UNOFFICIAL COPY

COOK COUNTY, ILLENOIS 263 7465 2 6 3 7 1 6 85263716 1505 NOV -1 AM 10: 23 70 10997 ASSIGNMENT OF RENTS AND LEASES DOOP TO from Majestic Screw-Bolt Co. to Illinois Development Finance Authority Dated as of october 1, 1985 Development rights of the Illinois Finance hereunder have been assigned to Michigan Avenue National Bank of Chicago pursuant to an Assignment and Security Agreement dated as of October 1, 1985. This instrument was Property Haddes
2160N Halland
Chicago X, prepared by, and after recordation return co: James D. Stallmeyer Chapman and Cutler 111 West Monroe Street Chicago, Illinois 60603 P. J. Numbers 14-31-212-006 BOX 333 - HV 14-71-212-011

21163777

Property of County Clerk's Office

THIS ASSIGNMENT OF RENTS AND LEASES made and entered into as of October 1, 1985 ("Rent Assignment"), by and between Illinois Development Finance Authority, as Issuer under a Bond Purchase Agreement dated October 1, 1985, and Majestic Screw-Bolt Co., a corporation organized and existing under the laws of the State of Illinois (the "Borrower");

### WITNESSETH:

WHEREAS, the Illinois Development Finance Authority (the "Iss"e)") intends to issue its Industrial Development Revenue Bond [Majestic Screw-Bolt Co. Project) Series 1985, in the principal amount of \$900,000 (the "Bond"); and

WHEREAS, the Bond is to be issued under and pursuant to a Bond Purchase Agreement dated as of October 1, 1985 (the "Bond Purchase Agreement") among the Issuer, Majestic Screw-Bolt Co., an Illinois corporation and the Michigan Avenue National Bank of Chicago, and a Resolution adopted by the City Council of the Issuer (the "Bond Resolution"); and

WHEREAS, the proceeds derived from the issuance of the Bond are to be used to reimburse the Borrower for amounts spent on the acquisition and rehabilitation of the hereinafter described Project and to provide funds for a portion of the cost of financing the acquisition of a parcel of real estate, the acquisition and rehabilitation of an existing building located thereon, and the acquisition of new equipment therefor (the "Project") to be located on the real estate described in Exhibit A attached hereto and owned by the Borrower (the "Project Site"), under the terms of a Loan Agreement dated as of October 1, 1985 (the "Loan Agreement") between the Issuer and the Borrower; and

WHEREAS, as a result of the benefits that will accrue to the Borrower as a result of the issuance of the Bond, the Borrower is desirous that Issuer issue the Bond and apply the proceeds as aforesaid and is willing to enter into this Rent Assignment in order to induce the Bank to purchase the Bond.

NOW, THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Borrower does hereby, subject to the terms hereof, covenant and agree with Issuer as follows:

263 (16

Property of Cook County Clerk's Office

### ARTICLE I

### COLLATERAL ASSIGNMENT OF RENTS AND LEASES; COVENANTS AND AGREEMENTS

SECTION 1.1. As security for the prompt and full performance by the Borrower of all of its obligations under the Loan Agreement, the Note issued thereunder and the Bond Purchase Agreement, and as further security for the prompt and full payment of the principal of and interest on the Bond, the Borrower does hereby assign, set over and transfer unto the Issuer, all of its right, title and interest as lessor in leases now existing or hereafter made affecting the Project Site or any part thereof, as said leases may have been, or may from time to time be hereafter modified, extended and renewed, with all rents, income and profits due and becoming due therefrom; subject, however, to the provisions of subsection 1.3 hereof. The legal description of the Project Site is attached hereto as Exhibit A for purposes of recordation of this Rent Assignment.

SECTION 1.2. The Borrower agrees that the Issuer, by virtue of the assignment herety made, shall have the right, after the occurrence and during the continuance of an event of default described in Section 1.4 hereof to enter and take possession of the Project Site and to manage and operate the same, to let and re-let the Project Site or any part thereof, and serve notices and bring suits on behalf of the Ecrower in any instance in which a tenant of the Project Site becomes delinquent in the payment of rentals or for any other just cause, and to perform such other acts in connection with the management and operation of the Project Site as the Issuer, in its discretion, may deem proper, and the Bank shall not be liable to the Borrower for any vacancy of the property.

SECTION 1.3. The Issuer agrees, any other provision of this Article II to the contrary notwithstanding, that until the occurrence of an event of default described in Section 2 5 hereof, the Borrower shall be entitled to collect rentals directly from any Lessees of the Project Site; provided, however, that in any event no rent more than two months in advance (other than an initial security deposit of six months rent) shall be collected or accepted by the Borrower without the prior written consent of the Issuer. Exercise or failure to exercise the right to collect rentals by the Issuer pursuant to the assignment hereby made shall not affect the exercise of any other right or remedy of the Issuer.

SECTION 1.4. In the event of a default in the payment of principal of the Bond when and as the same shall become due, whether at the stated maturity thereof, by acceleration, call for

Property of County Clerk's Office

en en general de la companya de la c La companya de la co La companya de la co

redemption or otherwise, or in the event of a default in the payment of any interest on the Bond, or in the event of the occurrence of any event of default under the Loan Agreement or the Bond Purchase Agreement, the Issuer may proceed hereunder and the Issuer, in its sole discretion, shall have the right to proceed first under this Rent Assignment without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Issuer.

Notwithstanding the foregoing, the right of the Issuer to proceed hereunder in respect of a default herein described shall terminate without any action on the part of the Borrower or the Issuer upon the waiver, if any, of such default by the Issuer under the Loan Agreement or the Bond Purchase Agreement.

SECTION 1.5. The Borrower agrees to pay all costs, expenses and fees, including all reasonable attorneys' fees, which may be incurred by Issuer in enforcing or attempting to enforce this Rent Assignment, whether the same shall be enforced by suit or otherwise.

SECTION 1.6. The Issuer shall not be obligated to perform or discharge any obligations or duty to be performed or discharged by the Borrower inder any of said leases hereby assigned, and the Borrower hereby agrees to indemnify the Issuer for, and to save it harmless from any and all liability arising from any of said leases or from this fent Assignment, other than arising from the Issuer's own gross negligence or wilful misconduct, and this Rent Assignment shall not place responsibility for the control, care, management or repair or said premises upon the Issuer, or make the Issuer responsible or liable for any negligence in the management, coeration, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

SECTION 1.7. The Borrower will not terminate or agree to the termination of any lease affecting the Project Site or consent to any material amendment of any such lease, including any amendment which would decrease rentals payable thereunder or reduce the term thereof, without the prior written consent of the Issuer, which consent will not be unreasonably withheld.

### ARTICLE II

### MISCELLANEOUS

SECTION 2.1. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Rent Assignment or now or hereafter

85 263 716

Property of Cook County Clerk's Office

85263716

existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Rent Assignment, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any provision contained in this Rent Assignment should be breached by the Borrower and thereafter duly waived by the Issuer, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Rent Assignment shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the Issuer, except as provided in Section 1.4 hereof.

SECTION 2.2 This Rent Assignment may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

SECTION 2.3. The invalidity or unenforceability of any one or more phrases, sentences, clauses or sections in this Rent Assignment shall not affect the validity or enforceability of the remaining portions of this Rent Assignment, or any part thereof. This Rent Assignment shall be governed exclusively by the applicable laws of the State of Illinois.

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, the Borrower and the Issuer have caused this Rent Assignment to be executed all as of the date first above written.

MAJESTIC SCREW-BOLT CO.

(SEAL)

Attest:

heun Lunt Brennwald

By Its County Clarks Office

Property of County Clerk's Office

STATE OF ILLINOIS ) SS	
COUNTY OF COK	
The foregoing ins	trument was acknowledged before me
this 314 day of October	in Prente Brenned Secretary
of Majestic Screw-Bolt Co.	me Prente Bremwold Secretary "
of Majestic Screw-Boit Co.	V
70_	4: 0:
Q <sub>A</sub>	Shereen B. Powers Notary Public
4	adday rabito
My commission expires:	
NOTARY PUBLIC STATE OF ILLINOIS MY CONMISSION EXP. JUNE 5, 1989 ISSUED THRU ILL. NOTARY ASSOC.	
wina: assuc.	t County Clart's Offica
(Notarial Seal)	
	` <u></u>
	0,
	40
	7.0
	Visc.
	//
	-

The contract of the contract o

STATE OF ILLINOIS )  COUNTY OF COOL )	
The foregoing instrument was acknowledged before this 31st day of October, 1985, by Royald Bean Executive Divector of Illinois Development Finance Authority, behalf of the Authority.	т Оі
Shreen D. Fowers Notary Public	<del></del>
My commission expires:  NOTARY PUBLIC STATE OF ILLIHOIS  HY COMMISSION EXP. JUNE 5, 1989 ISSUED THRU ILL. NOTARY ASSOC.  (Notarial Seal)	
(Notarial Seal)	
To Control of the Con	

85 263 716

Property of Cook County Clerk's Office

SCHEDULE A

### PARCEL 1:

ALL THAT PART OF LOT 7 IN BLOCK 16 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE MAIN RIGHT OF WAY OF THE CHICAGO AND NORTH WESTERN RAILROAD COMPANY AND SOUTH OF WEBSTER AVENUE

PARCEL ?.

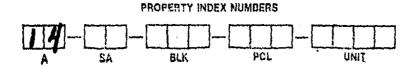
THAT PART OF LOT 6 IN BLOCK 16 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWIS'J > 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL HERIDIAN LYING WEST CT THE WEST LINE OF NORTH ASHLAND AVENUE AND EAST OF THE MAIN RIGHT OF WAY OF CHICAGO AND NORTH WESTERN RAILROAD COMPANY (EX THAT PART TAKEN FOR OPERING WEBSTER AVENUE)

### PARCEL 3:

THAT PART OF LOT 5 IN BLOCK 16 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 31, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EASTERLY OF THE RIGHT OF WAY OF CHICAGO AND NORTHWESTERN RAILWAY AND WEST OF THE WEST LINE OF NORTH ASHLAND AVENUE

### PARCEL 4:

EASEMENT CONTAINED IN THE CERTAIN DEED FROM JULIA A RAY TO CLARINA B. HANKS DATED SEPTEMBER 18, 1900 AND RECORDED OCTOBER 25. 1900 IN BOOK 7057, PAGE A82 AS DOCUMENT 3025427 TO BE USED IN COMMON AS A PRIVATE ROADWAY BY THE OWNERS OF LOTS 4 AND 5 IN BLOCK 16 AFORES ID IN AND TO THAT PORTION OF LOT 4 IN BLOCK 16 IN SHEFFIELDS ADDITION TO CHICAGO IN SAID SECTION 31 INCLUDED WITHIN A STRIP OF LAND 25 FEET WIDE LYING ON THE EASTERLY SIDE OF AND ADJOINING THE RIGHT OF WAY OF THE MAIN LINE OF RAILROAD OF CHICAGO AND NORTHWESTERN RAILWAY COMPANY AND EXTENDED FROM ELSTON AVENUE ON THE SOUTH TO THE NORTH LINE OF SAID LOT 4 ON THE NORTH, ALL IN COOK COUNTY, ILLINOIS.



85 263 716

Property of Country Clark's Office