



H 37924-A

1st November

THIS ASSIGNMENT is made this 1st day of November 1999 by Jean Alan, divorced and not since remarried (hereinafter, together with its permitted successors and assigns, the "Assignor") having its principal place of business at 2134 North Damen Avenue, Chicago, Illinois 60647

to and in favor of First National Bank of Chicago, having its principal office at One First National Plaza, Mail Suite IL1-0299, Chicago, Illinois 60670-0299 (hereafter, together with its successors and assigns, the "Assignee").

FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, CONVEY, SET OVER and DELIVER unto the Assignee all leases of any and every kind whatsoever, written or oral, and all agreements of any and every kind whatsoever for the use, tenancy or occupancy of any portion of the premises ("the Premises") consisting of the land (the "Land") described on Exhibit A attached hereto and all buildings, structures and improvements of any kind whatsoever now or at any time hereafter situated on the Land, as the same may at any time or from time to time be modified, amended or restated.

TOGETHER with any and all extensions and renewals thereof and any and all further leases, lettings, or agreements (including subleases thereof and tenancies following attornment) upon or covering use or occupancy of all or any part of the Premises, whether now existing or entered into hereafter (all such leases, agreements, subleases and tenancies heretofore described are hereinafter each individually called a "Lease" and collectively called the "Leases").

TOGETHER with any and all guarantees of any lessee's or other party's performance under any of the Leases, and

TOGETHER with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now be or may hereafter (including during any period of redemption) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including without limitation: minimum rents, additional rents, percentage rents, parking, maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, security, damage and other deposits of any kind, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, together with any and all rights and claims of any kind which Assignor may have against any lessee under any of the Leases or any subtenants or occupants of the Premises (all such moneys, rights and claims in this paragraph described being hereinafter called the "Rents").

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited and revocable as hereinafter provided, to collect and receive all of the Rents.

TO HAVE AND TO HOLD the same unto the Assignee and its successors and assigns forever.

FOR THE PURPOSE OF SECURING the full and timely payment and performance of all of the following therein collectively called the "Liabilities": all indebtedness, liabilities and obligations of any kind whatsoever of Assignor to Assignee, howsoever created, arising or evidenced, whether direct or indirect, joint or several or joint and several, absolute or contingent, "recourse" or "non-recourse", now or hereafter existing, or due or to become due, under or in respect to any or all of the following: that certain promissory note therein, as it may from time to time be amended, modified or restated, and together with any notes taken in substitution, renewal or extension thereof, called the "Note") dated the date hereof in the principal sum of Two Hundred Twenty Seven Thousand Nine Hundred Sixty and No./100 (\$227,960.00) made by Assignor payable to the order of Assignee; the payment, observance, performance and discharge of all obligations, covenants, undertakings, conditions, and warranties contained in that certain Mortgage made and granted by Assignor to Assignee, bearing even date herewith, recorded (or to be recorded) by the Recorder of Cook County, Illinois, and in any amendments, modifications, restatements, extensions, supplements and consolidations thereof that may be made at any time or from time to time ("the Mortgage"), which Mortgage encumbers the Premises and secures the Note; this Assignment; any and all other documents or instruments therein, together with the Mortgage and this Assignment, collectively called the "Security Documents") now or at any time hereafter securing the Note; any and all amendments, modifications, extensions or renewals of or substitutions for any of the foregoing or collateral given in connection with any thereof, at any time heretofore or hereafter; any and all costs and expenses paid or incurred by Assignee in connection with the Premises, including, without limitation, amounts advanced by Assignee to perform obligations of Assignor hereunder or under any of the other Security Documents; any and all costs, expenses and charges of any kind whatsoever (including, without limitation, court costs and attorney's fees and expenses) paid or incurred by or on behalf of Assignee in the taking, perfection, maintenance, preservation, collection or enforcement of this Assignment or the interest intended to be granted by this Assignment or the priority thereof. This instrument is further given to secure that certain "504 Loan" as that term is defined herein and that certain "284,950.00" as that term is defined herein.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS AND WARRANTS AS FOLLOWS:

1. That Assignor is the owner in fee simple absolute of the Premises and has good title to the Leases and Rents hereby assigned and good right to assign the same, and that no other person, firm, corporation or entity has any right, title, or interest therein; that Assignor has duly and punctually performed, and will hereafter duly and punctually perform, all and singular the terms, covenants, conditions, and warranties of the existing Leases on Assignor's part to be kept, observed, and performed; that Assignor has not previously sold, assigned, transferred, mortgaged, pledged, or granted security interest in, the Rents (whether now due or hereafter to become due); that none of the Rents which will become due and issuing from the Premises or from any part thereof for or with respect to any period subsequent to the date hereof have been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised; that Assignor has not received any funds or deposits from any lessee of all or any part of the Premises in excess of an amount equal to two months' rent (representing payment of not more than one month's rent in advance and a security or damage deposit in an amount equal to one month's rent) for which credit has not already been made on account of accrued rents; and that no lessee under any of the existing Leases is in default under or with respect to any such Lease.

MAIL TO box 145

2. Assignor covenants and agrees as follows: To observe, perform and discharge, duly and punctually, all and singular of the obligations, terms, covenants, conditions, and warranties of the Note, the Mortgage and all of the other Security Documents, and to give prompt notice to Assignor of any failure by Assignor to observe, perform and discharge any thereof to notify and direct in writing each and every present or future lessee or occupant of the Premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor and all Assignor's rights under or with respect to the Leases and the Rents, are subject to the rights of Assignor pursuant to this Assignment; to enforce or secure (in the name of the Assignor, if the Assignor should so request) the performance of each and every obligation, term, covenant, condition, and agreement in the Leases by any lessee to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and any lessee thereunder (and upon request by Assignor, including attorney's fees in a reasonable sum in any action or proceeding in which Assignor may appear to pay such fees, taxes and charges, execute and file (at Assignor's expense) such financing statements, obtain such acknowledgments or consents, notify such persons, and do all such other acts and things, as may be necessary or appropriate for as may be requested by Assignor at any time or from time to time) to enforce and defend the lessor's rights under the Leases and to establish, perfect and maintain at all times in favor of Assignor a valid and perfected first and prior lien on and security interest in and to all of the Rents and Leases, subject to no right, interest or claim of any other person or entity; and to keep all of its books and records relating to the Rents and Leases on the Premises or at the address of Assignor appearing herein.

3. Assignor further covenants and agrees as follows: Assignor will not receive or collect any Rents from any present or future lessee (if any space on the Premises for a period of more than one month in advance (whether in cash or by promissory note), nor pledge, transfer, mortgage, or otherwise encumber or assign any of the Leases or Rents; whether in cash or by promissory, condone, discount, set off, compromise, or in any manner release or discharge any lessee under any of the Leases, or from any obligations, covenants, conditions, or agreements by said lessee to be kept, observed, and performed, including the obligation to pay the Rents thereunder, in the manner and at the place and time specified therein; Assignor will not cancel, terminate or consent to any surrender of any of the Leases, nor modify or in any way alter any of the terms thereof.

4. Until such time as Assignor shall notify Assignor of the revocation of such power and authority, Assignor will, at its own expense, endeavor to collect as and when due, all amounts due with respect to any of the Rents and Leases, including the taking of such action with respect to such collection as Assignor may reasonably request, or, in the absence of such request, Assignor may deem advisable. Assignor, however, may at any time (and Assignor agrees that it will, at any time upon Assignor's request, and at Assignor's expense), whether before or after any revocation of such power and authority or the maturity of any of the Leases, notify any parties obligated in any of the Rents and Leases to make payment to the Assignor of any amounts due or to become due under or with respect to the Leases and enforce collection of any of the Rents by suit or otherwise and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any indebtedness thereunder or evidence thereof; Except as Assignor may otherwise consent in writing, upon the first to occur of any Default hereunder or a request made by Assignor to Assignor, Assignor will forthwith, upon receipt, transmit and deliver to Assignor, in the form received, all cash, checks, drafts, chattel paper and other instruments or writings for the payment of money (properly endorsed, where required, so that such items may be collected by Assignor) which may be received by Assignor at any time in full or partial payment or otherwise as proceeds of any of the Rents and Leases. Any such items which may be received by Assignor will not be commingled with any other of its funds or property, but will be held separate and apart from its own funds or property and upon express trust for Assignor and delivery is made to Assignor. All items or amounts which are delivered by Assignor to Assignor on account of partial or full payment, or otherwise as proceeds of any of the Leases or Rents shall be deposited to the credit of a deposit account (herein called the "Assignor Deposit Account") in the name of Assignor with Assignor, as security for payment of the Liabilities. Assignor may from time to time in its discretion, and shall upon request of Assignor, make not more than once in any one-week period, apply all or any part of the then-balance in the Assignor Deposit Account representing collected funds, toward payment of the Liabilities, whether or not then due, in such order of application as Assignor may determine, and Assignor may, from time to time, in its discretion, release all or any part of such balance to Assignor. Except as provided herein or in the Note, Assignor shall have no right to withdraw any funds deposited in the Assignor Deposit Account. Assignor is authorized to endorse, in the name of Assignor, any item, however received by it, representing any payment on or other proceeds (including insurance proceeds) of any of the Rents and Leases and to endorse and deliver, in the name of Assignor, any instrument, chattel paper or other item of the Rents held by the Assignor hereunder in connection with the sale or collection of the Rents and Leases.

5. The occurrence of any of the following events or conditions shall be a Default hereunder:

(a) Nonpayment of any of the Liabilities when due, whether by acceleration or otherwise;

(b) Any representation or warranty made by the Assignor herein is untrue, or any schedule, statement, report or writing furnished by or on behalf of the Assignor to the Assignee is untrue in any material respect;

(c) Default in or nonperformance of any of the Assignor's agreements herein set forth; or

(d) The occurrence of any default under the Note, the Mortgage, or any of the other Security Documents.

(e) SEE EXHIBIT "B" ATTACHED HERETO.

6. The occurrence of any Default hereunder shall also constitute and be deemed to be a default under the Note, the Mortgage and the other Security Documents thereby entitling Assignee to exercise any and all rights and remedies available to it upon such a default (including, without limitation, declaring all sums secured thereby and hereby immediately due and payable).

Proprietary

7. Upon or after the occurrence of a Default, Assignee, at its option, shall have the complete right, power and authority hereunder, then or thereafter, to exercise and enforce any or all of the following rights and remedies: (i) enter and take actual possession of the Premises, the Rents and the Leases or any part thereof personally, or by its agents or attorneys, and exclude Assignor therefrom; (ii) with or without process of law, enter upon and take and maintain possession of all of the documents, books, records, papers and accounts of Assignor relating thereto; (iii) as attorney-in-fact or agent of Assignor, or in its own name as assignee and under the powers herein granted, hold, operate, manage and control the Premises, the Rents and the Leases and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of the Rents and the Leases (including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent); (iv) cancel or terminate any Lease for any cause or on any ground which would entitle Assignor to cancel the same; (v) elect to disaffirm any Lease made subsequent hereto or subordinated to the lien hereof; (vi) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements to the Premises that, in its discretion, may seem appropriate; (vii) insure and reinsure the Premises for all risks incidental to Assignee's possession, operation and management thereof; and (viii) receive all such Rents and proceeds, and perform such other acts in connection with the management and operation of the Premises, as Assignee in its discretion may deem proper. Assignor hereby grants Assignee full power and authority to exercise each and every one of the rights, privileges and powers contained herein without notice to Assignor or any other person. Assignee, in the exercise of the rights and powers conferred upon it hereby, shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as it may determine: (a) to the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Assignee and its agents or contractors, if management be delegated to agents or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), established claims for damages, if any, and premiums on insurance hereinabove authorized; (b) to the payment of taxes, charges and special assessments, the costs of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises, including the cost from time to time of improving or repairing the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable; and (c) to the payment of any Liabilities.

ANYTHING IN THIS ASSIGNMENT TO THE CONTRARY NOTWITHSTANDING, neither the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, nor any other provision of this Assignment or right created hereunder, shall, prior to the actual entry upon and taking of possession of the Premises by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession or thereafter or at any time or in any event obligate the Assignee to appear in or defend any action or proceed relating to the Leases or to the Premises, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any lessee thereunder and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the said premises;

AND PROVIDED FURTHER, that neither the collection of the Rents and application as aforesaid nor the entry upon and taking possession of the Premises shall be deemed to cure or waive any Default or waive, modify or affect any notice of default under the Note, the Mortgage or other of the Security Documents, or to invalidate any act done pursuant to any such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application of the Rents may have for the time made Assignor current in its payment obligations to Assignee. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time.

8. Assignor hereby agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss, damage, or expense which it may incur under, or by reason of, this Assignment, or for any action taken by the Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, without limitation, any claim by any lessee of any part of the Premises of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under a Lease more than one month in advance of the due date thereof; should the Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorney's fees) with interest thereon at the Default Rate set forth in the Note shall be payable by Assignor immediately, without demand, and shall be included in the Liabilities.

9. Until the Liabilities shall have been paid in full, Assignor will deliver to Assignee, upon request by Assignee, executed copies of any and all other and future Leases upon all or any part of the Premises and will transfer and assign to Assignee, upon the same terms and conditions as herein contained, such other and future Leases. Assignor hereby covenants and agrees to make, execute, and deliver to Assignee upon demand, and at any time or times, any and all assignment and other instruments sufficient for the purpose or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment (including assignment of the rent under any Lease with the United States Government after allowance of the rental claim, ascertainment of the amount due and issuance of the warrant for payment thereof).

10. The failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver by Assignee of any of its rights and remedies under the Note, the Mortgage, any other Security Document, or the laws of the state in which the Premises are situated. The right of the Assignee to collect the Liabilities and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

11. This Assignment is granted to and accepted by Assignee for collateral purposes only. Neither its acceptance of this Assignment, nor any right or remedy granted to Assignee hereunder, nor any action taken by Assignee pursuant hereto, shall be deemed to constitute Assignee (or to be evidence of Assignee's being) a partner or joint venturer with Assignor, or any other thing except only a secured lender. Upon payment, performance and satisfaction in full of all of the Liabilities and of all sums payable hereunder, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of the Liabilities to remain unpaid, unperformed or unsatisfied shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm, or corporation may and is hereby authorized to rely thereon. A demand on any lessee made by Assignee for payment of rents shall be sufficient warrant to said lessee to make future payments of rents to Assignee without the necessity for further consent by the said Assignor.

UNOFFICIAL COPY

12. Any notice or other communication hereunder to any party shall be in writing and delivered or mailed to such party at the address of such party as set forth herein, provided that either party may, by notice to the other, designate a changed address for itself within the 48 contiguous continental United States of America for purposes of notices hereunder. Any such notice, if mailed, properly addressed with proper postage prepaid, shall be deemed given on the first to occur of actual receipt or three business days after the date when sent by first class mail.

13. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, sub-tenants, and assigns of same, and all occupants and subsequent owners of the Premises, and all subsequent holders of the Note and Mortgage. In this Assignment, whenever the context so requires, each gender shall include all genders, and the singular and plural number shall each include the other.

IN WITNESS WHEREOF this Assignment has been duly executed by the Assignor the day and year first above written.

ASSIGNOR:

*Jean Alan*  
Jean Alan

BY

ATTEST:

BY

ITS:

ITS:

This document was prepared by, and after recordation should be returned to:

Gregg R. Rotter, Esq.  
Lapin & Associates  
300 W. Washington Street, Suite 707  
Chicago, Illinois 60606

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned Jean Alan Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jean Alan personally known to me to be the President of

\_\_\_\_\_ a \_\_\_\_\_ corporation, and \_\_\_\_\_ personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed and delivered the said instrument as \_\_\_\_\_ Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15<sup>th</sup> day of NOV 19\_\_\_\_\_

Esther Alfaro Giler  
Notary Public

My commission expires:



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COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the general partner(s) of \_\_\_\_\_ a \_\_\_\_\_ partnership, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this \_\_\_\_\_ day in person and (severally) acknowledged that as such general partner(s), such person(s) signed and delivered the said instrument as general partner(s) of said partnership as the free and voluntary act of such person(s), and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

Property of Cook County Clerk's Office

EXHIBIT A  
Legal Description of the Land

# UNOFFICIAL COPY

LOT 28 IN BLOCK 4 IN SHERMAN'S ADDITION TO HOLSTEIN, A SUBDIVISION OF THE SOUTH ½ OF THE EAST ½ OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-31-127-041-0000

Property of Cook County Clerk's Office

Common Address of Property: 2134 North Damen, Chicago, IL 60647

Permanent Index Number: \_\_\_\_\_

**EXHIBIT B**

**Events of Default/Acceleration (Continued)**

- (e) The Assignor or any guarantor fails to enter into that certain Authorization for Debenture Guarantee 504 Program Loan No. CDC-295,022-40-05-IL in the amount of \$237,000.00 ("504 Loan"), on or before 365 days from even date herewith.
- (f) The Assignor or any guarantor defaults under any terms and conditions of the 504 Loan.
- (g) The Assignor fails to obtain funding pursuant to the terms of the 504 Loan on or before 365 days from even date herewith.
- (h) The Assignor or any guarantor defaults under any terms or conditions of that certain First National Bank of Chicago \$284,950.00 Installment Note and Loan Agreement dated \_\_\_\_\_, 1999 ("284,950.00 loan").

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