

BOX 333 - HV
PREPARED BY AND FOR
DAVID H. ADDIS
100 W. MONROE #1310
CHICAGO IL 60603

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ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASE

This Assignment is made this 9th day of October, 1985 between 216-218 N. Jefferson Partners, an Illinois limited partnership ("Beneficiary"), Harris Trust and Savings Bank as Trustee ("Trustee") pursuant to a trust agreement dated June 20, 1985 and known as its Trust No. ^{and not individually} 43251 (Beneficiary and Trustee hereafter sometimes collectively called "Assignor"), and LaSalle National Bank, ("Assignee").

RECITALS

Beneficiary is the holder and owner of 100% of the beneficial interest of the aforescribed trust. Trustee holds the fee simple estate in and to the real estate ("Property") described in Exhibit A attached hereto and made a part hereof, and, as borrower, has concurrently herewith executed instruments entitled Construction Loan Agreement ("Loan Agreement"), Principal Note ("Note") in the principal amount of \$3,225,000, Real Estate Mortgage and Assignment of Rents ("Mortgage"), and other Loan Papers to Assignee as lender. The Mortgage is intended to be recorded forthwith in the Office of the Recorder of Deeds of Cook County, Illinois. The terms of the Mortgage are incorporated herein by this reference.

Obligations Secured

NOW, THEREFORE, for the purpose of securing:

1. Payment of the indebtedness evidenced by the Note, secured by the Mortgage and performance of the obligations of Borrower therein as set forth in the Loan Agreement and other Loan Papers;
2. Payment of all advances and other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or of the Note, Mortgage, Loan Agreement and Loan Papers, or any sums secured by said instruments; and
3. Performance and discharge of each and every obligation, covenant and agreement of Assignor herein or arising from the Note, Mortgage, Loan Agreement and Loan Papers.

Assignment Clause

Assignor, intending to be legally bound and in consideration of the making of the loan evidenced by the Note, does hereby sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all rents, issues and profits of the Property, including but not limited to all right, title and interest of Assignor, in and to all leases of all or portions of the Property, and any leases which may be hereafter entered into for all or

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any portion of the Property ("Leases"), and any and all extensions and re-
newals thereof, and including any security deposits or interests therein now
or hereafter held by Assignor, specifically including but not limited to:

(a) A lease dated OCTOBER 9, 1985 wherein Assignor is
Lessor, and Stepan Partners, an Illinois limited partnership is Lessee, for a
term commencing December 31, 1986 and ending December 31, 1999, for premises
described as the full fourth floor and either the full third or full second
floor of the North Building.

A lease to be entered into approximately contemporaneously herewith
wherein Assignor is Lessor; and James H. Lowry & Associates, an Illinois
corporation is Lessee, for a term commencing June 1, 1986 and ending May
31, 1991, for premises described as the full second floor of the North
Building.

Representation

Assignor represents that (i) it has made no prior assignment or pledge of
the rents assigned hereby or of the Assignor's interest in any of the Leases,
other than in connection with the purchase money mortgage currently encumber-
ing the Property; (ii) to the best of Assignor's knowledge no default exists
in any of the Leases; (iii) to the best of Assignor's knowledge none of the
Leases have been modified; and (iv) no prepayment of any installment of rent
for more than two (2) months due under any of the Leases has been received by
Assignor.

Negative Covenants of Assignor

Assignor will not, without Assignee's prior written consent, (i) execute
an assignment or pledge of the rents from the Property or any part thereof, or
of the Assignor's interest in any of the Leases, unless such assignment shall
provide that it is subordinate to this Assignment and the assignment contained
in the Mortgage; (ii) terminate or consent to the cancellation or surrender of
any of the Leases, except in the ordinary course of business; (iii) modify,
extend or otherwise alter the terms of any of the Leases; (iv) accept prepay-
ments of any installments of rents to become due under any of the Leases; (v)
execute any lease of all or a substantial portion of the Property except for
actual occupancy by the Lessee thereunder; or (vi) in any manner impair the
value of the Property or the security of the Loan Agreement or this Assign-
ment.

Affirmative Covenants of Assignor

Assignor at its sole cost and expense will (i) at all times promptly and
faithfully abide by, discharge or perform all of the covenants, conditions and

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agreements contained in the Leases; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the Lessees to be kept and performed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor, as Lessor, and of the Lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear, except any such proceedings caused by the acts or negligence of Assignee; (iv) transfer and assign to Assignee any and all Leases subsequently entered into, upon the same or substantially the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments required to effectuate said assignment; (v) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all Lessees of the Property or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; (vi) exercise within five (5) days of the demand therefor by Assignee any right to request from the Lessee under any of the Leases a certificate with respect to the status thereof; (vii) furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any Lessee of the Property or any part thereof; and (viii) pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the default rate provided in the Note.

Agreement of Assignor

(a) Should Assignor fail to make any payment for a period of ten (10) days, or to do any act as herein provided for fifteen (15) days after notice, then Assignee, but without obligation so to do, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as 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 Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of the Assignor in the Leases contained, and in exercising any such powers to incur and pay necessary costs and expenses, including reasonable attorneys' fees, all at the expense of Assignor.

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(b) 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 Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases; except any such claims or demands resulting from the acts or actions of the Assignee. Should Assignee incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor with interest at the default rate provided in the Note immediately upon demand.

(c) Nothing herein contained shall be construed as constituting Assignee a "Mortgagee in possession" in the absence of the taking of actual possession of the Property by Assignee, pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

(d) A demand on any Lessee by Assignee for the payment of the rent on any default claimed by Assignee shall be sufficient warrant to the Lessee to make future payment of rents to Assignee without the necessity for further consent by Assignor.

(e) Assignor does further specifically authorize and instruct each and every present and future Lessee of the whole or any part of the Property to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from Assignee to pay the same, and Assignor hereby waives the right, claim or demand it may now or hereafter have against any such Lessee by reason of such payment of rental to Assignee or compliance with other requirements of Assignee pursuant to this Assignment.

Default

Upon, or at any time after default remaining uncured following the service of required notices and the expiration of the time permitted for cure under the provisions of the Loan Agreement, Note, Mortgage or other Loan

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Papers, Assignee may, without further notice, 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 the Property or any part thereof; and do any acts which Assignee deems proper to protect the security hereof; and, either with or without taking possession of said Property, in the name of Assignor or in its own name sue for or otherwise collect and receive such rents, issues, profits and advances, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including, but not being limited to, reasonable attorneys' fees, management fees and broker's commissions, upon any indebtedness secured hereby, and in such order as Assignee may determine. Assignee reserves, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted, and shall not be accountable for more monies than it actually receives from the Property. The entering upon and taking possession of said Property or the collection of such rents, issues, profits and advances, and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Agreement, the Note or Loan Papers, and Assignee may continue to so possess and collect even after any such default has been cured. Assignor agrees that it will facilitate in all reasonable ways Assignee's collection of said rents, and will, upon request by Assignee, promptly execute a written notice to each Lessee directing the Lessee to pay rent to Assignee.

Assignee's Right to Exercise Remedies

No remedy conferred upon or reserved to Assignee herein or in the Loan Agreement, the Note or the Loan Papers, or in any other agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy, and all representations herein and in the Note and Loan Agreement, or the Loan Papers contained shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder and thereunder or now or hereafter existing at law or in equity or by statute. The remedies may be pursued singly, successively or together against the Assignor and/or the Property at the sole discretion of Assignee. No delay or omission of Assignee to exercise any right or power accruing upon any default shall impair any such right or power, or shall be construed to be a waiver of any such default or any acquiescence therein, and every power and remedy given by this Assignment to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee.

Defeasance

As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in the Note, Loan Agreement or Loan Papers, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues, profits and advances from the Property and to retain, use and enjoy the same. Upon the payment in full of all indebtedness secured hereby and the compliance with all obligations, covenants and agreements herein and in the Note and Loan Agreement or Loan Papers, this Assignment shall become and be void and of no effect, but the affidavit of any officer of Assignee showing any part of said indebtedness remaining unpaid or showing non-compliance with any such terms or conditions shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.

Miscellaneous

This Assignment may not be modified, amended, discharged or waived orally, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought. The covenants of this Assignment shall bind the Assignor, the successors and assigns of Assignor, all present and subsequent encumbrances, Lessees and Sublessees of the Property or any part thereof, and shall inure to the benefit of Assignee, its successors and assigns. As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several. The article headings in this instrument are used for convenience in finding the subject matters, and are not to be taken as part of this instrument, or to be used in determining the intent of the parties or otherwise in interpreting this instrument. In the event any one or more of the provisions contained in this Assignment or in the Note, or in the Loan Agreement or Loan Papers shall, for any reason, be held to be invalid, illegal or unenforceable in any respect such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Property is located.

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Exemption provision restricting
of Harris Trust and
Savings Bank, affixed hereto, is
heretofore expressly made a part hereof.

Trustee acknowledges the authority of Beneficiary to execute leases, in so doing binding the fee simple estate of the property, and ratifies any such leases Beneficiary may heretofore have entered into.

IN WITNESS WHEREOF, 216-218 N. Jefferson Partners, an Illinois limited partnership, and Harris Trust and Savings Bank, Trustee as aforesaid, have caused these presents to be signed the day and year first above written.

Harris Trust and Savings Bank
as Trustee under Trust Agree-
ment dated June 20, 1985 and
known as its Trust No. 432514
and not individually

216-218 N. Jefferson Partners
By Its General Partner
216-218 N. Jefferson Associates
By Its General Partner
SA, Inc., a Nevada corporation

BY: [Signature]
ITS VICE PRESIDENT

BY: [Signature]
Vice President

ATTEST: [Signature] 6008 COUNTY ILLINOIS
Assistant Secretary ILLINOIS RECORD

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form hereof are to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

Property of County of Cook, Illinois
Recorder's Office

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EXHIBIT B

LEGAL DESCRIPTION:

PARCEL 1:

All that part of Lots 1 and 4 lying East of a line (hereinafter called Division Line) beginning at a point on the North line of said Lot 1 which is 49.65 feet East of North West corner thereof thence running South along the East face of a brick wall to a point on the South line of Lot 4 which is 50.18 feet East of the South West Corner thereof in Block 25 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 over the South 17 1/2 feet of that part of Lot 4 lying West of a line (hereinafter called Division Line) beginning at a point on the North line of said Lot 1 which is 49.65 feet East of North West Corner thereof, thence running South along the East face of a brick wall to a part on the South line of Lot 4 which is 50.18 feet East of the South West corner thereof in Block 25 in Original Town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian above for ingress and egress and through a passageway substantially as was existing at the time of and as granted in Deed from the Plains Safety Deposit Company to 230 North Jefferson St. Corporation dated January 15, 1942 and recorded April 7, 1942 as Document No. 12870107, all in Cook County, Illinois.

P. I. N.

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Common

ADDRESSES:

216-218 N.

JEFFERSON

CHICAGO

PL

STATE OF ILLINOIS
COUNTY OF DU PAGE

SS.

VIRGINIA ZACCONE

I, _____
a Notary Public, in and for said County, in the State aforesaid, Do Hereby Certify, that

HERMAN A. KOLE

Vice President of the Harris Trust and Savings Bank and

JAMES J. PERNER

Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of Oct A.D. 19 34

Virginia M. Zaccone
Notary Public

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