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8/3/08 16:00 Page 1 of 8
1999-11-01 12:04:54
Cook County Recorder 35.50

This Instrument Prepared By
And After Recording Mail To:
Carolyn A. Dolan, Esq.
Conning Asset Management Company
P.O. Box 396, St. Louis, Missouri 63166.



COLLATERAL ASSIGNMENT OF LEASES AND RENTS

(Loan No. 12210676)

KNOW ALL BY THESE PRESENTS, That the undersigned HOLY FAMILY MEDICAL CENTER, an Illinois not for profit corporation, whose address is 100 N. River Road, Des Plaines, IL 60016 (hereinafter referred to as the "Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby transfer, sell, assign and convey to COUNTRY LIFE INSURANCE COMPANY, whose address is c/o Conning Asset Management Company, 700 Market Street, St. Louis, Missouri 63101 (hereinafter referred to as "Assignee"), all leases, subleases, licenses, occupancy agreements and guaranties thereof now or hereafter arising, rents, issues, profits, fees, charges, accounts and other payments for use or occupancy, including, but not limited to, the rentals reserved, the amount payable and the receipts arising thereunder and any and all benefits that may be had or obtained from said leases, which said leases, rents, issues and profits arise out of or accrue from all or a part of the following described property situated in the City of Des Plaines, County of Cook, State of Illinois, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION.

TO HAVE AND TO HOLD said leases, together with the rents, issues, rights, income, profits, privileges and benefits arising under said leases or from the use of the above described property, unto the Assignee, its successors and assigns, as additional and collateral security for the purpose of securing: (1) payment of that certain note dated evenly herewith, for the principal sum of \$10,275,000.00, bearing interest as therein provided, secured by mortgage of even date therewith, covering property therein and hereinabove described, and which mortgage has been, or will be, filed for record in the public records of the County in which said property is located; (2) payment of all other sums, with interest thereon, becoming due and payable to the Assignee under the provisions of said note and mortgage and this assignment; and (3) performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in said note, mortgage and each and every other document executed in connection with the said note or mortgage.

The Assignor warrants and represents to Assignee that the Assignor is the sole owner of the entire lessor's interest in said leases; that said leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever save as herein set forth; that the lessee named therein is not in default in the performance of any of the terms, covenants or conditions thereof; that no rent reserved in said leases or for the rental of any part of the property

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described in said mortgage, has been assigned or anticipated and that no rent for any period subsequent to the date of this assignment has been collected in advance of the time when the same became due under the terms of said leases or otherwise.

The Assignor covenants with the Assignee: to observe and perform all the obligations imposed upon the lessor under said leases and not to do or permit to be done anything to impair the security thereof; not to collect any of the rent, income and profits arising or accruing under said leases or from the property described in said mortgage in advance of the time when the same shall become due; and at the Assignee's request Assignor will assign and transfer to the Assignee any and all subsequent leases upon all or any part of the property described in said mortgage and to execute and deliver at the request of the Assignee all such further assurances and assignments in the premises as the Assignee shall from time to time require. Any breach of the foregoing covenants which continues for more than fifteen (15) days after Assignee provides Assignor written notice thereof (or, if such breach is of such a nature that it cannot be cured with due diligence within fifteen (15) days, Assignor shall fail or refuse to commence such cure within said fifteen (15) day period and thereafter diligently in good faith pursue the same to completion; in no event, however, shall the cure period, as extended hereby, exceed thirty (30) days) shall constitute a default hereunder. Notwithstanding the foregoing, any failure of Assignor to observe and perform all the obligations imposed upon the lessor under said leases shall constitute a default hereunder upon the continuation of such failure beyond the applicable notice and cure period, if any, in the relevant lease, without any additional notice and cure period hereunder. Notwithstanding anything to the contrary in this Assignment, Assignee shall have no obligation to provide Assignor written notice of any breach by Assignor of the foregoing covenants, if Assignor is in breach of substantially the same covenant more than twice within any twelve (12) month period; in such event, solely at Assignee's election and without further notice, Assignor shall not have any right to cure such repeated breach during said twelve (12) month period, and Assignee shall have all rights and remedies as provided herein.

The Assignor further covenants with the Assignee: Not to execute any other assignment of lessor's interest in said leases or assignment of rents arising or accruing from said leases or from the property described in said mortgage; not to alter, modify or change the terms of said leases or give any consent or exercise any option required or permitted by such terms without the prior written consent of Assignee, or cancel or terminate said leases or accept a surrender thereof or convey or transfer or suffer or permit a conveyance or transfer of the leased premises or of any interest therein so as to effect directly or indirectly, proximately or remotely a merger of the estates and rights of, or a termination or diminution of the obligations of, lessee thereunder; not to alter, modify or change the terms of any guaranty of said leases or cancel or terminate such guaranty without the prior written consent of the Assignee; and not to consent to any assignment of or subletting under said leases without the prior written consent of the Assignee. Any failure of Assignor to observe and perform these obligations shall constitute a default hereunder without any notice or cure period.

This assignment is made upon the following terms, covenants and conditions:

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So long as there shall exist no default by the Assignor in the payment of the principal sum, interest and indebtedness secured hereby and by said note and mortgage or in the performance of any obligation, covenants or agreement herein or in said note or mortgage or other documents executed in connection therewith or in said leases contained on the part of the Assignor to be performed, which has continued beyond any applicable notice and cure period, the Assignor shall have the right to collect at the time of, but not prior to, the date provided for the payment thereof, all rents, income and profits arising under said leases or from the property described in said mortgage and to retain, use and enjoy the same.

Upon or at any time after default in the payment of any principal sum, interest and indebtedness secured hereby and by said note and mortgage or in the performance of any obligation, covenant or agreement herein or in said note, mortgage, or other documents executed in connection therewith, or leases contained on the part of the Assignor to be performed, which default has continued beyond the applicable notice and cure period, if any, the Assignee without in any way waiving such default may at its option without notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by said note and mortgage, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed upon ex-parte application if appropriate or by a court, take possession of the property described in said leases and/or mortgage and have, hold, manage, lease, rent and operate the same on such terms and for such period of time as the Assignee may deem proper and either with or without taking possession of said property. Assignee may in its own name, demand, sue for or otherwise collect and receive all rents, income and profits of said property, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee and to apply such rents, income and profits to the payment of: (a) all expenses of managing said property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees as the Assignee may deem necessary or desirable and all expenses of operating and maintaining the property, including, without being limited thereto, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens and premiums for all insurance which the Assignee may deem necessary or desirable and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the property; and (b) the principal sum, interest and indebtedness secured hereby and by said note and mortgage, together with all costs and attorneys' fees, in such order of priority as to any of the items mentioned in this paragraph, as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted it in this paragraph and the collection of the rents, income and profits and the application thereof as herein provided shall not be considered a waiver of any default by the Assignor under said note or mortgage or under said leases or this Assignment.

The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the property described in such leases or mortgage after default, or from any other act or omission of the Assignee in managing said property after default unless loss is caused by the willful misconduct or bad faith of the Assignee. Nor shall the Assignee be obligated to perform or discharge nor does the Assignee hereby undertake to perform or discharge any obligation, duty or liability under said leases or under or by reason of this

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Assignment and the Assignor shall, and does hereby agree, to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liability, loss or damage which may or might be incurred under said leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Assignee incur any such liability under said 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 the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do the Assignee may, at its option, declare all sums secured hereby and by said note and mortgage immediately due and payable. And it is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of said property upon the Assignee, nor for the performance of any of the terms and conditions of said leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on said property by the tenants or any other parties, or for any dangerous or defective condition of said property, or for any negligence in the management, upkeep, repair or control of said property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Upon payment in full of the principal sum, interest and indebtedness secured hereby and by said note and mortgage, and any renewal or extension thereof, as evidenced by the release of the mortgage of record by Assignee, this assignment shall become void and of no effect.

The Assignor hereby authorizes and directs the lessee named in said leases or any other or future lessee or occupant of the property described therein or on said mortgage upon receipt from the Assignee of written notice to the effect that the Assignee is then the holder of said note and mortgage and that a default exists thereunder or under this assignment which has continued beyond the applicable notice and cure period, if any, to pay over to the Assignee all rents, income and profits arising or accruing under said leases or from the property described in said mortgage, and to continue so to do until otherwise notified by the Assignee.

The Assignee may take or release other security for the payment of the principal sum, interest and indebtedness secured hereby and by said note and mortgage, and may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

Nothing contained in this Assignment and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under said note and mortgage, and this assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of said note and mortgage. The right of the Assignee to collect the principal sum, interest and indebtedness secured by said mortgage, and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

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In case of any conflict between the terms of this instrument and the terms of the note and mortgage described above, the terms of said note and mortgage shall prevail.

No waiver by Assignee of any default on the part of the Assignor or under said note or mortgage shall be held or construed to be a waiver of any other default then, theretofore or thereafter existing.

This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee and any subsequent holder of the said note and mortgage and shall be binding upon the Assignor, its heirs, executors, administrators, successors and assigns and any subsequent owner of the property herein and in said mortgage described.

The term "leases" as used herein means the leases or lease hereby assigned or any extension or renewal thereof or any lease subsequently executed by Assignor covering the property referred to above or any part thereof. In this assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

The term "note" used herein shall mean note or notes whenever the context so requires and the term "mortgage" shall be construed to mean deed of trust, trust deed, security deed, or any other instrument or instruments securing said note or notes owned and held by Assignee.

All notices hereunder shall be in writing. All notices to be given hereunder may be given by any of the following means: i) personal service, ii) overnight delivery by a reliable courier service, iii) U.S. Mail, postage thereon prepaid, or iv) facsimile transmission, followed by U.S. Mail. Written notice shall be deemed effective as follows: i) if by personal service or overnight delivery, upon delivery or first attempted delivery, ii) if by U.S. Mail, two days after deposit in the U.S. Mail, and iii) if by facsimile transmission, followed by U.S. Mail, upon electronic confirmation of receipt in the recipient's office prior to 5:00 p.m. local time at the recipient's office. Notices to Assignor or Assignee shall be addressed to the mailing address for the applicable party shown in the caption hereof, and notice to the Assignee shall also include the reference "Attention: Law Division." Each of the parties may hereafter designate a different address for notices hereunder by providing notice of such designation to the other parties pursuant to the procedures set forth above.

This instrument shall be governed by and construed under the laws of the state where the property herein described is located.

Except only as to the hereinafter Retained Liability Matters, liability otherwise under this instrument shall be limited to the leases assigned as security hereunder, and the Assignor (including any and all general or limited partners, members or joint venturers of such Assignor) shall not be personally liable, whether by way of election of remedy, deficiency judgment, or otherwise for any monies due hereunder, whether principal, interest, attorney's fees, or other charges. Nothing in this paragraph, however, shall be deemed or construed to affect the validity

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of this instrument or any other instrument given to secure the Note. Further provided, however, the Assignor and the person(s) or entities related to the Assignor who are also signatories to the Note (if any) shall be personally liable, jointly and severally, to the Assignee for any and all costs, losses, damages and reasonable attorney's fees incurred or suffered by the Assignee as respects any of the following Retained Liability Matters: (I) Liability for rents and other income from the herein described property collected by such Assignor but not paid over in payment of any default under the Note or any instrument given to secure the Note; (II) Liability for insurance proceeds and condemnation award proceeds relating to the herein described property and released to such Assignor but not applied in accordance with any agreement between such Assignor and the Assignee with respect thereto; (III) Liability for amounts necessary to pay costs of investigation and clean-up of hazardous materials and toxic substances on or affecting the herein described property or as provided in any instrument securing the Note and all other costs and obligations under any environmental indemnity agreement executed by Assignor for the benefit of the Assignee; (IV) Liability for any fraud or misrepresentation by such Assignor as respects the financing secured hereby; (V) Liability for unpaid real estate taxes assessed against the herein described property, and (VI) Liability for any failure by Assignor to maintain all insurance as required by the Mortgage. In the event of any fraud or intentional misrepresentation by the Assignor or in the event of a voluntary transfer or encumbrance of the herein described property in violation of the due-on-sale clause in the Mortgage, the note and the indebtedness secured hereby shall become full recourse to the Assignor and any guarantor of the note with no limitations thereafter on the liability of such Assignor or guarantor.

IN WITNESS WHEREOF, the Assignor has executed this instrument this 15th day of OCTOBER, 19 99.

HOLY FAMILY MEDICAL CENTER, an
Illinois not for profit corporation

By: Doris L. Henriksen ✓
Name: DORIS L. HENRIKSON ✓
Title: VICE PRESIDENT, FINANCIAL SERVICES ✓

SEE ACKNOWLEDGMENT ON NEXT PAGE

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STATE OF Illinois ✓)
COUNTY OF Cook ✓) ^{SS}

On this 15th ✓ of October ✓, 19 99 ✓, before me
✓, a Notary Public in and for said County personally appeared
Doris Hendrickson ✓, as Vice President ✓ of Holy Family Medical Center,
an Illinois not for profit corporation, known to be to be the person whose name is subscribed to
the foregoing instrument, and who acknowledged the same to be the act of said corporation, and
that he/she executed the same for the purposes and consideration therein expressed.

WITNESS my hand and official seal.

Joyce Lance ✓
Notary Public in and for said County and State.

(Notarial Seal)



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EXHIBIT A

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929 AS DOCUMENT NO. 10294766 WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG SAID LAST DESCRIBED PARALLEL LINE, 502.45 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANT DEED RECORDED AS DOCUMENT NO. 22245835; THENCE NORTH 88 DEGREES 42 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE OF LAND CONVEYED TO NAZARETHVILLE BY WARRANTY DEED RECORDED AS DOCUMENT NO. 22245835 AND ALONG SAID LINE EXTENDED EASTERLY AND WESTERLY, 1115.06 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 47.88 FEET TO A POINT FOR PLACE OF BEGINNING; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 209.90 FEET; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG A CURVED LINE CONVEX EASTERLY AND HAVING A RADIUS OF 42.00 FEET, OF AN ARC DISTANCE OF 96.05 FEET (THE CHORD OF SAID ARC BEARS SOUTH 12 DEGREES 06 MINUTES 43 SECONDS WEST 76.45 FEET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 4.73 FEET TO A POINT ON THE NORTH FACE OF BRICK BUILDING, 32.51 FEET WEST OF THE NORTHEAST CORNER OF SAID BUILDING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID NORTH FACE OF THE BRICK BUILDING 18.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST. 4.73 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 42.00 FEET, AN ARC DISTANCE OF 70.86 FEET (THE CHORD OF SAID ARC BEARS NORTH 29 DEGREES 17 MINUTES 34 SECONDS WEST, 62.75 FEET); THENCE NORTH 64 DEGREES 07 MINUTES 20 SECONDS WEST, 53.64 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 206.51 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 113.00 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 8, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF GOLF ROAD ACCORDING TO THE PLAT OF DEDICATION RECORDED FEBRUARY 27, 1929, AS DOCUMENT 10294766, WITH A LINE 100.00 FEET, AS MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST 1/4 (THE WEST LINE OF SAID SOUTHEAST 1/4 HAVING AN ASSUMED BEARING OF NORTH 02 DEGREES 28 MINUTES 26 SECONDS EAST FOR THIS LEGAL DESCRIPTION); THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST ALONG SAID NORTH LINE OF GOLF ROAD, 1024.49 FEET; THENCE NORTH 00 DEGREES

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01 MINUTES 44 SECONDS WEST AT RIGHT ANGLES TO SAID LAST DESCRIBED LINE, 81.87 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 01 MINUTES 44 SECONDS WEST, 118.79 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 42 SECONDS WEST, 38.14 FEET TO A POINT ON THE SOUTHEASTERLY FACE OF BRICK BUILDING; THENCE NORTH 44 DEGREES 55 MINUTES 18 SECONDS EAST ALONG THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY FACE OF SAID BRICK BUILDING, 8.99 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF THE SOUTH FACE OF A BRICK BUILDING; THENCE NORTH 89 DEGREES 55 MINUTES 18 SECONDS EAST ALONG SAID LAST DESCRIBED LINE, 13.22 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 42 SECONDS EAST, 37.28 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 16.82 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 16 SECONDS EAST, 173.10 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 95.95 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 117.73 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 44 SECONDS EAST, 13.00 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 16 SECONDS WEST, 74.34 FEET THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR FOR THE BENEFIT OF PARCELS 1 AND 2 AS SET FORTH IN DOCUMENT RECORDED AS 97217896, AS AMENDED BY DOCUMENT NUMBER 97632601.

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR ACCESS, PARKING UTILITY SERVICES AND LOADING DOCK PURPOSES AS DEFINED IN DECLARATION OF RECIPROCAL EASEMENTS MADE BY HOLY FAMILY MEDICAL CENTER DATED JULY 30, 1997 AND RECORDED AUGUST 01, 1997 AS DOCUMENT 97561372.

PROPERTY: 1400 E. GOLF ROAD AND
ADDRESS 150 N. RIVER ROAD
DES PLAINES, ILL.

P.I.N. 09-08-400-016;
09-08-400-017;
09-08-400-024;
09-08-400-025.