

# UNOFFICIAL COPY

## AVONDALE PRIME PRODUCTS

### ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents is made by River Oaks Bank and Trust Company, Trust #1421 (hereinafter "Assignor"), dated 2/15/79, Title Holder, Wayne R. Parks (hereinafter "Assignor"), whose address is 843 W. 123rd, Calumet Park, IL 60643, in favor of Avondale Federal Savings Bank (hereinafter "Assignee"), whose address is 20 North Clark Street, Chicago, Illinois 60602.

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WITNESSETH:

For value received, Assignor does hereby assign to Assignee:

1. The "Identified Leases", if any, as shown in Schedule 1 hereof, any and all existing and future leases, including subleases thereof, and any and all extensions, renewals, and replacements thereof, upon all or any part of the premises described more particularly in Exhibit "A" (hereinafter the "Premises"). All the leases, subleases, and tenancies are hereinafter referred to as the "Leases"; and
2. Any and all guaranties of tenants' performance under the Leases; and
3. The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits (hereinafter the "rents"), now due or which may become due or to which Assignor may now or shall hereafter become entitled or which he may demand or claim, including those rents coming due during any redemption period, arising or issuing from or out of the Leases or from or out of the Premises or any part thereof, including but not limited to minimum rents, additional rents, percentage rents, deficiency rents, and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rents resulting from untowardly caused by destruction or damage to the Premises, together with any and all rights and claims of any kind that Assignor may have against any tenant under the Leases or any subtenants or occupants of the Premises, excepting therefrom any sums which by the express provisions of any of the Leases are payable directly to any governmental authority or to any other person, firm, or corporation other than the landlord under the Lease; and
4. Any and all security deposits relating to the Premises or the Leases.

To have and to hold the same unto the Assignee, its successors and assigns, until termination of the Assignment as hereinafter provided.

Subject, however, to a license hereby granted by Assignee to Assignor to collect and receive all of the rents; Provided, however, that this license is limited as hereinafter provided.

For the purpose of securing the payment of the indebtedness evidenced by a certain Promissory Note made by Assignor, payable to the order of Assignee in the amount of Two Hundred Forty Thousand and No/100 Dollars (\$ 240,000.00), dated 12-17-85, and presently held by Assignee, including any extensions, modifications, and renewals thereof and any supplemental note or notes increasing such indebtedness, as well as the payments, observance, performance, and discharge of all other obligations, covenants, conditions, and warranties contained in the Mortgage or Deed of Trust made by Assignor, dated 12-17-85, recorded in the Real Property Records of Cook County, County, on 19, as Document No. , and in any extensions, modifications, supplements, and other consolidations thereof, covering the Premises and securing the Note and supplemental notes, if any (collectively, the "Note" and "Deed of Trust").

In order to protect the security of the assignment, it is covenanted and agreed as follows:

1. Assignor's warranties concerning leases and rents. Assignor represents and warrants that:
  - a. It has good title to the Leases and rents hereby assigned and good right to assign them, and no other person, firm, or corporation has any right, title or interest therein;
  - b. Assignor has duly and punctually performed all the terms, covenants, conditions, and warranties of the Leases that were to be kept, observed, and performed by it;
  - c. The identified Leases, if any, and all other existing Leases are valid and unmodified and in full force and effect, except as indicated herein;
  - d. Assignor has not, except as noted in Schedule 2 hereof, previously sold, assigned, transferred, mortgaged, or pledged the rents from the Premises, whether they are due now or become due hereafter;
  - e. Any of the rents due and issuing from the Premises or from any part thereof for any period subsequent to the date hereof has not been collected, and payment thereof has not otherwise been anticipated, waived, released, discounted, set off, or compromised;
  - f. Assignor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued rents;
  - g. The tenants under the identified Leases, if any, and all other existing Leases are not in default of any of the terms thereof; and
  - h. Any part of the Premises occupied other than by virtue of a written lease is done so under an exclusively oral agreement which contains no option to purchase the Premises, is for a term not exceeding one (1) year, does not permit a sublet or assignment without Lessor's consent, and is at a rental and with a security deposit in amounts represented to Assignee in Assignor's application for the loan evidenced by the Note.
2. Assignor's covenants of performance. Assignor covenants and agrees to:
  - a. Observe, perform and discharge, duly and punctually, all the obligations, terms, covenants, conditions, and warranties of the Note and Deed of Trust, the identified Leases, and all existing and future Leases affecting the Premises that Assignor is to keep, observe, and perform, and give prompt notice to Assignee of any failure on the part of Assignor to observe, perform, and discharge same;
  - b. Give prompt notice to Assignee of any notice, demand, or other document received by Assignor from any tenant or subtenant under the Leases specifying any default claimed to have been made by the Assignor under the Leases;
  - c. Notify in writing each and every present or future tenant or occupant of the Premises or of any part thereof that any security deposit or other deposit heretofore delivered to Assignor has been retained by Assignor or assigned and delivered to Assignee, as the case may be;
  - d. Enforce or secure in the name of Assignee, upon notice to Assignee, the performance of each and every obligation, term, covenant, condition, and agreement in the Leases to be performed by any tenant, and notify Assignee of the occurrence of any default under the Leases;
  - e. Appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties, or liabilities of Assignor and any tenant thereunder, and upon request by Assignee, do so in the name and behalf of Assignee, but in all cases at the expense of Assignor;
  - f. Pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum and court costs, in any action or proceeding in which Assignee may appear in connection herewith; and
  - g. Neither create nor permit any lien, charge, or encumbrance upon its interests as lessor of the Leases, except for the lien of the Deed of Trust or as provided in the Deed of Trust.

1ST AMERICAN TITLE order # C8806

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24. Governing law. The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment.

IN WITNESS WHEREOF the parties hereto have executed this Assignment on this 17th day of December, 1985.  
SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF  
River Oaks Bank and Trust Company,  
Trust #1421 Dated 2-15-79

Title Holder \_\_\_\_\_ Assignor \_\_\_\_\_ Assignor Wayne R. Parks

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for said county and state, do hereby certify that \_\_\_\_\_ personally known to me to be the same person(s) whose name(s) \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed and delivered the said instrument as \_\_\_\_\_ (free and voluntary act) for the uses and purposes therein set forth.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.  
My Commission expires \_\_\_\_\_

This instrument prepared by:

Notary Public  
Marc J. Strauss  
20 N. Clark Street  
Chicago, IL 60602

ACCEPTED BY: AVONDALE FEDERAL SAVINGS BANK

Dorice Koros  
Asst. Secretary Dorice Koros

Joyce Brown  
Asst. Vice President Joyce Brown

## SCHEDULE 1

(List of Identified Leases that are the subject of this Assignment of Leases and Rents.)

SEE ATTACHED

## SCHEDULE 2

PRIOR ASSIGNMENTS

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9. **Appointment of attorney.** Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest of Assignor, to have in the same place, in said Deed of Trust, the Assignee can subordinate, at any time and from time to time, any Leases affecting the Premises or any part thereof to the lien of the hereinbefore-described Deed of Trust, any other deed encumbering the Premises, or any ground lease of the Premises, and request or require such subordination where such option or authority was reserved to Assignor under any such Leases, or in any case where Assignor otherwise would have the right, power, or privilege so to do. This appointment is to be irrevocable and continuing, and these rights, powers, and privileges shall be exclusive in Assignee, its successors, and assigns as long as any part of the indebtedness secured hereby shall remain unpaid. Assignor hereby warrants that it has not, at any time prior to the date hereof, exercised any right to subordinate any such Lease to the Deed of Trust or to any other deed of trust or ground lease, and further covenants not to exercise any such right.

10. **Indemnification.** Assignor hereby agrees to indemnify and hold Assignee harmless from any and all liability, loss, damage, or expense that Assignee may incur under, or by reason or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but not limited to, any claims by any tenants of credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage, or expense, the amount thereof, including reasonable attorneys' fees, with interest thereon at the rate charged from time to time under the Note shall be payable by Assignor immediately without demand, and shall be secured as a lien hereby and by said Deed of Trust.

11. **Records.** Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee, immediately after Notice, executed copies of any and all renewals of existing leases and all future leases upon all or any part of the Premises, and will transfer and assign such Leases upon the same terms and conditions as herein contained. Assignor hereby covenants and agrees to make, execute, and deliver to Assignee upon demand and at any time any and all assignments and other records and instruments, including, but not limited to, rent rolls and books of account sufficient for the purpose, that Assignee may deem to be advisable for carrying out the purposes and intent of this Assignment.

12. **No waiver.** The failure of Assignee to avail itself of any of the terms, covenants, and conditions of this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained or anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note and Deed of Trust or the laws of the state in which the said Premises are situated. The rights of Assignee to collect the said indebtedness, to enforce any other security therefore, or to enforce any other right or remedy hereunder may be exercised by Assignee either prior to, simultaneously with, or subsequent to, any other action taken hereunder or under the Deed of Trust and shall not be deemed an election of remedies.

13. **Primary security.** This Assignment of Leases and Rents is primary in nature to the obligation evidenced and secured by the Note, Deed of Trust, and any other document given to secure and collateralize the indebtedness. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; However, nothing herein contained shall prevent Assignee from suing on the Note, foreclosing the Deed of Trust, or exercising any other right under any other document collateralizing the Note.

14. **Merger.** The fact that the Leases or the leasehold estates created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises, the operation of the law, or any other event shall not merge any Leases or the leasehold estates created thereby with the fee estate in the Premises as long as any of the indebtedness secured hereby and by the Note and Deed of Trust shall remain unpaid, unless Assignee shall consent in writing to such merger.

15. **Termination of assignment.** Upon payment in full of all of the indebtedness secured by the Note and Deed of Trust and all sums payable hereunder, this Assignment shall be void and of no effect. No judgment or decree entered as to said indebtedness shall operate to abrogate or lessen the effect of this Assignment until the indebtedness has actually been paid. The affidavit, certificate, letter, or statement of any officer of Assignee showing that any part of said indebtedness has remained unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment. Any person, firm, or corporation may, and is hereby authorized to, rely on such affidavit, certificate, letter or statement. A demand by Assignee of any tenant for payment of rents by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of rents to Assignee without the necessity for further consent by, or notice to, Assignor.

16. **Notice.** All notices, demands, or documents of any kind that Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering them personally to Assignor, by leaving a copy addressed to Assignor at the address appearing hereinabove, or by depositing a copy in the United States mail, postage prepaid, first class mail, addressed to Assignor at the above address.

17. **Successors.** The terms, covenants, conditions, and warranties contained herein and the powers granted hereby shall run with the land and shall inure to the benefit of, and bind, all parties hereto and their respective heirs, successors, and assigns; all tenants and their subtenants and assigns, and all subsequent owners of the Premises and subsequent holders of the Note and Deed of Trust.

18. **Additional rights and remedies.** In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance of the agreements, covenants, terms and conditions contained herein, as well as the right to ordinary and punitive damages occasioned by any breach or default by Assignor.

19. **Location of performance.** Assignor expressly agrees that this Assignment is performable in Cook County, Illinois, waives the right to be sued elsewhere, and agrees and consents to the jurisdiction of any court of competent jurisdiction located in Cook County, Illinois.

20. **Severability.** If any provisions of this Assignment or the application thereof to any entity, person, or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons, or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

21. **Third party beneficiaries.** It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

22. **Entire agreement.** This document contains the entire agreement concerning the assignment of rents and leases between the parties hereto, expressly superseding any such provision contained in the Deed of Trust. No variations, modifications, or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party.

23. **Construction.** Whenever used herein and the context requires it, the singular number shall include the plural, the plural the singular, and any gender shall include all genders. All obligations of each Assignor hereunder shall be joint and several.

85333185



SCHEDULE OF LEASES 3 3 4 3 5

ADDRESS OF PROPERTY: 843 W. 123rd, Calumet Park, IL 60643

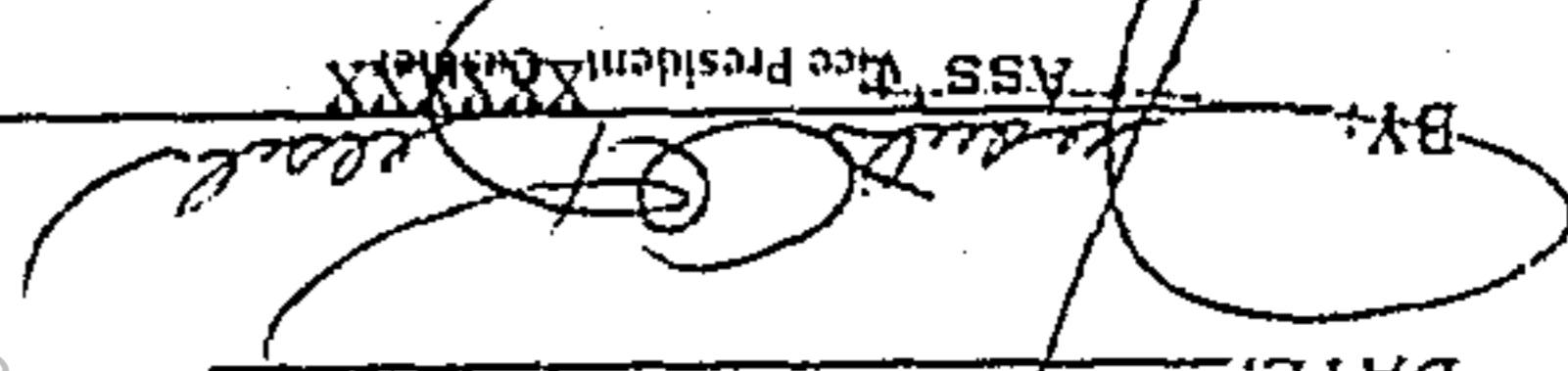
DATE OF LEASE	EXPIRATION DATE OF LEASE	PARTY (LESSEE)	APT. #
<u>5/1/85</u>			
"	<u>5/1/86</u>	Robinson	V-1
"	"	Ferro	V-2
"	"	D. Green	V-3
"	"	McGullem <i>NEVELS A</i>	V-4
"	"	Brown-Green	V-5
"	"	Hodson <i>BRADLEY A</i>	V-6
"	"	Norris	C-1
"	"	Hillard	C-2
"	"	Williams	C-3
"	"	Walker	C-4
"	"	McElroy	C-5
		Burke	C-6
		Manney-Scott	T-1
		McLain <i>HENDERSON R.</i>	T-2
		Akins	T-3
		Woods	T-4
		Adams	T-5
		Kosatka	T-6



Assignment of Leases and Rents

This is executed by RIVER OAKS BANK AND TRUST COMPANY, not personally, but as Trustee under Trust No. 1421, and 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, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the RIVER OAKS BANK AND TRUST COMPANY or for any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

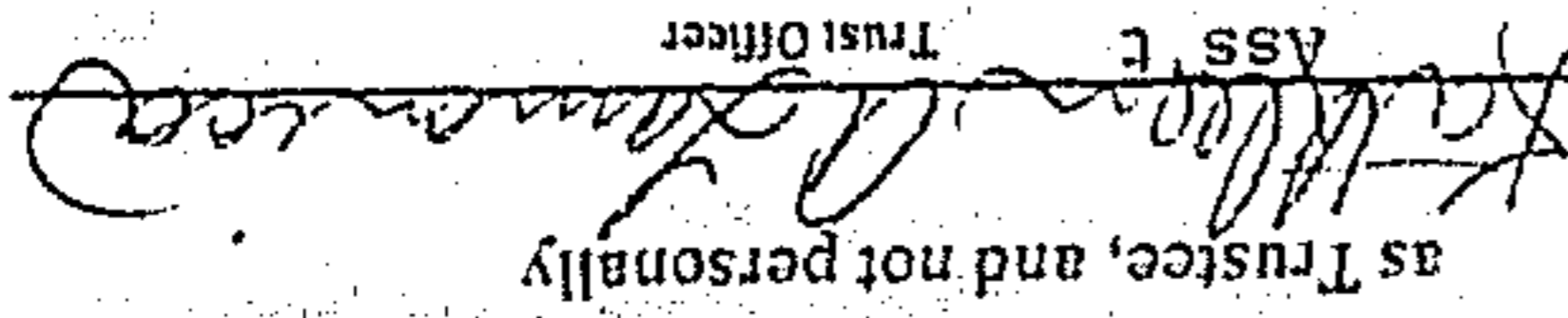
DATE: December 17, 1985

BY:    
 ASS. Vice President

CORPORATE SEAL

RIVER OAKS BANK AND TRUST COMPANY

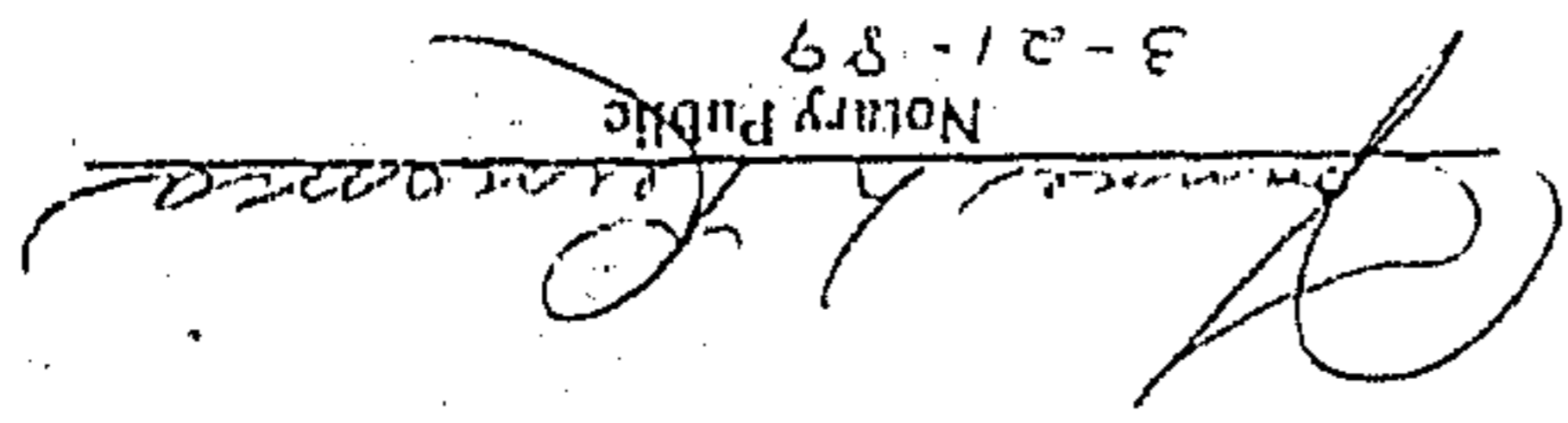
as Trustee, and not personally

ATTEST:    
 ASS. Trust Officer

STATE OF ILLINOIS  
 COUNTY OF COOK

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named ASS. Vice President - COOK and Trust Officer of said RIVER OAKS BANK AND TRUST COMPANY, 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 severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee aforesaid, for the uses and purposes therein set forth, GIVEN under my hand and Notarial Seal, this 17th day of December, A.D., 1985.

85333485

   
 Notary Public

5 8 4 1 3 5 0

3-21-89





\$16.00

MAIL

85-333485

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LOTS 3 TO 6 BOTH INCLUSIVE AND THE EAST 1/2 OF LOT 7 IN BLOCK 2 IN GRAY'S ADDITION TO WEST PULLMAN BEING A SUBDIVISION OF THE NORTH 15 ACRES OF THE NORTH 26 2/3 ACRES OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$16.40  
T#1444 TRAN 0342 12/20/85 15:55:00  
#0860 # D \* 85-333485

" EXHIBIT A "

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00-01-#

10/17

Property of Cook County Clerk's Office

10-10-10

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COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.1000 FAX: 312.603.1001  
WWW.COOKCOUNTYCLERK.COM

RECEIVED  
JAN 14 10 15 AM '10  
CLERK'S OFFICE

10-10-10