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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING, RETURN
TO:

F. Kevin Murnighan
Carey, Filter, White & Boland
33 West Jackson Boulevard, 5th Floor
Chicago, Illinois 60604



Doc#: 0829818083 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/24/2008 04:12 PM Pg: 1 of 7

PROPERTY ADDRESSES:

3521-25 N. Harlem
Chicago, Illinois 60634

PIN: 13-19-300-050-0000, 13-19-300-052-0000

September 25, 2008

ASSIGNMENT OF RENTS AND LEASES

BOX 15

WHEREAS, MARQUETTE BANK f/k/a Marquette National Bank, as Trustee under a Trust Agreement dated March 7, 2007 and known as Trust # 18281 (the "Assignor") in order to secure a indebtedness of Six Hundred Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$618,750.00), evidenced by a certain Note of Assignor, Igor Romanyuk, Igor Urytsky And Carolina Repair Shop, Inc. d/b/a A & Zee Auto Repair Inc., of even date herewith (together with any and all amendments, modifications, renewals, extensions, restatements and substitutions thereof and therefor) (the "Note"), has executed a Mortgage of even date herewith, mortgaging to INLAND BANK & TRUST (the "Mortgagee") whose address is 2125 South Wolf Road, Hillside, Illinois 60162, property and improvements in the County of Cook, Illinois, described in Exhibit A attached hereto and incorporated by reference herein (the "Mortgaged Premises").

AND WHEREAS, said Mortgagee is the Holder of said Mortgage and the Note secured thereby:

NOW THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the Assignor hereby assigns, transfers and sets over unto said Mortgagee, its successors and assigns, all of the leases and all of the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use and occupancy of all or any part of the Mortgaged Premises herein described, which may have been heretofore or may hereafter be made or agreed to by the Assignor, or which may be made or agreed to by the Mortgagee under the powers granted to it in this instrument, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder including, without limitation, any and all guaranties of tenants' performance under the leases (the "Leases") unto the Mortgagee.

The undersigned Assignor covenants and agrees with Mortgagee as follows:

- a) That the sole ownership of the entire landlord's interest in the Leases is vested in

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Assignor. Assignor has not and shall not (i) perform any act or execute any other instrument which might prevent Mortgagee from fully exercising its rights under this Assignment of Rents and Leases (this "Assignment"), (ii) execute any further assignment or pledge of the rents, income, profits or any of the Leases, (iii) accept payment of any installment of rent more than thirty (30) days before the due date thereof (except as and for a so-called security deposit), or (iv) make any lease of the Mortgaged Premises except for actual occupancy by the tenant thereunder;

b) That each lease, whether oral or written, is, to the best knowledge of Assignor, valid and enforceable in accordance with its terms, and none has been or will be altered, modified, amended, terminated, canceled, renewed or surrendered except in accordance with the terms thereof nor has any term or condition thereof been waived in any manner whatsoever, without the prior written approval of the Mortgagee, which approval will not be unreasonably withheld, delayed or conditioned;

c) That to the best of Assignor's knowledge, there is no material default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; that Assignor will use all commercially reasonable efforts to fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be kept and performed, and, at the sole cost and expense of Assignor, use reasonable efforts to enforce the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be kept and performed;

d) That Assignor shall give prompt notice to Mortgagee of each notice received by Assignor 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;

e) That the form of lease will provide that each of the Leases shall be deemed to remain in full force and effect regardless of any merger of the interest of any landlord and any tenant under any of the Leases; and

f) That, without Mortgagee's prior written consent, Assignor 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.

g) That, upon the occurrence of an Event of Default (as defined in the Note), Assignor does hereby irrevocably authorize the said Mortgagee to manage the Mortgaged Premises, and further authorizes the said Mortgagee to let and re-let the Mortgaged Premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the name of the Assignor, as it may deem expedient, and to make such necessary repairs to the Mortgaged Premises as it may deem proper or advisable, and to do anything in and about the Mortgaged Premises that the Assignor might do, hereby ratifying and confirming anything and everything that the said Mortgagee may do.

It is understood and agreed that following the occurrence of an Event of Default, the said Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the Assignor to the said Mortgagee, due or to

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become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Mortgaged Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the Mortgaged Premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

This Assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness and liability of the Assignor to the said Mortgagee shall have been fully paid, at which time this Assignment and authority shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after the occurrence of an Event of Default and, in any case, expiration of applicable notice and cure periods, if any. The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said Mortgagee of its right of exercise thereafter.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to discharge any obligation, duty or liability under any Leases, nor shall this Assignment operate to place upon Mortgagee responsibility for the control, care, management or repair of the Mortgaged Premises or the carrying out of any of the terms and conditions of any Leases; nor shall it operate to make the Mortgagee responsible or liable for any waste committed on the Mortgaged Premises by the lessee under any lease or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence in the management, upkeep, repair or control of the Mortgaged Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor shall and does agree to indemnify and to hold Mortgagee harmless of and from any and all liability, loss, cost, damage or expense which it may incur under any lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it (except if caused by the gross negligence or willful misconduct of Mortgagee) by reason of any alleged obligations or undertakings on the part of Mortgagee to perform or discharge any of the terms or covenants set forth in any Leases. Should the Mortgagee incur any such liability, loss, cost, damage or expense under any Leases or under or by reason of this Assignment, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Mortgagee therefor immediately upon demand.

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Notwithstanding any prior revocation, termination, surrender or discharge of this Agreement, the effectiveness of this Agreement shall automatically continue or be reinstated, as the case may be, in the event that (a) any payment received or credit given by the Mortgagee in respect of the Indebtedness is returned, disgorged or rescinded as a preference, impermissible setoff, fraudulent conveyance, diversion of trust funds, or otherwise under any applicable state or federal law, including, without limitation, laws pertaining to bankruptcy or insolvency, in which case this agreement shall be enforceable against Assignor as if the returned, disgorged or rescinded payment or credit had not been received or given, whether or not the Mortgagee relied upon this payment or credit or changed its position as a consequence of it; or (b) any liability is imposed, or sought to be imposed, against the Mortgagee relating to the environmental condition of, or the presence of hazardous or toxic substances on, in or about, any property given as collateral to the Mortgagee whether this condition is known or unknown, now exists or subsequently arises (excluding only conditions which arise after any acquisition by the Mortgagee of any such property, by foreclosure, in lieu of foreclosure or otherwise, to the extent due to the wrongful act or omission of the Mortgagee), in which case this Agreement shall be enforceable to the extent of all liability, costs and expenses (including without limit reasonable attorney fees) incurred by the Mortgagee as the direct or indirect result of any environmental condition or Hazardous Materials. In the event of continuation or reinstatement of this Agreement, Assignor agrees upon demand by the Mortgagee to execute and deliver to the Mortgagee those documents which the Mortgagee determines are appropriate to further (in the public records or otherwise) this continuation or reinstatement, although the failure of Assignor to do so shall not affect in any way the reinstatement or continuation. If Assignor does not execute and deliver to the Mortgagee upon written demand such documents, the Mortgagee is irrevocably appointed (which appointment is coupled with an interest) the true and lawful attorney of Assignor (with full power of substitution) to execute and deliver such documents in the name and on behalf of Assignor. Copies of any documents so executed shall be delivered to the Assignor.

In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of any of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Mortgagee, and any check in payment of damages for termination or rejection of any such Lease shall be made payable both to Assignor and Mortgagee. The Assignor hereby assigns any such payment to Mortgagee and further covenants and agrees that upon the request of Mortgagee, it shall duly endorse to the order of Mortgagee any such check, the proceeds of which shall be applied to whatever portion of the indebtedness secured by this Assignment Mortgagee may elect.

This Assignment is executed by said Trustee not personally but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in any promissory note shall be construed as creating any liability on the said company, either individually or as Trustee as aforesaid, personally to pay any indebtedness accruing hereunder or thereunder, or to perform any covenant, either

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express or implied, herein contained, all such liability, if any, being expressly waived by the Bank and by every person now or hereafter claiming any right or security hereunder, and that so far as said company, either personally or as Trustee aforesaid, or its successors, personally are concerned, the legal owner or owners of any indebtedness accruing hereunder or thereunder shall look solely to the premises hereby conveyed for the payment thereof, or to the enforcement of the lien hereby created or by action to enforce the personal liability of any other maker to any promissory note or to the enforcement of any covenant expressed herein which is joined in by any party in its individual capacity or to the enforcement of the provisions of any other collateral from time to time which secures payment.

IN WITNESS WHEREOF, MARQUETTE BANK, not personally but as Trustee as aforesaid, has executed this Mortgage as of September 25, 2008.

MARQUETTE BANK f/k/a Marquette National Bank, as Trustee under a Trust Agreement dated March 7, 2007 and known as Trust # 18281

Attest:

Lorraine A. Lachowicz
Lorraine Lachowicz, Assistant
Secretary

By:

Joyce A. Madsen
Name: Joyce A. Madsen
Title: Land Trust Officer

STATE OF Illinois)

) SS

COUNTY OF Cook)

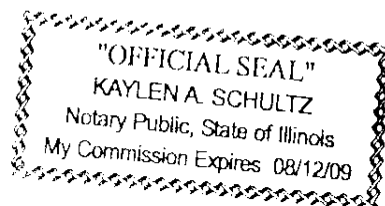
*Land Trust Officer and Lorraine Lachowicz
Assistant Secretary

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joyce A. Madsen* of MARQUETTE BANK, who is personally known to me to be the same person whose names is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25th day of September, 2008.
My commission expires:

8-12-2009

[Signature]
Notary Public



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JOINDER OF BENEFICIARY

The undersigned being the owner of one hundred percent (100%) of the beneficial interest in and being the sole beneficiary of MARQUETTE BANK f/k/a Marquette National Bank, as Trustee under a Trust Agreement dated March 7, 2007 and known as Trust # 18281 which is the Assignor under the foregoing Assignment of Rents and Leases, hereby consents to and joins in the terms and conditions of the foregoing Assignment intending to be hereby to bind any interest he or his successors or assigns may have in the premises described therein as fully and with the same effect as if the undersigned were named as Assignor in said Assignment solely for the purposes therein set forth.

Date: 09/25/08

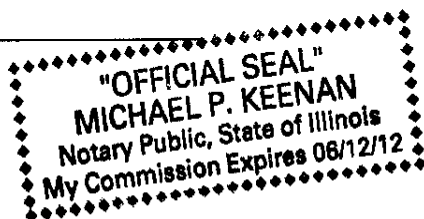
IGOR ROMANYUK
Igor Romanyuk

Igor Urytsky
Igor Urytsky

STATE OF Ill)COUNTY OF Cal) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that IGOR ROMANYUK of sole beneficiary of the land trust which is the Assignor under the foregoing Assignment of Rents and Leases, who is personally known to me to be the same person whose names 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 for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 9th day of September, 2008.
My commission expires:



Michael P. Keenan
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 18, 19 AND 20 IN BLOCK 4 IN H.O. STONE AND COMPANY'S BELMONT AVENUE TERRACE SUBDIVISION OF THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 13-19-300-050-0000, 13-19-300-052-0000

Address: 3521-25 N. Harlem, Chicago, Illinois 60634