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This instrument prepared by and after recording should be returned to:

Cole Taylor Bank
9550 W. Higgins Road
Rosemont, Illinois 60018
Attention: Jeffrey Seiden



Doc#: 1009116039 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/01/2010 02:28 PM Pg: 1 of 12

Property address:

2222 West Lake Street
Chicago, Illinois 60612

Space above this line for Recorder's use

PINs:

17-07-313-001 through
17-07-313-009, inclusive;
17-07-313-012; 17-07-313-013;
17-07-313-024; 17-07-313-040;
17-07-313-044; 17-07-313-046

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

This Assignment of Rents and Lessor's Interest in Leases (this "Assignment") is executed and delivered as of March 5, 2010, by Vita Food Products, Inc., a Nevada corporation ("Mortgagor"), to Cole Taylor Bank, an Illinois banking corporation ("Lender").

WHEREAS, contemporaneously herewith, Mortgagor, Vita Consumer Products, Inc., an Illinois corporation ("VCP"), Vita Specialty Foods, Inc., a Delaware corporation ("VSF"), and each other Person party to the Credit Agreement (as defined below) as a borrower (together with Mortgagor, VCP, and VSF, "Borrowers"), have requested that Lender provide certain extensions of credit, loans, or other financial accommodations to Borrowers (collectively the "Financial Accommodations");

WHEREAS, the Financial Accommodations are evidenced or secured by, among other agreements, instruments, and documents, the following: (1) that certain Credit and Security Agreement of even date herewith by and between Borrowers and Lender (as amended, renewed, restated, or replaced from time to time, the "Credit Agreement"); (2) that certain Revolving Note of even date herewith executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed \$12,000,000; (3) that certain Machinery & Equipment Term Note of even date herewith executed and delivered by Borrowers to Lender in the principal amount of \$1,926,000; (4) that certain Real Estate Term Note of even date herewith executed and delivered by Borrowers to Lender in the principal amount of \$3,520,000; (5) that certain Capital Expenditure Term Note of even date herewith executed and delivered by Borrowers to Lender in a maximum aggregate principal amount not to exceed \$2,000,000; (6) that certain Special Advance Term Note of even date herewith executed and delivered by Borrowers to Lender in the principal amount of \$500,000; (7) that certain Mortgage and Security Agreement of even date herewith executed and delivered by Mortgagor to Lender (the "Mortgage"); (8) the Environmental Indemnity Agreement (as defined in the Mortgage); (9) that certain Grant of Security Interest in Trademarks and Patents

NCS-427784 L.L

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of even date herewith executed and delivered by Borrowers to Lender; and (10) any renewals, modifications, amendments, or substitutions to any of the foregoing (collectively the "**Loan Documents**"). Terms used but not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, Lender has required Mortgagor to execute and deliver this Assignment as a condition to Lender entering into the Credit Agreement and the other agreements referenced above.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby covenants unto and agrees with Lender as set forth in this Assignment.

1. **ASSIGNMENT.** (a) To secure the full and timely payment and performance by Borrowers of the "Liabilities" and the "Covenants" (both as defined in the Mortgage), including the Liabilities evidenced by or referenced in the Credit Agreement, the Other Agreements, and this Assignment, Mortgagor hereby grants, conveys, transfers and assigns to Lender the following:

- (1) all leases demising and leasing all or any part of the premises legally described on Exhibit A (the "**Premises**"), any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Mortgagor and any renewals, extensions, modifications, amendments, or substitutions thereto (collectively the "**Leases**"); and
- (2) all rents, issues, deposits, income, and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, or the obligations of the lessees under the Leases (collectively the "**Income**").

(b) Mortgagor hereby irrevocably appoints Lender as its true and lawful attorney-in-fact for the following purposes: (1) to rent, lease, let or sell all or any part of the Premises to any party or parties at such price and upon such terms as Lender may determine; and (2) to collect, sue for, settle and compromise all of the rents, issues, deposits, contracts for sale, income and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability, rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

2. **REPRESENTATIONS, WARRANTIES, AND COVENANTS.** Mortgagor represents, warrants, and covenants unto Lender as follows:

- (1) that the Leases and the Income are freely assignable by Mortgagor to Lender, and Mortgagor has full power and authority to make the assignment provided for herein;
- (2) that all Income due under the Leases has been fully and timely paid, and, except for those security deposits listed on Exhibit B, Mortgagor is currently not in possession of any pre-paid Income;

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- (3) that none of the Income for any part of the Premises has been or will be waived, released, reduced, discounted, or otherwise discharged or compromised by Mortgagor;
- (4) that Mortgagor is the sole owner of the entire interest in any currently existing Leases, and the Leases are valid and enforceable in accordance with their terms and have not been altered, modified, or amended in any manner whatsoever;
- (5) that there are no claims or causes of action in connection with the Leases which Mortgagor may have or which any party may have against Mortgagor;
- (6) that Mortgagor has not, and will not at any time hereafter, assign or pledge to any person or entity, other than Lender, any or all of the Leases or the Income;
- (7) that the only Leases in effect with respect to the Premises are listed on Exhibit C, full, correct, and complete copies of which, including all amendments, have been delivered to Lender;
- (8) that there exists no default by Mortgagor or any lessee under any Lease and there exists no fact which, with the giving of notice or lapse of time or both, would constitute a default under any Lease;
- (9) that Mortgagor shall promptly provide Lender with copies of any notices of default sent or received by Mortgagor in connection with the Leases; and
- (10) that Mortgagor shall:
- (A) observe and perform all the obligations imposed upon Mortgagor, as lessor, under the Leases and not do or permit to be done anything to impair the security thereof;
 - (B) not consent to the assignment or subletting of the Premises without the prior written consent of Lender, which consent will not be unreasonably withheld, delayed or conditioned;
 - (C) not collect any of the Income in advance of 30 days before the date when the same shall become due;
 - (D) not alter, modify or change the terms of the Leases or any guaranties thereof, cancel or terminate the Leases or any guaranties thereof or accept a surrender thereof without the prior written consent of Lender; and
 - (E) deliver to Lender all original Leases, including all original Leases executed after the date hereof.

3. **WAIVERS.** (a) Mortgagor hereby waives any right of set-off against any person in possession of all or any part of the Premises. Nothing herein contained shall be construed as constituting Lender a "trustee in possession" or a "mortgagee in possession" in the absence of the taking of actual physical possession of the Premises by Lender pursuant to the provisions hereinafter contained.

(b) Mortgagor hereby waives any claim, cause of action or right of setoff against Lender, its officers, directors, employees and agents for any loss sustained by Mortgagor resulting

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from Lender's failure to let the Premises after an "Event of Default" (hereinafter defined) or from any other act or omission of Lender in managing the Premises, nor shall Lender be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases created or incurred by Mortgagor prior to the time Lender takes possession of the Premises (the "**Pre-Existing Obligations**"). Mortgagor shall, and does hereby agree to, indemnify Lender for, and hold Lender harmless from, any and all liability, loss, or damage which may or might be incurred under the Leases or under or 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, covenants or agreements contained in any of the Leases, including any Pre-Existing Obligations. It is further understood that this Assignment shall not operate to place responsibility upon Lender for the control, care, management, or repair of the Premises or for the carrying out of any of the terms and conditions of the Leases prior to the time Lender may take possession, nor shall it operate to make Lender responsible or liable for any waste committed on the Premises by any lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

(c) If Lender incurs any liability for any Pre-Existing Obligations under the Leases or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-Existing Obligations, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and by the Loan Documents, and shall be due and payable from Mortgagor to Lender on demand with interest thereon at the "Default Rate" (as defined in the Credit Agreement).

4. **FUTURE LEASES.** (a) Mortgagor shall cause each lessee, whether now existing or hereafter arising, to execute and deliver to Lender a tenant estoppel certificate and subordination agreement, in form and substance reasonably acceptable to Lender.

(b) Mortgagor shall assign and transfer to Lender all future Leases upon all or any part of the Premises and shall execute and deliver, immediately upon the request of Lender, all such further assurances and assignments in the Premises as Lender shall from time to time require.

5. **EVENT OF DEFAULT.** An "**Event of Default**" means the occurrence of (a) a breach, default or event of default under this Assignment, or (b) an "Event of Default" as defined in the Credit Agreement.

6. **ENFORCEMENT OF THIS ASSIGNMENT.** (a) Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that Lender shall not exercise any of the rights and powers conferred upon it under Section 1 until the occurrence of an Event of Default.

(b) Lender, without in anyway waiving an Event of Default, and without the institution of legal proceedings of any kind whatsoever, may, at its option, either in person, by agent, or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell, and operate the same on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Premises in its own name, sue for or otherwise collect and receive the Income and enforce the Leases, including Income past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs, or replacements thereto or thereof and to apply such Income as Lender may determine in its sole discretion, including the payment of any of the following:

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- (1) all expenses of managing the Premises, including all taxes, charges, claims, assessments, water rents, sewer rents, any other liens and premiums for all insurance which Lender may deem necessary or desirable, and the costs of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises;
- (2) the principal sum, interest, and any other indebtedness owed to Lender by Mortgagor, together with all costs and reasonable attorneys' fees in such order of priority as to any of the items mentioned, in this paragraph as Lender, in its sole discretion, may determine, any statute, law, custom, or use to the contrary notwithstanding;
- (3) taxes and special assessments now due or which may hereafter become due on the Premises; and
- (4) all repairs, decorating, renewals, replacements, alterations, additions, betterments, or improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Lender, make it readily rentable or saleable.

(c) The exercise by Lender of its rights provided herein and the collection of the Income and the application thereof as herein provided shall not be considered a waiver of any Event of Default by Mortgagor under the Loan Documents.

(d) Mortgagor agrees that Lender shall have full power to use such measures, legal or equitable, in its sole discretion or in the discretion of its successors, divisions, parents, affiliates, or assigns, as may be deemed proper or necessary to enforce the payment of the Income in connection with the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. This Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. Mortgagor hereby grants to Lender full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Mortgagor, and with full power, to the extent permitted by law, to cancel or terminate any of the Leases for any cause or on any ground, to elect to disaffirm any of the hereafter executed Leases or the Leases subordinated to the lien of the Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises, to insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all Income.

(e) Mortgagor agrees that Lender may take or release other security for the payment of the Liabilities, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Liabilities without prejudice to any of its rights under this Assignment.

(f) Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Mortgagor. Mortgagor hereby irrevocably appoints Lender to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

(g) Any amounts received by Mortgagor or their agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection

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with any cancellation, modification or amendment of any of the Leases and any amounts received by Mortgagor as Income, shall be held in trust by Mortgagor and immediately remitted to Lender. Any person acquiring or receiving all or any part of such funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

7. **DIRECTION TO LESSEES.** Mortgagor hereby authorizes and directs any and all lessees or occupants of the Premises to pay over to Lender all Income after the occurrence of an Event of Default and to continue to do so until otherwise notified by Lender.

8. **OTHER.** (a) This Assignment shall be binding upon Mortgagor and its successors, and permitted assigns, if any, and any party or parties holding title to the Premises by, through, or under Mortgagor. All of the rights, powers, privileges, and immunities herein granted and assigned to Lender shall also inure to its successors, divisions, nominees, parents, subsidiaries, affiliates and assigns.

(b) It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Liabilities and Covenants of Mortgagor now or hereafter owing to Lender. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

(c) The relationship between Mortgagor and Lender is solely that of secured creditor and debtor, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than secured creditor and debtor.

(d) If any provision of this Assignment is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. However, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

(e) The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

(f) This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

(g) All references to "Borrowers" and "Borrower" means Mortgagor, VCP, VSF, and each other Person party to the Credit Agreement as a borrower, both individually and collectively, and jointly and severally.

(h) ***Mortgagor and Lender each hereby absolutely and unconditionally waive their respective right to a trial by jury in connection with any claim, demand, action or cause of action arising under or related to this Assignment or any other instrument, document or agreement executed and delivered by Mortgagor to Lender.***

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Mortgagor is signing this Assignment of Rents and Lessor's Interest in Leases as of the date stated in the introductory clause.

VITA FOOD PRODUCTS, INC

By: 

Name: R. Anthony Nelson

Title: CFO

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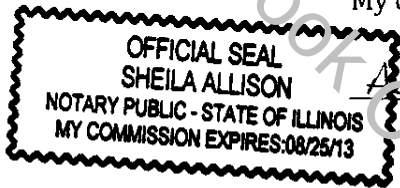
State of Illinois)
) S.S.
County of COOK)

I, SHEILA ALLISON, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. Anthony Nelson, who is personally known to me to be the CEO of VITA FOOD PRODUCTS, INC., and the same person whose name is subscribed to the foregoing Assignment of Rents and Lessor's Interest in Leases, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5TH day of MARCH 2010.

Sheila Allison
Notary Public

My commission expires:



AUGUST 25, 2013

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EXHIBIT A
to Assignment of Rents and Lessor's Interest in Leases

Legal Description

PARCEL 1:

LOT 13 (EXCEPT THE EAST 10.0 FEET THEREOF), ALL OF LOTS 14 TO 22, INCLUSIVE, AND LOTS 26 TO 41, INCLUSIVE (EXCEPT THE SOUTHERLY 10.0 FEET OF SAID LOTS 26 TO 41) IN BLOCK 1 OF SUBDIVISION OF BLOCK 42 OF CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN.

ALSO PARCEL 2:

LOTS 1 TO 5, INCLUSIVE, AND ALL OF THE 10.0 FOOT PRIVATE ALLEY EAST OF AND ADJOINING SAID LOTS 1 TO 5 IN BOWEN'S SUBDIVISION OF LOTS 23 TO 25 IN SUBDIVISION BLOCK AFORESAID.

ALSO PARCEL 3:

THAT PART OF THE EAST AND WEST 16.0 FOOT ALLEY LYING EAST OF THE WEST LINE OF LOT 26 EXTENDED NORTH AND WEST OF THE WEST LINE OF THE EAST 10 FEET OF LOT 13 EXTENDED SOUTH, IN BLOCK 1 OF SUBDIVISION OF BLOCK 42 OF CANAL TRUSTEES' SUBDIVISION AFORESAID.

ALSO PARCEL 4:

LOTS 42 TO 50, INCLUSIVE, (EXCEPT THE SOUTHERLY 10 FEET OF SAID LOTS 48, 49 AND 50) IN BLOCK 1 IN WALLER'S SUBDIVISION OF BLOCK 42 IN CANAL TRUSTEES' SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PINs:

17-07-313-001-0000; 17-07-313-002-0000; 17-07-313-003-0000; 17-07-313-004-0000;
17-07-313-005-0000; 17-07-313-006-0000; 17-07-313-007-0000; 17-07-313-008-0000;
17-07-313-009-0000; 17-07-313-012-0000; 17-07-313-013-0000; 17-07-313-024-0000;
17-07-313-040-0000; 17-07-313-044-0000; 17-07-313-046-0000

Common address:

2222 West Lake Street
Chicago, Illinois 60612

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EXHIBIT B
to Assignment of Rents and Lessor's Interest in Leases

Security Deposits

None.

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