

# UNOFFICIAL COPY



1318313058

PREPARED BY:  
PATTERSON, ROLLINS & KURTZ, LLC  
R. Bruce Patterson  
2401 West White Oaks Dr.  
Springfield, IL 62704

Doc#: 1318313058 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 07/02/2013 01:15 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:  
PATTERSON, ROLLINS & KURTZ, LLC  
R. Bruce Patterson  
2401 West White Oaks Dr.  
Springfield, IL 62704

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY  
ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (as the same may be amended, modified or supplemented from time to time, the "Assignment"), dated as of June 27, 2013, from Neal G. Vaccaro and Carolyn A. Vaccaro (the "Assignor"), in favor of Small Business Growth Corporation (the "Assignee"), for further assignment by Assignee to the UNITED STATES SMALL BUSINESS ADMINISTRATION, an agency of the United States (the "SBA"), recites and provides:

Assignee has agreed to make a loan to Assignor in the principal amount of Six Hundred Forty-One Thousand Dollars (\$641,000.00) (the "Loan") to provide financing for acquisition of the land described in Exhibit A hereto and the improvements thereon situated in the County of Cook (collectively, the "Premises"). The Loan is evidenced by a promissory note of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Note") made by Assignor and payable to the order of Assignee in the principal amount of \$641,000.00. The Note is secured, in part, by a mortgage of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Mortgage") from Assignor to Small Business Growth Corporation. Terms defined in the Note and the Mortgage shall have the same defined meanings when used in this Assignment. As a condition to making the Loan, the Assignee has required an assignment to the Assignee and any subsequent holder of the Note of all leases (individually, a "Lease," and collectively, the "Leases") of or relating to Assignor's interest in the Premises or any part thereof, now or hereafter existing, and all rents, issues and profits (the "Rents") now or hereafter arising from Assignor's interest in the Premises or any part thereof, all in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the agreement of Assignee to make the Loan and as ADDITIONAL SECURITY for the payment of the Note, Assignor agrees as follows:

I. Assignment of Leases. Assignor hereby assigns, transfers and sets over to Assignee, and any subsequent holder of the Note, all Assignor's right, title and interest in and to all Leases and all renewals or extensions thereof, together with all the Rents, now existing or hereafter arising. Prior to the election of Assignee to collect the Rents upon the occurrence of an Event of Default under the Mortgage, Assignor shall have the right to collect and dispose of the Rents without restriction.

II. Delivery of the Leases. All Leases currently in effect with respect to the Premises have been delivered to Assignee, are in full force and effect as of the date of this Assignment and neither Assignor nor any tenant is in default thereunder. Assignor shall not make any subsequent agreement for the lease of the Premises or any part thereof except in the ordinary course of business in accordance with the provisions of the Mortgage. All such

# UNOFFICIAL COPY

subsequent Leases shall be subject to the prior written approval of Assignee, which approval shall not be unreasonably withheld, in accordance with the provisions of the Mortgage.

III. No Modification of the Leases. Without the prior written consent of Assignee, which consent shall not be unreasonably withheld, Assignor shall not:

- A. Cancel, terminate or accept any surrender of the Leases;
- B. Accept any prepayments for more than thirty (30) days of installments of rent under any of the Leases;
- C. Modify or abridge any of the terms, covenants and conditions of any of the Leases so as to reduce the terms thereof or the rental payments thereunder; or
- D. Change any renewal privileges contained in any of the Leases.

IV. Representations and Warranties. Assignor represents and warrants that:

- A. Except for the assignment made by Assignor to Charter One, a division of RBS Citizens, N.A., the first mortgage lender, Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due;
- B. The Rents now due or to become due for any periods subsequent to the date hereof have not been collected and payment thereof has not been anticipated for a period of more than one (1) month in advance, waived or released, discounted, set off or otherwise discharged or compromised except as set forth in the Leases;
- C. It has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued income other than the security deposits provided for in the Leases;
- D. It has not received any bona fide and acceptable offer to purchase the Premises or any part thereof which would in any way affect any right or option of first refusal to purchase all or any portion of the Premises now contained in any Lease; and
- E. It has not done anything which might prevent Assignee from or limit Assignee in operating under or enforcing any of the provisions hereof.

Assignor shall act in good faith to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by any tenants under all the Leases.

V. Remedies upon Default. Immediately upon the occurrence of an Event of Default under the Mortgage and the Expiration of any applicable cure period, Assignee is hereby expressly and irrevocably authorized to enter and take possession of the Premises by actual physical possession, or by written notice served personally upon, or sent by registered or certified mail, postage prepaid, to Assignor, as Assignee may elect, and no further authorization shall be required. Following any such entry and taking of possession, Assignee may:

- A. Manage and operate the Premises or any part thereof;
- B. Lease any part or parts of the Premises for such periods of time, and upon such terms and conditions as Assignee may in its discretion, deem proper;
- C. Enforce any of the Leases;

# UNOFFICIAL COPY

D. Demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for all Rents that may then or may thereafter become due, owing or payable with respect to the Premises, or any part thereof, from any present or future lessees, tenants, subtenants or occupants thereof;

E. Institute, prosecute to completion or compromise and settle, all summary proceedings and actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Premises or any part or parts thereof;

F. Enforce or enjoin or restrain the violation of any of the terms, provisions and conditions of any of the Leases;

G. Make such repairs and alterations to the Premises as Assignee may in its discretion, deem proper;

H. Pay from and out of the Rents collected or from or out of any other funds the insurance premiums and any other taxes, assessments, water rates, sewer rates or other governmental charges levied, assessed or imposed against the Premises or any portion thereof, and all other charges, costs and expenses which it may deem necessary or advisable for Assignee to pay in the management or operation of the Premises, including (without limiting the generality of any rights, powers, privileges and authorities conferred in this Assignment) the cost of such repairs and alterations, commissions for renting the Premises, or any portions thereof, and legal expenses in enforcing claims, preparing papers or for any other services that may be required; and

I. Generally, do, execute and perform any other act, deed, matter or thing whatsoever that ought to be done, executed and performed in and about or with respect to the Premises as fully as Assignor might do.

Assignee shall apply the net amounts of any Rents received by it from the Premises, after payment of proper costs and charges (including any loss or damage hereinafter referred to in Section VIII hereof) to the reduction and payment of the indebtedness evidenced by the Note and secured by the Mortgage (the "Secured Indebtedness"). Assignor agrees not to seize or detain any property hereby assigned, transferred or set over to Assignee.

VI. Disposition of Rents Upon Default. Assignor hereby irrevocably directs the tenants under the Leases upon demand and notice from Assignee of any Event of Default, to pay to Assignee all Rents accruing or due under the Leases from and after the receipt of such demand and notice. Such tenants in making such payments to Assignee shall be under no obligation to inquire into or determine the actual existence of any such Event of Default claimed by Assignee.

VII. Attornment. To the extent not provided by applicable law, each Lease of the Premises or of any part thereof shall provide that in the event of the enforcement by Assignee of the remedies provided for by law or by this Assignment, the tenant thereunder will, upon request of any person succeeding to the interest of Assignor as a result of such enforcement, automatically become the tenant of such successor-in-interest, without change in the terms or other provisions of such Lease; provided, however, that the successor-in-interest shall not be bound by:

A. Any payment of rent or additional rent for more than one (1) month in advance, except prepayments in the nature of security for the performance by the tenant of its obligations under the Lease; or

B. Any Amendment or modification of the Lease made without the consent of Assignee or such successor-in-interest.

# UNOFFICIAL COPY

Each Lease also shall provide that, upon request by the successor-in-interest, the tenant shall execute and deliver an instrument or instruments confirming such attornment.

VIII. Indemnification. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all liabilities, losses, damages and expenses, including reasonable attorneys' fees, which it may incur under any of the Leases, or by reason of this Assignment or by reason of any action taken by Assignee or Assignor hereunder, and from and against any and all claims and demands whatsoever such may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Leases. Should Assignee incur any such liabilities, losses damages or expenses, the amount thereof, together with interest thereon at the rate set forth in the Note, shall be payable by Assignor to Assignee immediately upon demand therefore, or at the option of Assignee, Assignee may reimburse itself therefore out of any rents collected by Assignee. Nothing contained herein shall operate or be construed to obligate Assignee to perform any of the terms, covenants and conditions contained in any of the Leases or otherwise to impose any obligation upon Assignee with respect to any of the Leases. This Assignment shall not operate to place upon Assignee any responsibility of the operation, control, care, management or repair of the Premises, and the execution of this Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Assignor.

IX. Further Assurances. Assignor agrees to execute and deliver to Assignee, at any time or times during which this Assignment shall be in effect, such further instruments as Assignee may deem necessary to make effective or more effective this Assignment and the covenants of Assignor herein contained.

X. No Waiver. Failure of Assignee to avail itself or any of the terms, covenants and conditions of this Assignment for any period of time, or any time or times, shall not be construed or deemed to be a waiver of any of its rights hereunder. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights and remedies which Assignee shall have under or by virtue of any of the Loan Documents. The rights and remedies of Assignee hereunder may be exercised from time to time and as often as such exercise is deemed expedient.

XI. Assignment of Assignee's Rights. Any holder of the Secured Indebtedness shall have the right to assign to any subsequent holder of the Secured Indebtedness, the right, title and interest of Assignor hereby assigned, subject, however, to the provisions of this Assignment. In the event all the right, title and interest of Assignor in the Premises are barred or foreclosed, no assignee of the interest of Assignor shall be liable to account to Assignor for any Rents thereafter accruing.

XII. Release. Upon payment in full of the Secured Indebtedness, as evidenced by a recorded satisfaction or release of the Mortgage, as well as any sums which may be payable hereunder, this Assignment shall become and be void and of no effect.

XIII. Amendments and Discharge. No change, amendment, modification, cancellation or discharge of this Assignment, or any part hereof, shall be valid unless Assignee shall have consented thereto in writing.

XIV. Successors and Assigns. The terms, covenants and conditions contained herein shall inure to the benefit of, and bind Assignor, Assignee and their successors and assigns.

XV. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois, without reference to conflict of laws principles.

XVI. Severability. If any provision of this Assignment, or the application hereof to any person, entity or circumstance, shall to any extent be invalid or unenforceable, the remainder of the provisions of this Assignment, or

# UNOFFICIAL COPY

the application of such provision to other persons, entities or circumstances, shall not be affected thereby, and each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first above written.

ASSIGNOR: *Neal G. Vaccaro*  
Neal G. Vaccaro

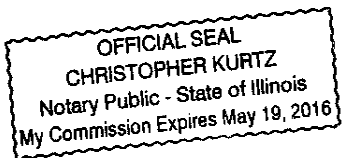
*Carolyn A. Vaccaro*  
Carolyn A. Vaccaro

STATE OF ILLINOIS }  
COUNTY OF SARASOTA } SS:

I, *CHRISTOPHER KURTZ*, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Neal G. Vaccaro and Carolyn A. Vaccaro are 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 acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes set forth, waiving their redemption rights.

GIVEN under my hand and Notarial Seal this *27* day of *JUNE*, *2013*

*[Signature]*  
NOTARY PUBLIC



Property of Cook County Clerk's Office





# UNOFFICIAL COPY

## EXHIBIT "A"

### TRACT 1:

LOTS 5 TO 10, BOTH INCLUSIVE, (EXCEPT FROM SAID LOT 5 THE WEST 25 FEET THEREOF DEDICATED FOR PUBLIC ALLEY BY DOCUMENT 20965531) IN BLOCK 28 IN IRONDALE SUBDIVISION OF THE EAST 1/2 (SOUTH OF INDIAN BOUNDARY LINE) IN SECTION 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO LOTS 7 TO 10 INCLUSIVE IN SUBDIVISION OF WEST 187 1/2 FEET OF THE EAST 323 FEET OF BLOCK 28 AFORESAID, ALSO ALL THAT PART OF NORTH SOUTH 14 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING WEST LINE OF LOTS 7 TO 10 BLOCK 28 AFORESAID AND LYING EAST OF AND ADJOINING EAST LINE OF LOTS 7 TO 10 AND LYING SOUTH OF AND ADJOINING NORTH LINE LOT 7 PRODUCED EAST 14 FEET IN SUBDIVISION OF WEST 187 1/2 FEET OF EAST 323 FEET BLOCK 28 AFORESAID, IN COOK COUNTY, ILLINOIS.

### TRACT 2:

AN IRREGULAR SHAPED PARCEL OF LAND WHICH IS PART OF BLOCK 29 IN IRONDALE, A SUBDIVISION OF THE EAST 1/2 (SOUTH OF THE INDIAN BOUNDARY LINE) OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE 100 FOOT STRIP OF LAND LYING BETWEEN BLOCKS 28 AND 29 IN SAID IRONDALE SUBDIVISION DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID BLOCK 28 WITH THE WEST LINE OF THE EAST 40 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE SOUTH ALONG THE WEST LINE OF THE EAST 40 FEET OF THE NORTH EAST 1/4 OF SAID SECTION 13 A DISTANCE OF 35 FEET TO POINT OF BEGINNING OF THE AFORESAID PARCEL OF LAND; THENCE WEST IN A LINE 35 FEET SOUTH OF AND PARALLEL TO THE SOUTH LINE OF SAID BLOCK 28 A DISTANCE OF 280 FEET, THENCE SOUTH IN LINE PARALLEL TO THE EAST LINE OF THE NORTH EAST 1/4 OF SAID SECTION 13, A DISTANCE OF 340.96 FEET TO THE INTERSECTION WITH THE SOUTHEASTERLY CURVED LINE OF THE CHEMETRON CORPORATION FORMERLY KNOWN AS NATIONAL CYLINDER GAS COMPANY PROPERTY; THENCE NORTHEASTERLY ALONG THE SAID SOUTHEASTERLY CURVED LINE BEING CONVEX TO THE SOUTH EAST AND HAVING A RADIUS OF 460.925 FEET A DISTANCE OF 371.60 FEET TO THE INTERSECTION WITH THE WEST LINE OF THE EAST 40 FEET OF THE NORTHEAST 1/4 OF SAID SECTION, THENCE NORTH 112.31 FEET TO THE POINT OF BEGINNING, SITUATED IN COOK COUNTY, ILLINOIS.

### TRACT 3:

ALL THAT PART OF THE HEREINAFTER DESCRIBED IRREGULAR PARCEL OF LAND LYING EAST OF A LINE 320 FEET WEST OF (BY RECTANGULAR MEASUREMENT) THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE EAST 109TH STREET EXTENDED WEST AND A LINE WHICH IS 53 FEET NORTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO, AND PARALLEL TO THE NORTHEASTERLY LINE OF THE ORIGINAL 66 FOOT RIGHT OF WAY OF THE CHICAGO AND WESTERN INDIANA RAILROAD COMPANY, THENCE SOUTHEASTERLY ON SAID LINE 53 FEET NORTHEASTERLY OF AND PARALLEL TO SAID NORTHEASTERLY ORIGINAL RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 40 FEET OF SAID NORTHEAST 1/4; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 40 FEET OF SAID NORTHEAST 1/4 TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST 1/4; THENCE NORTH ALONG THE WEST LINE OF THE EAST 40 FEET OF SAID NORTHEAST 1/4 A DISTANCE OF 330.59 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ON A CURVED LINE CONVEX TO THE SOUTHEAST, SOUTH AND SOUTHWEST HAVING A RADIUS OF 460.925 FEET AN ARC DISTANCE OF 1045.37 FEET MORE OR LESS, TO A POINT IN A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF BENSLEY AVENUE EXTENDED SOUTH AND THE SOUTH LINE OF EAST 109TH STREET EXTENDED WEST WHICH STRAIGHT LINE MAKES AN ANGLE OF 67 DEGREES 37 MINUTES 40 SECONDS WITH THE SOUTH LINE OF EAST 109TH STREET; THENCE NORTHWESTERLY ON SAID STRAIGHT LINE 390.57 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF EAST 109TH STREET EXTENDED WEST AND THE WEST LINE OF BENSLEY AVENUE EXTENDED SOUTH; THENCE WEST ALONG THE SOUTH LINE OF EAST 109TH STREET EXTENDED WEST TO THE POINT OF

# UNOFFICIAL COPY

BEGINNING; (EXCEPT THAT PART OF THE HERETOFORE DESCRIBED PARCEL OF LAND LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE POINT OF BEGINNING OF THE HERETOFORE DESCRIBED PARCEL; THENCE EAST ALONG THE SOUTH LINE OF THE AFORESAID EAST 109TH STREET EXTENDED WEST 23.99 FEET MORE OR LESS, TO AN INTERSECTION WITH A LINE 73 FEET NORTH EAST OF MEASURED AT RIGHT ANGLES TO, AND PARALLEL TO THE NORTH EAST LINE OF THE AFORESAID ORIGINAL 66 FOOT CHICAGO AND WESTERN INDIANA RAILROAD RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID LINE 73 FEET NORTH EAST OF AND PARALLEL TO THE NORTH EAST LINE OF SAID ORIGINAL 66 FOOT RIGHT OF WAY A DISTANCE OF 656.00 FEET, MORE OR LESS, TO A POINT OF TANGENT WHICH IS 223.72 FEET NORTH WEST OF THE NORTH LINE OF THE SOUTH 40 FEET OF SAID NORTH EAST 1/4 OF SAID SECTION 13 AS MEASURED ALONG SAID PARALLEL LINE EXTENDED SOUTHEASTERLY TO AN INTERSECTION WITH SAID NORTH LINE OF SAID SOUTH 40 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE CONVEX SOUTHWESTERLY TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 371.97 FEET AN ARC DISTANCE OF 366.59 FEET MORE OR LESS TO A POINT OF TANGENT 60 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 13 WHICH POINT IS 508.75 FEET WEST OF THE EAST LINE OF SAID SECTION 13; THENCE EAST ALONG THE NORTH LINE OF THE SOUTH 60 FEET OF THE NORTH EAST 1/4 OF SAID SECTION 13, 177.18 FEET TO A POINT OF TANGENT; THENCE NORTHEASTERLY ON A CURVED LINE CONVEX TO THE SOUTH EAST TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 371.97 FEET AN ARC DISTANCE OF 335.09 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE EAST 40 FEET OF SAID NORTH EAST 1/4 WHICH POINT IS 201.00 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 13), IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 10938 & 10910 S. TORRENCE AVENUE, CHICAGO, IL 60617  
PIN: 25-13-211-022-0000, 25-13-211-023-0000, 25-13-212-006-0000 AND 25-13-212-008-0000

Cook County Clerk's Office