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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS ASSIGNMENT, made this 24th day of September, 1985 by LA SALLE NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated February 20, 1984 and known as Trust Number 107664 having an office at 135 South LaSalle Street Chicago, Illinois 60690 (herein called "Assignor"), to FIRST WISCONSIN NATIONAL BANK OF MILWAUKEE, a National Banking Association duly organized and existing under the laws of the United States having its principal office at 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202 (herein called "Assignee"),

WITNESSETH:

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns to the Assignee all of the right, title and interest of Assignor in and to that certain Lease or those certain leases, with modifications, if any, described in Schedule A hereof, covering premises in Evanston, Cook County, State of Illinois; TOGETHER WITH ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF AND ALSO TOGETHER WITH ANY AND ALL GUARANTEES OF THE LESSEE'S OBLIGATIONS UNDER ANY THEREOF AND UNDER ANY AND ALL EXTENSIONS AND RENEWALS OF ANY THEREOF. Each of said Leases together with any and all guarantees, modifications, extensions, and renewals thereof is hereinafter referred to as the "Lease".

FOR THE PURPOSE OF SECURING:

ONE: Payment of all sums now or at any time hereafter due to the Assignee and secured by a certain mortgage made by the Assignor to the Assignee dated February 1, 1985, and recorded or to be recorded at or prior to the recording of this Assignment;

TWO: Performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in such mortgage or the note secured thereby.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES, WITH RESPECT TO EACH LEASE:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Lease by Lessor to be performed, to give prompt notice to the Assignee of any notice of default on the part of Assignor with respect to the Lease received from Lessee or guarantor, together with an accurate and complete copy of any such notice; at the sole cost and expense of Assignor, to enforce, short of termination of the lease, or secure the performance of each and every obligation, covenant, condition and agreement of the Lease by the Lessee to be performed; not to modify or in any way alter the terms of the Lease; not to terminate the term of the Lease and not to accept a surrender thereof unless required to do so by the terms of the Lease; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the Lessee thereunder or from the obligations, covenants, conditions and agreements by the Lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Assignee all Assignor's right, power and authority to modify or in any way alter the terms or provisions of the Lease, or to terminate the term or accept a surrender thereof, and any attempt on the part of Assignor to exercise any such right without the written authority and consent of the Assignee thereto being first had and obtained shall constitute a breach of the terms hereof entitling the Assignee to declare all sums secured hereby immediately due and payable.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of Lessor, Lessee or guarantor thereunder, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee may appear.

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3. That should Assignor fail to make any payment or to do any act as herein provided, then the Assignee, but without obligation so to do and ten days after the mailing of notice to Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Lessor in the lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

4. To pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at two percent (2%) in excess of rate set forth in the note secured by the aforesaid mortgage, and the same shall be added to the said indebtedness and shall be secured hereby and by the said mortgage.

5. That Assignor will not transfer or convey to the Lessee the fee title to the demised premises unless the Lessee assumes in writing and agrees to pay the debt secured hereby in accordance with the terms, covenants and conditions of the said note or bond secured by said mortgage.

6. Assignor hereby covenants and warrants to the Assignee that (a) Assignor has not executed any prior Assignment of the Lease or of its right, title and interest therein or the rentals to accrue thereunder; (b) Assignor has not performed any act or executed any instrument which might prevent the Assignee from operating under any of the terms and conditions hereof, or which would limit the Assignee in such operation; (c) Assignor has not accepted rent under the Lease for any period subsequent to the current period for which rent has already become due and payable; (d) there is no default now existing under the Lease, and (e) Assignor has not executed or granted any modification or amendment whatever of the Lease either orally or in writing except as set forth in Schedule A, and that the Lease is in full force and effect.

B. IT IS MUTUALLY AGREED WITH RESPECT TO EACH LEASE THAT:

1. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or Lease contained, Assignor shall have the right to collect upon but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or Lease contained (beyond the applicable grace or cure period), the Assignee may (after the mailing of notice to Assignor) exercise all rights and remedies contained in said mortgage and without regard for the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof, make, enforce, modify, and accept the surrender of, leases, obtain and evict tenants, fix or modify rents, and do any acts which the Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon and indebtedness secured hereby, and in such order as the Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect notice of default under said mortgage or invalidate any act done pursuant to such notice.

3. The whole of the indebtedness shall, after mailing of notice to Assignor and passage of 10 days within which to cure, become due upon the election by the Assignee to accelerate the maturity of the indebtedness pursuant to the provisions of the note secured by the mortgage or of the mortgage, or any other instrument which may be held by the Assignee as security for the indebtedness, or at option of the Assignee after any attempt by the Assignor to terminate any lease, accept surrender thereof or to waive or release any lessee from the observance, performance of any obligation or to anticipate rents thereunder more than thirty (30) days prior to accrual.

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4. Prior to the appointment of a receiver for the benefit of Assignee, the Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which it may or might incur under the Lease prior to the appointment of such receiver or under or by reason of this assignment prior to the appointment of such receiver and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease prior to the appointment of such receiver; should the Assignee incur any such liability, loss or damage under the Lease or under or by reason of this assignment in either case, prior to appointment of such receiver, or in the defense against any such claims or demands with respect to items prior to the appointment of such receiver, the amount thereof, including costs, expenses and reasonable attorney's fees, together with interest thereon at two percent (2%) in excess of rate set forth in the note secured by the aforesaid mortgage, shall be secured hereby and by the said mortgage, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

IT IS FURTHER MUTUALLY AGREED THAT:

1. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to use reasonable efforts to keep leased at a good and sufficient rental all the premises described in the mortgage and upon demand to transfer and assign to the Assignee any and all subsequent leases upon all or any part of such premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Assignee, upon demand, any and all instruments that may be necessary or desirable therefor, but the terms and provisions of this Assignment shall apply to any such subsequent lease whether or not so assigned and transferred.

2. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing by Assignor of an instrument of satisfaction or full release of said mortgage, unless there shall have been recorded another mortgage in favor of the Assignee covering the whole or any part of the leased premises, this assignment shall become and be void and of no effect and Assignee shall execute a notice of such termination addressed to tenants of Assignor.

3. This assignment inures to the benefit of the named Assignee and its successors and assigns, and binds the Assignor and Assignor's heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lease" as used herein means not only the Lease hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by Assignor covering the demised premises or any part thereof. In this assignment, whenever the context so requires, the neuter gender includes the masculine or feminine, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

4. This Assignment is executed by the LaSalle National Bank, not personally but as Trustee and Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said Mortgagor or on said LaSalle National Bank personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, representation, agreement or condition either express or implied herein contained, all such liability, if any, being expressly waived by Mortgage and by every person now or hereafter claiming any right or security hereunder, and that so far as the Mortgagor and its successors and said LaSalle National Bank personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of the guarantor, if any.

for beneficiaries of the related trust other than pursuant to any guaranty by such beneficiary

5. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and sent by registered mail addressed as follows:

95 216 498

TO ASSIGNOR at the address appearing above, unless a different address is furnished below.

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TO ASSIGNEE, Attention Real Estate Finance Division at 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

Such addresses may be changed from time to time by either party by serving notice as above provided.

This instrument is executed by LaSalle National Bank, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by LaSalle National Bank are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against LaSalle National Bank by reason of any of the covenants, statements, representations or warranties contained in this instrument.

ADDRESS OF ASSIGNOR
Attn: Scott Sternfield
c/o Joseph J. Freed and Associates, Inc.
304 East Rand Road
Arlington Heights, Illinois 60004

LA SALLE NATIONAL BANK
not individually but solely as Trustee under Agreement dated February 20, 1984 and known as Trust No. 107664, and otherwise limited as above indicated.
By [Signature]

Attest _____

By _____

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Personally came before me, this 20th day of September, 1985,
[Signature], [Signature], and [Signature],
[Signature], of the above named association, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of said association, by the authority, as Trustee under Trust Agreement dated February 20, 1984 and known as Trust Number 107664.

[Signature]

Notary Public
State of Illinois
My commission 6-11-88

This instrument was drafted by John J. Poehlmann on behalf of First Wisconsin National Bank of Milwaukee, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

65 216 463

85 216 463

attached to the records of Cook County and McCormick & Co.

10-24-85 - 11-13-85
11-13-85 - 11-13-85

THAT PART OF LOT 2 OF GENERAL DYNAMICS-EVANSTON INDUSTRIAL PARK OF THE SOUTH WEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST 1/4 OF SAID SECTION 24, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2 TO A POINT DUE EAST OF THE NORTH LINE OF SAID LOT 2; THENCE DUE EAST 421.46 FEET ON THE NORTH LINE OF SAID LOT 2 TO A POINT 14.02 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 87 DEGREES 11 MINUTES 23 SECONDS WEST 659.00 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, THENCE SOUTH 87 DEGREES 11 MINUTES 23 SECONDS WEST 14.02 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 1.387 ACRES, MORE OR LESS.

PARCEL 2:

THAT PART OF LOT 2 IN GENERAL DYNAMICS-EVANSTON INDUSTRIAL PARK (RECORDED MAY 16, 1988 IN BOOK 191 ON PAGE 47 AND 48 AS DOCUMENT 10943500) IN THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHWEST 1/4 OF SAID SECTION 24, DESCRIBED AS FOLLOWS, COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2 TO A POINT DUE EAST OF THE NORTH LINE OF SAID LOT 2 TO A POINT 14.02 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 87 DEGREES 11 MINUTES 23 SECONDS WEST 659.00 FEET ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 2 TO THE POINT OF BEGINNING, THENCE SOUTH 87 DEGREES 11 MINUTES 23 SECONDS WEST 14.02 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 87 DEGREES 11 MINUTES 23 SECONDS WEST 14.02 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AND CONTAINING 1.387 ACRES, MORE OR LESS.

5. Legal Description of the land on which the leased premises is located:

2. Lessee:	3. Date of Lease:	4. Term:	5. Legal Description of the land on which the leased premises is located:
WOLF SHOE CO.	2/7/85	5 years	107664 under Agreement dated February 20, 1984 and known as Trust No. La Salle National Bank, not individually but solely as Trustee
TRAK AUTO EAST CORPORATION	4/16/85	5 years	
VOLPME SHOE CORPORATION	3/26/85	10 years	

(Here set forth the following information for each lease and, to the extent appropriate, each modification thereof: name of lessor, name of lessee, date, office and book and page of recording, length of term, address or other identification of leased premises.)

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RETURN TO:

JOSEPH J. FREED AND
ASSOCIATES, INC.

304 EAST RAND ROAD
ARLINGTON HEIGHTS, ILL.
60004

ATTN: SCOTT STEARFIELD

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