

3

# UNOFFICIAL COPY

8 5 3 4 3 7 1 1

85343711

0422015

Property of Cook County Clerk's Office

CITY OF CHICAGO, COOK COUNTY, ILLINOIS

And

HARRIS TRUST AND SAVINGS BANK

ASSIGNMENT AND AGREEMENT

Dated as of September 1, 1956

This instrument was prepared by:

Richard H. Goss, Esq.  
Charles L. Jarik, Esq.  
Chapman and Cutler  
111 West Monroe Street  
Chicago, Illinois 60603

85343711

# UNOFFICIAL COPY

8 5 3 4 3 7 1 1

## ASSIGNMENT AND AGREEMENT

THIS ASSIGNMENT AND AGREEMENT (the "Assignment") dated as of September 1, 1985, by and between the CITY OF CHICAGO, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the "Issuer"), and HARRIS TRUST AND SAVINGS BANK, Chicago, Illinois, a banking corporation duly organized and validly existing under the laws of the State of Illinois (the "Bank");

### WITNESSETH:

Section 1. The Issuer hereby assigns and pledges to the Bank, and its successors and assigns, as security for the due and punctual payment of the principal installments of, premium, if any, and interest on the Industrial Development Revenue Bond, Series 1985 (Berman Reicin Partnership Project) in the principal amount of \$500,000 (the "Bond"), issued by the Issuer pursuant to an ordinance duly adopted by the City Council of the Issuer on November 26, 1985 (the "Bond Ordinance"), all of its right, title and interest in and to, including without limitation its rights to payment of any and all amounts which may become due under, (a) the Loan Agreement (the "Agreement") dated as of September 1, 1985, by and between the Issuer and Berman Reicin Partnership, a general partnership duly organized and validly existing under the laws of the State of Illinois (the "Company"), except any payment made pursuant to Section 4.2(b) of the Agreement relating to the payment by the Company of reasonable and necessary expenses of the Issuer, Section 5.3 of the Agreement relating to indemnification of the Issuer by the Company, or Section 6.3 of the Agreement relating to the duty of the Company to reimburse the Issuer for attorneys' fees and expenses upon an "Event of Default" thereunder), which Agreement relates to the financing by the Issuer of a portion of the costs of the acquisition of land and an existing building located thereon and the construction of improvements thereto (the "Project"), all to be used by the Company and M. Putterman & Co., Inc., a Delaware corporation (the "Guarantor"), as a facility for the manufacture, storage and distribution of industrial fabric and to be located in the City of Chicago, Illinois, (b) the Promissory Note of the Company in the principal amount of \$500,000, delivered by the Company pursuant to the Agreement (the "Note"), (c) the Mortgage and Security Agreement dated as of September 1, 1985, by and between the Company and the Issuer (the "Mortgage"), including without limitation the lien on the premises described therein and in Exhibit A attached hereto and made a part hereof, (d) the Assignment of Rents dated as of September 1, 1985, from the Company to the Issuer (the "Assignment of Rents"), and (e) all other rights and remedies to enforce such payment of any amount due the Issuer by the Company under the Agreement, the Note, the Mortgage and the Assignment of Rents. The parties hereto acknowledge that all payments made by the Company under the Agreement (except as aforesaid) and on the Note shall be made to the Bank, as owner of the Bond, or any other owner of the Bond, on behalf of the Issuer for the payment of the principal installments of, premium, if any, and interest on the Bond, pursuant to the endorsement of the Note to the Bank by the Issuer, and the assignment and pledge hereby of the right, title and interest of the Issuer in and to the Agreement, the Note, the Mortgage and the Assignment of Rents, except as otherwise provided herein.

Section 2. The Bank acknowledges receipt of executed counterparts of the Agreement, the Mortgage and the Assignment of Rents and a certified copy of the Bond

053-43771

# UNOFFICIAL COPY

8 5 3 4 3 7 | 1

Ordinance, and agrees to hold and disburse all funds which it may receive pursuant to the Agreement, the Mortgage, the Assignment of Rents or the Bond Ordinance in accordance with the applicable provisions thereof. The Bank accepts its responsibilities with respect to the Construction Fund, as specified in Section 5 of the Bond Ordinance. Disbursements from the Construction Fund shall only be made in accordance with the applicable provisions of the Agreement, the Bond Ordinance and the Arbitrage Regulation Agreement dated as of the date of the delivery of the Bond, by and among the Issuer, the Company and the Bank (the "Arbitrage Regulation Agreement"). The Bank further agrees to perform such other duties and obligations as are specifically set forth herein and in (i) the Bond Ordinance, (ii) the Agreement, (iii) the Mortgage, (iv) the Assignment of Rents, (v) the Guaranty Agreement dated as of September 1, 1985, from the Guarantor to the Bank (the "Guaranty"), and (vi) the Arbitrage Regulation Agreement dated as of the date of the delivery of the Bond, by and among the Issuer, the Company and the Bank (the "Arbitrage Regulation Agreement"). In the performance of such duties and obligations, the Bank may rely and shall be protected in acting or refraining from acting on any instrument believed by the Bank to be genuine and to have been filed or presented by the proper party or parties. The Bank shall not be liable for any action taken or omitted to be taken by the Bank in good faith and believed by the Bank to be authorized hereby or by the Agreement, the Mortgage, the Assignment of Rents, the Guaranty, the Arbitrage Regulation Agreement or the Bond Ordinance, nor for any action taken or omitted to be taken by the Bank in accordance with the advice of its attorney.

Section 3. The parties hereto acknowledge that this Assignment is given for the purpose of securing the obligations of the Issuer referred to in Section 1 hereof.

Section 4. The Bank is hereby authorized and directed and agrees (a) to promptly apply amounts available from the payment of principal installments of (whether at maturity or upon acceleration or prepayment), premium, if any, and interest on the Note and under the Agreement and from moneys derived from and payments made pursuant to the Mortgage, the Assignment of Rents and the Guaranty to the payment of the principal installments of (whether at maturity or upon acceleration or redemption prior to maturity), premium, if any, and interest on the Bond in the manner contemplated by the Bond Ordinance, (b) to note on Schedule A attached to the Bond the amounts of principal installments of the Bond paid (whether at maturity or upon acceleration or redemption prior to maturity) and interest paid on the Bond, (c) to notify the Issuer and the Company of the Applicable Rate (as defined in the Bond) in effect from time to time, the Prime Rate (as defined in the Bond) in effect from time to time to the extent that the Applicable Rate is calculated on the basis of the Prime Rate, and the amount of interest estimated to be due on the Note and the Bond for each interest payment period at least five (5) Business Days (as defined in the Bond) prior to the applicable interest payment date, (d) to notify the Issuer at least annually of the payments of the principal installments of the Bond (whether at maturity or upon acceleration or redemption prior to maturity) made during such annual period, such notification to include a statement as to the balance of the principal installments of the Bond then remaining outstanding, (e) to act as Bond Registrar with respect to the Bond and to maintain the registration books of the Issuer with respect to the Bond, and (f) to perform such other duties and obligations as are specifically set forth herein and in the Bond Ordinance, the Agreement, the Mortgage, the Assignment of Rents, the Guaranty and the Arbitrage Regulation Agreement. Upon request by the Company or the Issuer, the Bond shall be available for inspection during regular banking hours by the Company or the Issuer at the principal office of the Bank in the City of Chicago, Illinois.

85343711

**Section 5.** The Issuer represents and warrants that the rights of the Issuer under the Agreement, the Note, the Mortgage and the Assignment of Rents assigned and pledged hereby are owned by the Issuer, free and clear of any lien, charge, mortgage, pledge, security interest or encumbrance.

**Section 6.** If an "Event of Default" under the Agreement shall occur and be continuing, the Bank, without obligation to resort to any other security, at its own expense or the expense of the Company, shall have the right at any time and from time to time, in its sole discretion, to enforce the rights and remedies specified in Article VI of the Agreement assigned and pledged hereunder, to enforce the rights and remedies under the Mortgage, the Assignment of Rents, the Guaranty and the Bond Ordinance, and to take any and all action which, in the judgment of the Bank, is necessary or appropriate to enforce the rights of the Issuer in respect of its interests in the moneys payable under the Agreement, the Note, the Mortgage, the Assignment of Rents and the Guaranty. Upon any such enforcement of rights under the Agreement, the Note, the Mortgage, the Assignment of Rents, the Guaranty or the Bond Ordinance, after deducting all costs and expenses of every kind of the Bank and the Issuer, including attorneys' fees, from the proceeds of any recovery, the Bank shall apply any residue to the payment of any liabilities of the Issuer on the Bond, all as provided in the Bond Ordinance. The balance, if any, remaining after payment in full of all of the liabilities of the Issuer on the Bond shall be paid to the Company pursuant to Section 9.5 of the Agreement.

**Section 7.** The remedies provided herein shall not be deemed exclusive, but shall be cumulative and shall be in addition to all other remedies existing at law or in equity or by statute.

**Section 8.** During the term of this Assignment, unless compliance shall have been waived in writing by the Bank, the Issuer agrees:

(a) It will deliver to the Bank copies of any documents delivered to the Company under the Agreement; and

(b) It will not consent to or agree to any modifications of the Bond Ordinance, the Agreement, the Mortgage or the Assignment of Rents, or waive any of the terms thereof, without the prior written consent of the Bank or any other owner of the Bond.

**Section 9.** Notwithstanding the foregoing provisions of this Assignment, the Bank understands and agrees that the obligations of the Issuer to pay the principal installments of, premium, if any, and interest on the Bond are special, limited obligations of the Issuer, payable solely and only out of the payments required under the Note and under Section 4.2(a) of the Agreement and out of certain other payments required by the Agreement (except as otherwise provided in the Bond Ordinance), and that the Bond and the obligation to pay interest and premium, if any, thereon do not constitute an indebtedness or a loan of credit of the Issuer, the State of Illinois or any political subdivision thereof, within the meaning of any constitutional or statutory provisions. The Bank further understands and agrees that no owner of the Bond shall have the right to compel the taxing powers, if any, of the Issuer, the State of Illinois or any political subdivision thereof to pay any principal installment of, premium, if any, or interest on the Bond.

85343711

# UNOFFICIAL COPY

8 5 3 4 3 7 1 1

**Section 10.** No delay on the part of the Bank in exercising any of its options, powers or rights, or any partial or single exercise thereof, shall constitute a waiver thereof.

**Section 11.** The Issuer agrees that it will from time to time at the reasonable request of the Bank, execute and deliver such instruments of further assurance with respect to the assignment, pledge and security interest provided for in this Assignment as the Bank may specify. The Issuer hereby agrees to execute and file or cause to be filed any financing statement under the Illinois Uniform Commercial Code or any other document the filing of which, in the judgment of the Bank, is necessary or desirable to establish and protect its security interest in such revenues and receipts and the right, title and interest of the Issuer in and to the Agreement, the Note, the Mortgage and the Assignment of Rents assigned and pledged to the Bank pursuant to the Agreement, the Bond Ordinance and this Assignment. Upon the payment in full of the principal installments of, premium, if any, and interest on the Bond, the Bank, or any other owner of the Bond, will surrender the Bond, cancel the Bond, deliver the cancelled Bond to the Issuer and deliver a copy of the cancelled Bond to the Company. Upon the termination of this Assignment, the Bank will execute and deliver to the Issuer all releases and other instruments reasonably requested by the Issuer or the Company for the purpose of evidencing the release and discharge of the liens and security interest evidenced by this Assignment.

**Section 12.** The Bank hereby covenants and agrees that, in the event the Bank shall transfer the Bond, it shall assign to any such transferee of the Bond all of its right, title and interest in and to this Assignment. The rights and obligations of the Bank under this Assignment shall inure to and be assumed by such transferee of the Bond.

**Section 13.** All notices, demands or other communications hereunder shall be in writing and shall be given and shall be deemed to have been given when the same are (i) deposited in the United States mail and sent by first class mail, postage prepaid, or (ii) delivered, in each case to the parties at the following addresses or at such other address as a party shall give by notice to the other parties: if to the Issuer, at City Hall, Chicago, Illinois 60602, Attention: City Clerk; if to the Bank, at P.O. Box 755, 111 West Monroe Street, Chicago, Illinois 60690, Attention: Midwest Banking Group, Re: M. Putterman & Co., Inc.; and if to the Company, at 4834 South Oakley Street, Chicago, Illinois 60609, Attention: General Partner. A duplicate copy of each notice, demand or other communication given hereunder by either the Issuer or the Bank to the other shall also be given to the Company.

**Section 14.** This Assignment, including the rights, duties and obligations of the Bank hereunder, shall be governed by and construed in accordance with the laws of the State of Illinois.

**Section 15.** If any provision of this Assignment shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions contained herein or render the same invalid, inoperative or unenforceable to any extent whatsoever.

**Section 16.** This Assignment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.



# UNOFFICIAL COPY

8 5 3 4 3 7 1 1

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Assignment to be executed in their respective names and the Issuer has caused this Assignment to be attested by its authorized officer and sealed, all as of the date first above written.

CITY OF CHICAGO, COOK COUNTY, ILLINOIS

By

*Ronald D. Tins*  
City Comptroller

(SEAL)

Attest:

*Walter H. [Signature]*  
City Clerk

HARRIS TRUST AND SAVINGS BANK

By

*Timothy M. Finerty*  
Vice President

Property of Cook County Clerk's Office

85343711

# UNOFFICIAL COPY

8 5 3 4 3 7 1 1

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK        )

I, Tavis G. Malhane, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ronald D. Picur, personally known to me to be the same person whose name is, as the City Comptroller of the CITY OF CHICAGO, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said unit of government and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26<sup>th</sup> day of Dec, 1985.

Tavis G. Malhane  
Notary Public in and for  
Cook County, Illinois

(SEAL)

My Commission expires: 3/27/88

Notary of Cook County Clerk's Office

85343711

UNOFFICIAL COPY

8 5 3 4 3 7 1 1

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Toni Dixon, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Walter S. Kozubowski, personally known to me to be the same person whose name is, as the City Clerk of the CITY OF CHICAGO, COOK COUNTY, ILLINOIS, a municipality and a home rule unit of government of the State of Illinois, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said unit of government and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27<sup>th</sup> day of Dec., 1985.

Toni Dixon  
Notary Public in and for  
Cook County, Illinois

(SEAL)

My Commission expires:

Oct. 1, 1988

NOTARY PUBLIC OF COOK COUNTY Clerk's Office

85343711



UNOFFICIAL COPY

85343711

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, JEAN M. SLADEK, a Notary Public in and for the said County in the State aforesaid, do hereby certify that TIMOTHY M. FINERTY personally known to me to be the same person whose name is, as a Vice President of HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he, being thereunto duly authorized, signed and delivered the said instrument as the free and voluntary act of said banking corporation and as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6th day of December, 1985.

Jean M. Sladek  
Notary Public in and for  
Cook County, Illinois

(SEAL)

My Commission expires: 2/1/88

Notary of Cook County Clerk's Office

85343711

85343711

# UNOFFICIAL COPY

8 5 3 4 3 7 1 1

## EXHIBIT A

### DESCRIPTION OF THE LAND

Lots 1 to 12 both inclusive and Lots 23 to 34 both inclusive and the East and West vacated alley adjoining said lots all in Bishop Boulevard Subdivision, being a subdivision of that part lying East of Western Avenue Boulevard of the South 1/2 of Block 17 in Stone and Whitney Subdivision of parts of Sections 6 and 7, Township 38 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded as Document 927313, in Cook County, Illinois.

4834 S Oakley  
Chgo

20-07-105-008  
9

DEPT-01 RECORDING \$19.40  
T#3333 TRAN 1050 12/30/85 14:25:00  
#2438 # C \*-85-343711

-85-343711

85343711

19  
[Handwritten signature]

Property of Cook County Clerk's Office