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escalator beginning in February, 1988.
\$1,250.00/mo

BYCZEK EQUIPMENT COMPANY

Sept. 1, 1985 20 years

DATE TERM LESSEE RENTAL

WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessee) under certain written leases of all or part of the mortgaged premises involving the above described real property; and specifically is the Lessor in the following described lease:

WHEREAS, under the terms of the aforesaid loan agreement, the aforesaid construction mortgage note may be replaced by a permanent mortgage note for TWO HUNDRED AND FIFTY THOUSAND (\$250,000) DOLLARS with a maturity of ten (10) years which permanent mortgage note will be secured similarly as the construction mortgage note; and

WHEREAS, Assignor has executed and delivered a mortgage (the "Mortgage") bearing the aforesaid date to secure said construction mortgage note on certain real estate in the County of Cook, State of Illinois, legally described as Exhibit "1" attached hereto, including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, BYCZEK EQUIPMENT COMPANY, an Illinois corporation, (the "Company"), to evidence and secure a loan indebtedness, has made and delivered to Assignee a construction mortgage note of even date herewith in the principal amount of FIVE HUNDRED THOUSAND (500,000) DOLLARS maturing on April 30, 1986, with interest as therein expressed, Assignor has, with others, entered into a loan agreement (the "Loan Agreement") of even date herewith with Assignee (the terms of which Loan Agreement are hereby incorporated herewith by reference);

W I T N E S S E T H:

This ASSIGNMENT, made this 1st day of November, 1985, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under a Trust Agreement dated August 2, 1984 and known as Trust 61845, Assignor, ("Assignor" to be construed as "Assignors" if the context so requires) to LAKE VIEW TRUST AND SAVINGS BANK, an Illinois banking corporation having its principal place of business at 3201 N. Ashland Avenue, Chicago, Illinois, as Assignee;

COLLATERAL ASSIGNMENT OF LEASE AND RENTS

RECORDED

RV

RETURN TO Box 257 85 335 209

70 25 137 D-2

85 335 209

70 25 137 D-2

1/60

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said Construction Mortgage Note, Permanent Mortgage Note, Mortgage, and the Loan Agreement, and any and all amendments, extensions, and renewals thereof, the above described lease and all other leases affecting the Mortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the term of this Assignment and all amendments, extensions, and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the Loan Agreement, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

Subject to and in accordance with the terms of the Loan Agreement, the Mortgage, and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the Loan Agreement, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assignee may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

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Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the mortgaged premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Loan Agreement, the Mortgage and this Assignment at any and all times hereafter, without notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the mortgaged premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage, claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the mortgaged premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Construction Mortgage Note, Permanent Mortgage Note, and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the mortgaged premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the mortgaged premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the mortgaged premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said mortgaged premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

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Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Construction Mortgage Note, the Permanent Mortgage Note, the Mortgage, or the Loan Agreement, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Construction Mortgage Note, the Permanent Mortgage Note, Mortgage, Loan Agreement, or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rents hereafter payable and all agreements and covenants hereafter to be performed by the Lessee shall be paid and performed by the

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void, otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Construction Mortgage Note, the Permanent Mortgage Note, the Mortgage, or the Loan Agreement, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Loan Agreement or the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

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STATE OF ILLINOIS)
)
COUNTY OF C O O K) SS

LORETTA M. SOVIETSK

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter H. Johnson ~~Second Vice President~~ President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and E. MICHAEL WIELAK, Secretary of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 acts, and as the free and voluntary act of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as custodian for the corporate seal of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 198____. DEC 11 1985

Loretta M. Sovietsk
Notary Public

My Commission expires:

MY COMMISSION EXPIRES JUNE 27, 1988 198_____.

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

1985 DEC 23 PM 2:03

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LEGAL DESCRIPTION

PARCEL 1:

LOT 36 (EXCEPT THE NORTH 33 FEET THEREOF AND EXCEPT THE EASTERLY 25 FEET MEASURED AT RIGHT ANGLES THEREOF) AND LOT 37 (EXCEPT THE WEST 194.06 FEET AND THE SOUTH 17 FEET TAKEN FOR DEVON AVENUE) IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL OF THAT PART OF THE EAST AND WEST 16 FOOT PUBLIC ALLEY LYING SOUTH OF LOT 36 AND NORTH OF LOT 37; LYING EAST OF THE WEST LINE OF AFORESAID LOT 36 EXTENDED SOUTH 8 FEET AND EAST OF THE EAST LINE OF THE WEST 194.06 FEET OF LOT 37 EXTENDED NORTH 8 FEET; LYING WEST OF THE EASTERLY LINE OF AFORESAID LOT 36 (BEING THE WESTERLY LINE OF PROESEL AVENUE) EXTENDED SOUTHWESTERLY TO THE NORTH EAST CORNER OF AFORESAID LOT 37; ALL IN JOHN PROESEL ESTATES PARTITION BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT-OF-WAY) IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX Nos.

- 10-35-327-006-0000 ✓
- 10-35-327-007-0000 ✓
- 10-35-327-008-0000 ✓
- 10-35-327-016-0000 ✓

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STREET ADDRESSES

SCHREIBER AND PROESEL AVE.
LINCOLNWOOD, ILLINOIS 60645

3924-26 W. DEVON AVE
LINCOLNWOOD ILLINOIS 60645

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