

# UNOFFICIAL COPY



Doc#: 0728203048 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/09/2007 11:09 AM Pg: 1 of 6

Prepared by and return to:  
Old Second National Bank  
37 South River Street  
Aurora, Illinois 60506  
630) 892-0202

## ASSIGNMENT OF RENTS

1. **ASSIGNMENT.** In consideration of the loan evidenced by the promissory note or credit agreement dated 09/28/2007 (the "Note"), Grantor Spy Glass Properties LLC ("Grantor") absolutely assigns to Lender, **OLD SECOND NATIONAL BANK**, ("Lender") all of Grantor's interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property described in the attached Schedule A which is incorporated herein by this reference and any improvements located thereon (the "Premises") including, but not limited to, the leases which may be described on the attached Schedule B which is incorporated herein by this reference. This Assignment is to be broadly construed and shall encompass all rights, benefits, and advantages to be derived by the Grantor from the Leases including, but not limited to all rents, issues, income, and profits arising from the Leases and renewals thereof, and all security deposits paid under the Leases. The foregoing Assignment is intended to be specific, perfected, and choate on the recording of the Mortgage as provided by applicable state law.

2. **MODIFICATION OF LEASES.** Grantor grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Leases on such terms as Lender may determine.

3. **COVENANTS OF GRANTOR.** Grantor covenants and agrees that Grantor will:

- a. Observe and perform all the obligations imposed on the landlord under the Leases.
- b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.
- c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments.
- d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.
- e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender, in its sole discretion, may periodically require.

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**4. REPRESENTATIONS OF GRANTOR.** Grantor represents and warrants to Lender that:

- a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
- b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.
- c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.
- d. Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.
- e. Grantor has the power and authority to execute this Assignment.
- f. Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.

**5. GRANTOR MAY RECEIVE RENTS.** Until Lender makes written demand to the tenants under the Leases for the payment of rents as described herein, Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, until said demand is made, Lender may require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.

**6. NOTICE TO TENANTS:** At any time while this Agreement is in effect, Lender may, at its option after the occurrence of an event of default that remains uncured after the expiration of any applicable cure period under the note, mortgage, or other loan documentation, make a written demand to the tenants to make future payments of rents directly to Lender, with a copy to Grantor. Said demand shall be sufficient notice to the tenants and Grantor that Lender will be collecting future rent payments and, if an event of default has occurred under the Leases, curing any default under the Leases without the necessity of further consent by Grantor. Grantor hereby releases the tenants from any liability for any rents paid to Lender or any action taken by the tenants at the direction of Lender and agrees to no longer accept rent payments from the tenants. If Grantor does accept rent payments, it will immediately turn them over to Lender without demand.

**7. AFTER DEMAND MADE.** After such demand has been made, Lender may also:

- a) take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper;
- b) periodically make alterations, renovations, repairs or replacements to the Premises and may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property and the management and operation of the real property; and
- c) keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue.

The expense and cost of these actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attorneys' fees, legal expenses, and other costs, shall become part of the

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indebtedness secured by the Mortgage and for which this Assignment is given.

**8. PAYMENTS AFTER DEFAULT.** The receipt by Lender of any rents, income or profits under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

**9. GRANTOR INDEMNIFIES LENDER.** Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases 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 or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, legal expenses, and reasonable attorneys' fees shall be secured by the Mortgage and for which this Assignment was given. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

**10. INDEPENDENT RIGHTS.** This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment is in addition to the Mortgage shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage.

**11. MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. Grantor waives any right to a jury trial which Grantor may have under applicable law.

**12. RENEWAL OR EXTENSION OF MORTGAGE.** In the event the maturity date of the Note and Mortgage is extended because of a modification, renewal or extension of the secured indebtedness, this assignment shall be automatically extended to the new maturity or extension date and shall be enforceable against Grantor and Borrower on a continuous basis throughout all renewal and extension periods until such time as the underlying indebtedness has been retired and paid in full.

**13. NOTICES.** Any notice or other communication to be provided under this Agreement shall

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be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing from time to time.

**14. SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

**15. COLLECTION COSTS.** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

**16. MISCELLANEOUS.**

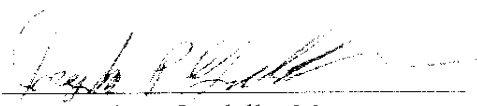
- a. A default by Grantor under the terms of any of the Leases which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.
- b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.
- c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- d. This Agreement shall be governed by the laws of the state of Illinois. Grantor consents to the jurisdiction and venue of any court located in the state of Illinois in the event of any legal proceeding under this Agreement.
- e. This Agreement is executed for commercial purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.
- f. If there is any conflict between the terms of this Agreement and the Mortgage, the terms of this Agreement shall control.

**17. ADDITIONAL TERMS.**

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated : September 28, 2007

**GRANTOR: Spy Glass Properties LLC**

By:   
 \_\_\_\_\_  
 Joseph P. Gardella, Manager

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State of Illinois )  
 County of Cook )SS

I, the undersigned, a notary public in and for said County, in the State of Illinois, DO HEREBY CERTIFY that Joseph P Garulla personally known to me to be the same person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she/they signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purpose herein set forth.



Anzelika R Antonczyk  
 Notary Public

**SCHEDULE A**  
**ADDRESS OF PREMISES AND LEGAL DESCRIPTION**

THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, THENCE EASTERLY ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 275.00 FEET TO THE TRUE POINT OF BEGINNING OF THE PARCEL TO BE DESCRIBED: THENCE SOUTHERLY AT RIGHT ANGLES TO SAID NORTH LINE OF SECTION 3, A DISTANCE OF 246.34 FEET; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE TO A POINT ON THE WEST LINE OF SAID SECTION 3, A DISTANCE OF 320.00 FEET SOUTHERLY OF SAID NORTHWEST CORNER; THENCE SOUTHERLY ALONG SAID WEST LINE OF SECTION 3 TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 105.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, BURLINGTON NORTHERN RAILROAD CO'S (FORMERLY CHICAGO, BURLINGTON AND QUINCY RAILROAD COMPANY'S) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE, A DISTANCE OF 600.00 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT 160.0 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO SAID MAIN TRACK CENTERLINE; THENCE NORTHEASTERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND DISTANT OF 5.0 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHERLY EXTENSION OF THE CENTERLINE OF MORTON AVENUE, ACCORDING TO THE RECORDED PLAT OF THE TOWN OF BROOKFIELD, ILLINOIS; THENCE NORTHERLY ALONG SAID PARALLEL LINE TO THE POINT OF INTERSECTION WITH SAID NORTH LINE OF SECTION 3; THENCE WESTERLY ALONG SAID NORTH LINE OF THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Premises: 9501 West Southview Avenue, Brookfield, Illinois 60513  
 PIN: 18-03-100-011

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## SCHEDULE B LIST OF LEASES

Lease between 9501 W. Southview LLC (n/k/a Spy Glass Properties LLC), an Illinois Limited Liability Company and Sweetener Supply Corporation, an Illinois Corporation dated 12/08/2000 and any amendments, modifications, renewals, extensions and replacements thereof.

Property of Cook County Clerk's Office