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This Instrument Prepared By
and Returned To:

09016828

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1999-10-28 15:19:06
Cook County Recorder 39.00

Charles R. Hug
Ice Miller Donadio & Ryan
135 South LaSalle Street
Chicago, Illinois 60603



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Permanent Index Nos: 29-32-200-062
29-32-200-063
29-32-200-064
29-32-200-065
29-32-200-066
29-32-200-067
29-32-200-078

Address: 1000 Maple Avenue
Homewood, Illinois

ASSIGNMENT AND AGREEMENT

ASSIGNMENT AND AGREEMENT (the "Assignment") dated as of September 1, 1999 between the Illinois Development Finance Authority, a political subdivision, body politic and corporate duly organized and existing under and pursuant to the laws of the State of Illinois (the "Issuer"), and American National Bank and Trust Company of Chicago, a national banking association duly organized under the laws of the United States (the "Bank").

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1. The Issuer hereby assigns, transfers and conveys to the Bank and its successors and assigns, as security for the due and punctual payment of the principal of and interest on its Industrial Project Revenue Bond (Exhibit Source, Inc. Project), Series 1999A (the "Bond") in the principal amount of \$2,400,000, issued by the Issuer pursuant to a resolution passed by its governing body on September 16, 1999 as amended by a resolution passed by its governing body on October 21, 1999 (collectively, the "Bond Resolution") and all sums due under the documents relating to the Project as hereinafter defined, all of its right, title and interest in, and including without limitation its rights to payment of any and all amounts which may become due under (i) the Loan Agreement dated as of September 1, 1999 (the "Agreement") by and between the Issuer and BoMar, L.L.C., an Illinois limited liability company (the "Borrower") (except certain rights relating to indemnification and reimbursement of the Issuer pursuant to Sections 5.6, 5.7, 5.8, 5.9, 5.10, 6.1, 6.2, 6.5, 6.7, 6.9, 7.5 and 8.12 of the Agreement, including, but not limited to, any other the right to indemnification and reimbursement, the right to receive notices and reports, the right to consent to amendments to the Agreement and other documents to which the Issuer is a party, to disapprove investments which are not authorized by law for the investment of public funds and the right to enforce the above), which Agreement relates to the financing by the Issuer of certain facilities described in the Agreement (the "Project"); (ii) the Promissory Note of the Borrower to the Issuer dated September 30, 1999 in the principal amount of \$2,400,000 (the "Note"); (iii) the Mortgage and Security Agreement dated as of September 1, 1999 (the "Mortgage") (Recorded as Document No. 09016828) from the Borrower

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to the Issuer with respect to the real estate described in Exhibit "A" hereto; (iv) the Assignment of Rents and Leases dated as of September 1, 1999 (the "Assignment of Rents") (Recorded as Document No. 09016827) from the Borrower to the Issuer; and (v) any and all other instruments, documents or collateral given by the Borrower to the Issuer to evidence or secure the aforesaid Note or Agreement ("other collateral"); together with all rights and remedies granted to the Issuer pursuant to the foregoing instruments and documents (all of the foregoing being sometimes herein referred to as the "Collateral"). The Issuer hereby directs the Bank to deposit in the Bond Fund (as created in Section 8 of the Bond Resolution), if it is established or to credit to itself all amounts paid to it as payments of the principal of or interest on the Note, to be applied solely and only to the payment of principal of, premium, if any and interest on the Bond.

2. The Bank acknowledges receipt of an executed counterpart of the Agreement, the Note, the Mortgage, the Assignment of Rents and a certified copy of the Bond Resolution and agrees to hold and disburse all funds which it may receive pursuant to the Agreement, the Note, the Mortgage, the Assignment of Rents or the Bond Resolution in accordance with the applicable provisions thereof. The Bank accepts its responsibilities with respect to the Bond Fund as created in Section 8 of the Bond Resolution and the Rebate Fund as created in Section 11 of the Bond Resolution, if established. Investments of proceeds in, and disbursements from, the Bond Fund and the Rebate Fund shall only be made in accordance with the applicable provisions of the Agreement, the Tax Representation Certificate of the Borrower dated the date of the issuance of the Bond (the "Tax Certificate") and the Bond Resolution. The Bank further agrees to perform such other duties and obligations as are specifically set forth herein and in the Agreement, the Note, the Mortgage, the Assignment of Rents and the Bond Resolution. In the performance of such duties and obligations, the Bank may rely and shall be protected in acting or refraining from acting on any instrument believed by the Bank to be genuine and to have been filed or presented by the proper party or parties. The Bank shall not be liable for any action taken or omitted to be taken by the Bank in good faith and believed by the Bank to be authorized hereby or by the Agreement, the Note, the Mortgage, the Assignment of Rents or the Bond Resolution, nor for any action taken or omitted to be taken by the Bank in accordance with the advice of its attorney.

3. The Bank is hereby authorized and directed to promptly apply amounts available therefor in the Bond Fund to the payment or prepayment of principal and interest, fees and other expenses, if any, due and owing on the Bond in the manner contemplated by the Bond Resolution. The Bank shall submit to the Issuer within 10 days of its request therefor a list of the names and addresses of all registered owners of the Bond as of the date of such request as shown on the registration books of the Bank as Registrar on such date. Upon request by the Borrower or the Issuer, the Bond shall be available for inspection by the Borrower or the Issuer at the offices of the Bank at 4343 Lincoln Highway, Matteson, Illinois 60443 or such other office of the Bank as provided in the form of a written notice to the Issuer.

4. The Issuer represents and warrants that it has not assigned or pledged the rights of the Issuer under the Agreement, the Note, the Mortgage, the Assignment of Rents and other collateral assigned hereby other than hereunder and in the Bond Resolution and the Issuer represents and warrants that the rights of the Issuer under the Agreement, the Note, the Mortgage and the

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Assignment of Rents are owned by the Issuer, free and clear of any lien, charge, mortgage, pledge, security interest or encumbrances.

5. Pursuant to the Agreement, the Borrower is to notify the Bank and the Issuer promptly of all amounts proposed to be prepaid by the Borrower under the Agreement and the Note and the Issuer hereby authorizes and directs the Bank to note on the Bond the amounts so prepaid.

6. If an Event of Default as defined in the Agreement, the Assignment of Rents or the Mortgage shall occur and be continuing, the Bank, without obligation to resort to any other security, at its own expense or the expense of the Borrower, shall have the right at any time and from time to time, in its sole discretion, to enforce the rights and remedies specified in Article VII of the Agreement, the Note, the Mortgage, the Assignment of Rents and the other collateral pledged and assigned hereunder, and to take any and all action which, in the judgment of the Bank, is necessary or appropriate to enforce the rights under the Agreement, the Note, the Mortgage, the Assignment of Rents and the other collateral. Upon any such enforcement of rights under the Agreement, the Note, the Assignment of Rents and the Mortgage, after deducting all reasonable costs and expenses of every kind of the Bank and the Issuer, including attorney's fees, from the proceeds of any recovery, the Bank shall apply any residue to the payment of any liabilities of the Issuer on the Bond, all as provided in the Bond Resolution. The balance, if any, remaining after payment in full of all the liabilities of the Issuer on the Bond shall be paid to the Borrower.

7. The remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity.

8. During the term of this Assignment, unless compliance shall have been waived in writing by the Bank, the Issuer agrees:

(a) it will deliver to the Bank copies of any documents delivered to the Borrower under the Agreement, the Note, the Mortgage, the Assignment of Rents and the other collateral; and

(b) it will not consent to or agree to any modifications of the Agreement, the Note, the Mortgage, the Assignment of Rents or the other collateral or waive any of the terms thereof without the prior written consent of the Bank.

9. Notwithstanding the foregoing provisions of this Assignment, the Bank understands and agrees that the Bond, together with the principal of, premium, if any, and interest thereon, are a special, limited obligations of the Issuer equally and ratably secured by the Agreement and the Note, are and shall always be equally and ratably payable solely from the revenues and income derived from the Agreement and the Note (except to the extent paid out of moneys attributable to proceeds of the Bond, the income from the temporary investment thereof for payments made pursuant to or derived from the Mortgage, the Assignment of Rents and Leases or any other agreement or collateral securing the Note or the Bond), and are and shall always be a valid claim of the owner thereof only against the revenues and income derived from the Agreement and the Note,

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which revenues and income shall be used for no other purpose than to pay the principal installments of, premium, if any, and interest on the Bond, except as may be expressly authorized otherwise in this Assignment and in the Agreement and the Note. The Bond and the obligation to pay principal of, premium, if any, and interest thereon does not now and shall never constitute an indebtedness or an obligation of the Issuer, the State of Illinois or any political subdivision thereof, within the purview of any constitutional limitation or provision, or a charge against the general credit or taxing powers, if any, of any of them, but shall be secured as aforesaid, and shall be payable solely from the revenues and income derived from the Agreement and the Note. No owner of the Bond shall have the right to compel the exercise of the taxing power, if any, of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bond. The Issuer has no taxing power.

No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bond or for any claim based thereon or upon any obligation, covenant or agreement contained in this Assignment, the Loan Agreement or the Bond Purchase Agreement dated as of September 1, 1999 between the Issuer and the Bank, against any past, present or future member, official, officer, director or employee of the Issuer, or any successor organization, as such, either directly or through the Issuer or any successor organization, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such member, official, officer, director, agent or employee as such is hereby expressly waived and released as a condition of and in consideration for the execution of this Assignment and the issuance of the Bond.

10. No delay on the part of the Bank in exercising any of its options, powers or rights, or any partial or single exercise thereof, shall constitute a waiver thereof.

11. In order to perfect the security interest of the Bank in the Collateral, the Issuer, to the extent permitted by law, and at the expense of the Borrower, will execute such security agreements or financing statements, naming the Bank as assignee and pledges of the Collateral assigned and pledgee under this Assignment for the payment of the principal of, premium, if any, and interest on the Bond and as otherwise provided herein, and the Bank, upon direction of the Borrower, the Bank or the registered owners of the Bond, will cause the same to be duly filed and recorded, as the case may be, in the appropriate state and county offices as required by the provisions of the Uniform Commercial Code or other similar law as adopted in the State, as from time to time amended. To continue the security interest evidenced by such security agreements or financing statements, the Bank shall file and record or cause to be filed and recorded such necessary continuation statements or supplements thereto and other instruments from time to time as may be required pursuant to the provisions of the said Uniform Commercial Code or other similar law to fully preserve and protect the security interest of the Bank in the Collateral. The Issuer, to the extent permitted by law, at the expense of the Borrower, shall execute and cause to be executed any and all further instruments as shall be reasonably required by the Bank or the Bank for such protection and perfection of the interests of the Bank, the registered owners, and the Bank or its agent shall file and refile or cause to be filed and refiled such instruments which shall be necessary to preserve and perfect the lien of

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this Indenture upon the Collateral until the principal of, premium, if any, and interest on the Bond shall have been paid or provision for their payment shall be made as therein provided.

12. (a) The Bank shall keep, or cause to be kept, proper books of record and account in which complete and accurate entries shall be made of all funds and accounts established by or pursuant to this Assignment, which shall at all reasonable times be subject to the inspection by the Issuer, the Bank or the owner (or a designated representative thereof) of the Bond then outstanding.

(b) Within five (5) days after each date on which principal of, premium, if any, or interest on any of the Bond is due, the Bank shall furnish to the Issuer a written certificate setting forth the following:

- (i) the designated name of the Bond;
- (ii) the date on which such interest on any of the Bond is due, the rate or rates of interest borne by such Bond and the amount of such interest due;
- (iii) the date on which such interest on the Bond is paid and the amount of such interest paid;
- (iv) the date on which such principal of and premium, if any, on the Bond is due (whether at maturity, upon call for redemption or acceleration) and the amount of such principal and premium, if any, due;
- (v) the date on which such principal of and premium, if any, on the Bond is paid and the amount of such principal and premium, if any, paid; and
- (vi) the name of the holder of the Bond.

(c) No later than 30 days after the end of each January 1, April 1, July 1 and October 1, commencing on January 1, 2000 the Bank will prepare and file with the Issuer a statement setting forth, with respect to the current Bond Year, (1) amounts withdrawn from and deposited in each fund and account relating to the Bond hereunder, (2) the balance on deposit in each fund and account relating to the Bond at the end of each period for which such statement is prepared, (3) a brief description of all obligations held as investments in each such fund or account relating to the Bond, (4) the amount applied to the prepayment of the Bond, a description of the Bond or portion of Bond so prepaid, and an accounting of the Bond outstanding, and (5) any other information that the Issuer may reasonably request or that the Bank may from time to time deem appropriate.

13. Any notice or demand upon the Issuer shall be deemed to have been sufficiently given or served for all purposes thereof if delivered, or mailed by registered or certified mail, postage prepaid, return receipt requested, and to the Issuer at 233 South Wacker Drive, Suite 4000, Chicago, Illinois 60606, Attention: Executive Director, with a copy to the Issuer at 233 South Wacker Drive, Suite 4000, Chicago, Illinois 60606, Attention: Legal Department; or delivered, or mailed by

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registered or certified mail, postage, return receipt requested, to the Bank at 4343 Lincoln Highway, Matteson, Illinois 60443, Attention: Commercial Loan Department-Jeanne C. Reynolds.

14. This Assignment, including the rights, duties and obligations of the Bank hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois.

15. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. This Agreement shall be governed exclusively by the applicable laws of the State of Illinois.

16. The Assignment may be signed in any number of counterparts with the same effect as if the signatures hereto and hereto were upon the same instrument.

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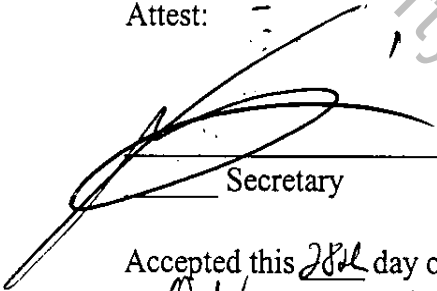
IN WITNESS WHEREOF, this Issuer has caused the Assignment to be executed in its corporate name and its corporate seal to be herewith affixed and attested by its duly authorized officer and the Bank has caused this Assignment to be executed in its corporate name and its corporate seal to be herewith affixed, all as of the date first above written.

ILLINOIS DEVELOPMENT FINANCE
AUTHORITY

By: 
Executive Director

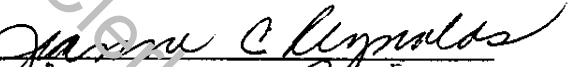

(SEAL)

Attest:


Secretary

Accepted this 28th day of
October, 1999

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: 
Its: 

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STATE OF ILLINOIS)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 28th day of ^{October} ~~September~~, 1999, by Bobby J. Wilkerson and John Haderlein who are, respectively, Executive Director and _____ Secretary of the Illinois Development Finance Authority, a political subdivision, body politic and corporate duly organized and existing under the laws of the State of Illinois, on behalf of said Issuer.

GIVEN under my hand and notarial seal this 22nd day of ^{October} ~~September~~, 1999.

Nadine Beamon
Notary Public



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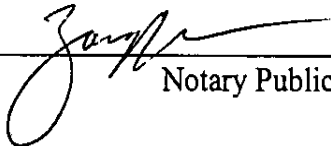
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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

The foregoing instrument was acknowledged before me this 28th day of October, 1999, by Jeanne Reynolds who is the First Vice President of the American National Bank and Trust Company of Chicago, a national banking association, on behalf of said association.

Given under my hand and notarial seal this 28th day of October, 1999.



Notary Public
(SEAL)

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EXHIBIT A

Description of Project Site

Lot 1 in Resubdivision of Prairie Lakes Business Center Lots 1 through 10 and Outlot "B" in Block 1, Recorded as Document No. 99610317, Being a Part of the Northeast 1/4 of Section 32, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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