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RECORDED

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AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED AND RESTATED ASSIGNMENT, made as of the 18th day of July, 1985, by LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under Trust Agreement dated May 4, 1981 and known as Trust No. 10-38457-09 ("Assignor"), to UNIBANCTRUST COMPANY, an Illinois banking association ("Assignee");

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W I T N E S S E T H :

WHEREAS, an Assignment of Rents and Leases dated as of July 18, 1985 (the "Prior Assignment") by Wall-Able Partners, an Illinois limited partnership (the "Partnership"), and Assignor to Assignee was heretofore executed by Assignor, but not by the Partnership, and recorded in the Cook County, Illinois Clerk's office as Document No. 85110186 on July 19, 1985;

WHEREAS, the parties wish to amend and restate the Prior Assignment to reflect the fact that the Partnership is not a party thereto and to make certain other minor amendments thereto;

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree that the Prior Assignment is hereby amended and restated to read in its entirety as follows:

THIS ASSIGNMENT, made as of the 18th day of July, 1985, by LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under Trust Agreement dated May 4, 1981 and known as Trust No. 10-38457-09 ("Assignor"), to UNIBANCTRUST COMPANY, an Illinois banking association ("Assignee");

FOR VALUE RECEIVED, Assignor hereby grants, transfers and assigns unto Assignee all the right, title and interest of Assignor in, under or by virtue of all leases, subleases or rental agreements that may now be in effect, as well as any future or additional leases, subleases or rental agreements that may hereafter be entered into by or on behalf of Assignor for the lease and rental of all or any part of the property

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described in Exhibit A attached hereto and made a part hereof (the "Property"), together with all renewals or extensions thereof and together with all rents, income and profits arising therefrom.

IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. That this Assignment is given for the purpose of securing:

A. Payment of the indebtedness evidenced by that certain Secured Term Promissory Note of even date herewith in the principal sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00) made by Assignor and payable to the order of Assignee (said instrument, and any instruments accepted in substitution or exchange therefor, as any of the foregoing may from time to time be amended, modified or supplemented, being herein called the "Note") and secured by, among other things, a Mortgage and Security Agreement dated as of even date herewith executed by Assignor and covering the Property (said document, as the same may from time to time be amended, modified or supplemented, being herein called the "Mortgage"), this Assignment and a Security Assignment of Beneficial Interest in Land Trust of even date herewith executed by the Partnership (said document, as the same may from time to time be amended, modified or supplemented, being herein called the "Security ABI");

B. Payment of all other sums with interest thereon, as provided in the Note and Mortgage becoming due and payable to Assignee under the provisions of any of this Assignment, the Mortgage, the Note or any other documents securing or relating to the indebtedness evidenced by the Note; and

C. Performance and discharge of each and every obligation, covenant and agreement of Assignor and/or the Partnership under the Note, the Mortgage, this Assignment, the Security ABI and any other documents securing the indebtedness evidenced by the Note.

2. That to protect the security of this Assignment, Assignor warrants and agrees:

A. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the leases by landlord to be performed; at the sole cost and expense of Assignor, to, in accordance with sound and prudent business practice, enforce or secure the performance of each and every obligation, covenant, condition and agreement of the leases by the tenants of the leases to be performed; not to waive, excuse, condone or in any manner release or discharge any of

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the tenants under the leases of or from the obligations, covenants, conditions and agreements by said tenants to be performed (including the obligation to pay the rental or other charges called for thereunder in the manner and at the place and time specified therein) except in accordance with sound and prudent business practice, and Assignor by these presents expressly releases, relinquishes and surrenders unto Assignee all of its rights, power and authority to amend, modify or alter in any material way the terms or provisions of the leases and to release or discharge any tenant from the obligations, covenants and agreements of said tenants (except in the ordinary course of business in a manner consistent with the provisions of Section 1.10 of the Mortgage), and any attempt on the part of Assignor to exercise any such rights without the written authority and consent of Assignee thereto being first had and obtained shall constitute a breach of the terms hereof, entitling Assignee to declare all sums secured hereby immediately due and payable.

B. 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 leases or the obligations, duties or liabilities of landlord and tenants or other parties thereunder, and to pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any action or proceeding in which Assignee may appear on account thereof.

C. To execute and deliver such other and further assignments of said leases or rental agreements as the Assignee may reasonably require.

D. Should the Assignor fail to make any payment or to do any act as herein provided, then Assignee may, but without obligation so to do and without releasing Assignor from any obligation hereof, 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 Assignor in the leases contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

E. To pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the Default Rate provided for in the Mortgage.

F. That Assignor has not made a prior assignment of its interest in the leases hereby assigned.

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3. That upon or at any time after (i) an Event of Default shall occur under the Note or the Mortgage or (ii) a default by Assignor in the performance of any obligation, covenant or agreement herein contained or (iii) a default by Assignor or the Partnership in the performance of any obligation, covenant or agreement contained in any other document evidencing or securing the indebtedness evidenced by the Note and such default shall continue for the period of time, if any, provided for curing defaults in such document (each of the foregoing being deemed an Event of Default hereunder), Assignee may declare all sums secured hereby immediately due and payable and may, at its option, without notice, irrespective of whether a notice of default under said Mortgage or other document has been delivered to Assignor or the Partnership thereunder, and without regard to 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 the Property, or any part thereof, and may make, cancel, enforce or modify any of the leases; obtain and evict tenants, and fix or modify rents, and do any acts which Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name, sue or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Assignee may determine. The entering upon and taking possession of the Property, the collection of such rents, issues, charges 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 other document or invalidate any act done pursuant to such notice. Notwithstanding the foregoing, Assignee will not be required to take possession of the property in order to exercise its rights hereunder.

Any Event of Default hereunder shall constitute and be deemed to be an Event of Default under the terms of the Mortgage and the Security ABI entitling Assignee to every and all rights and remedies herein and therein contained, including specifically the right to elect to sell the Property, or to foreclose the Mortgage as provided by law, or to demand and receive all rents received by Assignor subsequent to such default.

It is understood and agreed that prior to the occurrence of an Event of Default by Assignor or the Partnership under the terms of the Mortgage, this Assignment, the Security ABI or the Note, or prior to a default under any other document or instrument securing the Note and the expiration of any

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applicable grace period, Assignor shall be entitled to collect rents and other amounts payable under the leases assigned herein subject, however, to the terms of the Mortgage.

4. That 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 hereby does 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 alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the leases. 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 claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and shall bear interest at the default rate under the Note and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, Assignee may declare all sums secured hereby immediately due and payable.

5. That until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to use its best efforts and due diligence to keep the Property leased at a good and sufficient rental and not to enter into any leases except in accordance with the terms and provisions of the Mortgage, and, at Assignee's request, to further transfer and assign to Assignee any and all subsequent leases upon all or any part of the Property upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to Assignee, upon demand, any and all instruments that may be necessary therefor (it being understood that the foregoing does not limit the effect of this Assignment as a present assignment of all such subsequent leases).

6. That upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

7. That the acquisition by and of any tenant in any manner whatsoever of the fee simple title to any portion of the Property shall not cause, or operate as, a merger of the leasehold estate or the demised term with the fee simple title.

8. That this Assignment applies to, inures to the benefit of and binds all parties hereto, their successors and assigns. In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter and the singular number includes the plural, and conversely.

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9. All notices, demands and requests given or required to be given by either party hereto to the other party shall be in writing. All such notices, demands and requests by the Assignee to the Assignor shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the Assignor at:

LaSalle National Bank
Trustee under Trust No. 10-38457-09
135 South LaSalle Street
Chicago, Illinois 60690

and

Well-Able Partners
1900 North Clybourn Avenue
Chicago, Illinois 60614
Attention: Henry J. Underwood

or to such other address as the Assignor may from time to time designate by written notice to the Assignee given as herein required. All notices, demands and requests by the Assignor to the Assignee shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, return receipt requested, addressed to the Assignee at:

UnibancTrust Company
Sears Tower
Chicago, Illinois 60606
Attention: Division Head -
Commercial Banking Division

or to such other address as the Assignee may from time to time designate by written notice to the Assignor given as herein required.

Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two (2) days after the time such notice, demand or request shall be deposited in the mails.

10. That Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by

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Assignee of its rights and remedies hereunder or under any other documents or instruments given as security for the indebtedness evidenced by the Note, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee to collect said indebtedness and to enforce any other security therefor owned by it and any such rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

11. That the term "lease" or "leases" as used herein shall be deemed to include all leases and subleases, written or oral, now existing or hereafter entered into and all agreements or licenses for use or occupancy of any portion of the Property; any and all extensions and renewals of said leases, subleases, agreements and licenses; and any and all further leases, subleases, agreements or licenses, including sub-subleases thereunder, upon or covering use or occupancy of all or any part of the Property.

12. That this Agreement is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust No. 10-38457-09 as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and such Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by Assignee and by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on Assignor to pay the Note or any interest that may accrue thereon, or any other indebtedness accruing hereunder or under the Mortgage or to perform any warranties, indemnities, undertakings, agreements or covenants, either express or implied, herein contained, all such liability, if any, being expressly waived, and that so far as Assignor is personally concerned (excluding, specifically, any liability or obligation of the Partnership, any partner of the Partnership or any other beneficial owner of the Property), the legal holder or holders of the Note and the owner or owners of any indebtedness accruing hereunder shall look to the Property conveyed by the Mortgage for the payment thereof by the enforcement of the lien created by the Mortgage in the manner therein and in the Note provided and to any other security given for the indebtedness evidenced by the Note.

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IN WITNESS WHEREOF, the undersigned has caused the foregoing instrument to be executed as of the day and year first above written.

LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under Trust No. 10-38457-09, as aforesaid

By: *[Signature]*

Attest: *[Signature]*

Its: Assistant

CONSENTED AND AGREED TO:

UNIBANCTRUST COMPANY

By: *Mary Pat Kerigan*

Its: Vice President

Attest: *[Signature]*

Its: Commercial Law Officer

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Joseph W. Lewis and James A. [unclear], as [unclear] and [unclear] of LASALLE NATIONAL BANK, as Trustee under Trust No. 10-38457-09 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 24th day of September, 1985.

Kathy Paiana

NOTARY PUBLIC

My Commission Expires: 6-11-88

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Marshall Lewis and William [unclear], as President and Commercial Bank Officer of UNIBANCTRUST COMPANY, an Illinois banking association, 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 the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3 day of October, 1985.

Ken [unclear]

NOTARY PUBLIC

My Commission Expires Oct. 17, 1988

My Commission Expires: _____

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THIS INSTRUMENT WAS PREPARED BY AND,
AFTER RECORDATION, SHOULD BE RETURNED TO:

Ross Miller
Greenberger and Kaufmann
250 S. Wacker Drive - PH
Chicago, Illinois 60606
(312) 876-2276

P.T.N. 14-32-418-002
14-32-420-001
14-32-420-003
14-32-420-004

JOS.

Address of Property:

1800 N. Clybourn Avenue
Chicago, Illinois 60614

BOX 333.TH

Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL 1:

LOTS 1 TO 6 AND 21 TO 26, ALL INCLUSIVE, IN BLOCK 6 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, SITUATED IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

LOTS 4, 5, 6, 7, 8, 9 AND THAT PART OF LOT 3 LYING NORTH AND NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE WEST LINE OF SHEFFIELD AVENUE, 244.47 FEET SOUTH OF THE INTERSECTION OF SAID WEST LINE OF SHEFFIELD AVENUE WITH THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE AND RUNNING THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF SHEFFIELD AVENUE; 81.58 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 164.47 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WILLOW STREET AS NOW OCCUPIED; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE 91.71 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF MARCEY STREET; ALL IN BLOCK 9 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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*Unibanc Trust Company
Box 124*

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