure of such.

6. Default and Remedies. Upon the occurrence of any Default specified in the Mortgage, Lender may, at its option, at any time:

- (a) in the name, place and stead of Assignor and without becoming an assignee in possession;
 - (i) enter upon, manage and operate the Property or retain the services of one or more independent contractors to manage and operate all or any part of the Property;
 - (ii) make, enforce, modify and accept surrender of the Leases;
 - (iii) obtain, retain or evict tenants, collect, sue for, fix or modify the Rents and enforce all rights of the Assignor under the Leases; and
 - (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment;
- (b) with or without exercising the rights set forth in subparagraph (a) above, give or require Assignor to give, notice to any or all tenants under the Leases authorizing and directing the tenants to pay all Rents under the Leases directly to Lender; and
- (c) without regard to waste, adequacy of the security or solvency of Assignor, apply for the appointment of a receiver regarding the Property, whether or not foreclosure proceedings are pending under the Mortgage, and if such proceedings were commenced, whether or not a foreclosure sale has occurred; and Assignor consents to such application.

The exercise of any of the foregoing rights or remedies and the application of the rents, profits and income shall not cure or waive any Default, or notice of default, under the Mortgage or invalidate any act done pursuant to such notice.

7. Application of Rents. All Rents collected by Lender or the receiver each month are to be applied in the following order of priority:

- (a) to the payment of all reasonable fees of the receiver approved by the Court;
- (b) to the payment of all prior or current real estate taxes and special assessments with respect to the Property, or if any of the Related Documents require periodic escrow payments for such taxes and assessments, to the escrow payments then due;
- (c) to the payment of all premiums then due for the insurance required by the provisions of the Related Documents, or if the Related Documents require periodic escrow payments for such premiums, to the escrow payments then due;
- (d) to payment of expenses incurred for normal maintenance of the Property; and

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(e) during the entire period of Lender's estate in the Property, or encumbrance thereof, to Lender for payment of the Indebtedness and the Other Liabilities, but no such payment made after acceleration of the Indebtedness or the Other Liabilities shall affect such acceleration.

The rights and powers of Lender under this Assignment and the application of Rents under this Paragraph 7 shall continue and remain in full force and effect both prior to and after commencement of any foreclosure action and after foreclosure sale and until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

8. Lender Not to Become Liable. Lender is not obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability of Assignor under the Leases. This Assignment shall not operate to place upon Lender responsibility for the control, care, management or repair of the Property or for the performance of any of the terms and conditions of the Leases. Lender is not responsible or liable (except to the extent arising from its gross negligence or willful misconduct) for any waste committed on the Property, for any dangerous or defective condition of the Property, for any negligence (other than gross negligence) in the management, upkeep, repair or control of said Property or for failure to collect the Rents.

9. Assignor's Indemnification. Assignor hereby agrees to indemnify and to hold Lender harmless of and from any and all claims, demands, liability, loss or damage, including all costs, expenses, and reasonable attorneys' fees asserted against, imposed or incurred by Lender in connection with or as a result of this Assignment or the exercise of any rights or remedies under this Assignment or under the Leases or by reason of any alleged obligations or undertakings of Lender to perform or discharge any of the terms, covenants or agreements contained in the Leases (except to the extent arising from their gross negligence or willful misconduct). If Lender incurs any such liability, the amount thereof, together with interest thereon at the Default Rate, shall be secured by this Assignment and the various Related Documents, and Assignor shall reimburse Lender therefor immediately upon demand.

10. Authorization to Tenants. Notwithstanding Paragraph 6(b) above, upon notice from Lender that it is exercising the remedy set forth in this Assignment, the tenants under the Leases are hereby irrevocably authorized and directed to pay to Lender all sums due under the Leases, and Assignor hereby consents and directs that said sums shall be paid to Lender without the necessity for a judicial determination that a Default has occurred or that Lender is entitled to exercise its rights pursuant to this Assignment, and to the extent such sums are paid to Lender, Assignor agrees that the tenant has no further liability to Assignor for the same. The signature of Lender alone is sufficient for the exercise of any rights under this Assignment and the receipt by Lender alone of any sums received is full discharge and release of any such tenant or occupant of the Property. Checks for all or any part of the Rents collected under this Assignment shall, upon notice from Lender, be drawn to the exclusive order of Lender. As long as no Default has occurred and remains continuing, Lender shall promptly remit to Assignor all of the Rents collected by it in any calendar month in excess of the amounts due or to become due upon the Note or Assignor's other Obligations within such calendar month. Upon the curing of all events of Default, or otherwise, in Lender's sole discretion, Lender may give written notice thereof to each lessee and thereafter, until the possible giving of any further notices by Lender pursuant to this Paragraph, each lessee shall pay the Rents to Assignor.

11. Bankruptcy. Anything to the contrary notwithstanding, upon a Default, Assignor hereby assigns to Lender any award made hereafter to it in any court procedure involving any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or Federal court with respect to any

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tenant of the Property; and any and all payments made by lessees in lieu of Rents. Lender may appear in any action and/or collect any such award or payment.

12. Satisfaction. Upon the payment in full of all of the Indebtedness and the Other Liabilities, as evidenced by a recorded satisfaction of the Mortgage, this Assignment shall become, without the need for any further satisfaction or release, null and void and thereupon shall be of no further effect, and Lender agrees to furnish a recordable instrument evidencing the same to Assignor upon payment of the Indebtedness.

13. Lender an Attorney-In-Fact. Upon a Default, Assignor hereby irrevocably appoints Lender and its successors and assigns, as its agent and attorney-in-fact coupled with an interest, and with the right but not the duty to exercise any rights or remedies granted by this Assignment, including, without limitation, the right to endorse on behalf and in the name of Assignor all checks from tenants in payment of Rents.

14. Lender Not a Lender in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Lender as a lender in possession.

15. Specific Assignment of Leases. Upon notice, Assignor agrees to transfer and assign to Lender, upon written notice by Lender, any and all specific Leases as Lender requests. Such transfer or assignment by Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, and Assignor will properly file or record such assignment, at Assignor's expense, if requested by Lender.

16. Unenforceable Provision Severable. All rights, powers and remedies provided in this Assignment are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law, and are intended to be limited to the extent necessary not to render this Assignment invalid, unenforceable or unreasonable under any applicable law. If any term of this Assignment is held to be invalid, illegal or unenforceable, the validity of other terms are intended to remain unaffected.

17. Successors and Assigns. The covenants and agreements herein contained shall be binding upon, and the rights hereunder shall inure to, the respective successors and assigns of Assignor and Lender, including any purchaser at a foreclosure sale.

18. Captions; Amendments; Notices. The captions and headings of the paragraphs of this Assignment are for convenience only and are not intended to interpret or define the provisions of this Assignment. This Assignment can be amended only in writing signed by Assignor and Lender. All notices required by this Assignment are sufficient if given in accordance with the Credit Agreement.

19. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

20. Governing Law. This Assignment has been made under, and shall be governed by and construed in accordance with the laws of the State of Illinois.

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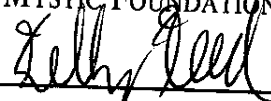
IN WITNESS WHEREOF, the undersigned parties have executed this Assignment as of the day and year first above written.

Assignor:

North Star Trust Company, not in its individual corporate capacity, but solely as Trustee under Trust Agreement dated August 8, 2005 and known as Trust Number 05-8786

The undersigned, who is the only beneficiary of such Trust Number 05-8786, joins in all of the covenants of the foregoing Mortgage

By 
Its VICE PRESIDENT


THE MYSTIC FOUNDATION
By 
KELLY P. REED, PRESIDENT

[additional exculpatory language below]

This Document is signed by NORTHSTAR TRUST COMPANY not individually but solely as Trustee under certain Trust Agreement known as Trust No. 05-8786. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any trust property which may be held thereunder, and said trustee shall not be personally liable for the performance of any of these terms and conditions of this Document or for the value or condition of the title of said property or for any Document with respect thereto. Any and all personal liability of NORTH STAR TRUST COMPANY is hereby expressly waived by the parties hereto and their respective successors and assigns.

Lender:

JAYENNE COMMERCIAL FINANCE CORPORATION

By 
James D. Jacobson, Vice President

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**EXHIBIT A TO
COLLATERAL ASSIGNMENT OF BENEFICIAL INTEREST
LEGAL DESCRIPTION OF THE SUBJECT PROPERTY**

LOTS 15 AND 16 IN BLOCK 1 IN J. MULVEY SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 20-15-102-013-000

Commonly known as: 5522 South Indiana Avenue, Chicago, Illinois 60637-1101

Property of Cook County Clerk's Office

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STATE OF ILLINOIS
COUNTY OF COOK

SS:

I, Jacklin Isha, a Notary Public in and for said County and State aforesaid, HEREBY CERTIFY that David Rosenfeld, being a VICE PRESIDENT of NORTH STAR TRUST COMPANY, an Illinois corporation acting as Trustee under Trust Agreement dated August 8, 2005 and known as Trust Number 05-8786, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act of said corporation as Trustee of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 9 day of August, 2005.



Jacklin Isha
NOTARY PUBLIC

STATE OF ILLINOIS
COUNTY OF COOK

SS:

I, Arieh M. Flemenbaum, a Notary Public in and for said County and State aforesaid, HEREBY CERTIFY that KELLY P. REED, President of The Mystic Foundation, an Illinois not-for-profit corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that no seal has been procured by said corporation, that he executed and delivered said instrument on behalf of said corporation as President, and pursuant to authority given by the Board of Directors of said corporation, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 9 day of August, 2005.



Arieh M. Flemenbaum
NOTARY PUBLIC

UNOFFICIAL COPY

STATE OF ILLINOIS

SS:

COUNTY OF COOK

I, Arieh M. Flemenbaum, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JAMES D. JACOBSON, being a Vice President of JAYENNE COMMERCIAL FINANCE CORPORATION, an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument, and caused the seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his/her 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 7 day of August, 2005.



[Signature]
NOTARY PUBLIC

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