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## ASSIGNMENT OF RENTS AND LEASES

FOR VALUE RECEIVED, the undersigned, ESSANESS THEATRES CORPORATION, a Delaware Corporation ("Assignor"), hereby assigns, transfers and sets over to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (hereinafter called the "Assignee"), all interest of the undersigned in the existing leases (and extensions, modifications and renewals thereof) and all future leases (all such present and future leases together with all modifications, extensions and renewals thereof are collectively referred to herein as the "Leases"), demising and leasing all or portions of the premises legally described on Exhibit A attached hereto and made a part hereof ("Premises") together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee, and together with all rights against guarantors, if any, of the obligations of the lessees ("Lessees") under the Leases.

1. The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as the Assignor might have pursued but for this Assignment of Leases ("Assignment").

2. Assignor represents and warrants that as of the date hereof, the Leases are in full force and effect; that Assignor has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of any of the Lessees, or the Assignor, as Lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Leases contained; and Assignor knows of no condition which with the giving of notice or the passage of time or both would constitute a default on the part of any of the Lessees or Assignor; that no rent has been paid by any Lessee for more than one installment in advance (except by Essaness Theatres Corporation of Illinois), and that the payment of none of the rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor.

3. The Assignor agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder;

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(b) the Assignor shall, if requested by Assignee, furnish loss of rents insurance to the Assignee covering a period of twelve months, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Assignee;

(c) not to collect any of the rent, income and profits arising or accruing under any of the Leases in advance of the time when the same become due under the terms thereof, except as acknowledged above;

(d) not to discount any future accruing rents;

(e) not to execute any other assignments of any of the Leases or any interest therein or any of the rents thereunder;

(f) to perform all of Assignor's covenants and agreements as Lessor under the Leases and not to suffer or permit to occur any release of liability of any of the Lessees, or any right to the Lessees to withhold payment of rent;

(g) if so requested by the Assignee, to enforce the Leases and all remedies available to the Assignor against the Lessees, in case of default under any of the Leases by any of the Lessees;

(h) that none of the rights or remedies of the Assignee under the Mortgage (as hereinafter defined) shall be delayed or in any way prejudiced by this Assignment;

(i) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof until the indebtedness secured hereby is repaid in full; and

(j) not to request, consent to, agree to or accept a subordination of any of the Leases to any mortgage or other encumbrance now or hereafter affecting the Premises.

4. This Assignment is given as additional security for the payment of certain notes of Assignor dated November 21, 1986 (collectively, the "Notes") held by the Assignee, all sums due under that certain Line of Credit, Term Loan and Letter of Credit Agreement bearing even date herewith between Assignor and Assignee ("Loan Agreement") and all other sums secured by the mortgage (the "Mortgage") dated November 21, 1986 from

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Assignor to Assignee, as Mortgagee, conveying the Premises. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the Premises and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage, or in such other manner as may be provided for in the Mortgage. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

6. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under any of the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it 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. Should the Assignee incur any such liability, loss or damage under any of the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note, Loan Agreement or Mortgage and any

applicable grace period, if any, has expired, but upon the occurrence of any such default, the Assignee shall be entitled, upon notice to the Lessees, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessees to pay all such amounts to the Assignee without proof of the default relied upon. The Lessees are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Leases, or any of them, or for the performance of any of Lessees' undertakings under the Leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

8. Any amounts received by Assignor or its agents for performance or any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification, or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues, or profits from the Premises from and after the date of any default under the Loan Agreement or under any of the Loan Documents, which default shall not have been cured within the time periods, if any, expressly established therefor, shall be held by Assignor as Trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Assignee.

9. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.

10. This Assignment shall include any extensions, modifications and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions, modifications and renewals.

11. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee" and "Lessees" wherever used herein, shall include the persons named herein

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and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

12. The grace period and notice provisions of the Loan Agreement, if any, shall be applicable to any default hereunder.

13. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time of the Note.

Assignor has executed this Assignment as of the 21st day of November, 1986.

ASSIGNOR:

ESSANESS THEATRES CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_

Its Vice-President

ATTEST:

By: \_\_\_\_\_

Its Secretary

This instrument was prepared  
by and should be returned to:  
Gregory A. Thorpe  
Sonnenschein Carlin Nath  
& Rosenthal  
8000 Sears Tower  
Chicago, Illinois 60606

BOX 633-EV

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

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STATE OF ILLINOIS  
COUNTY OF COOK

1936 NOV 21 PM 2:23  
} SS:  
}

I, Josephine M. Stupeck, a Notary Public in and for the County and the State aforesaid, DO HEREBY CERTIFY that Robert & Persa, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as the Vice President, and Jules S. Cogan, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the Secretary, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of Essaness Theatres Corporation, for the uses and purposes therein set forth.

Given under my hand and \_\_\_\_\_ seal this 21st day of November, 1936.

Josephine M. Stupeck  
NOTARY PUBLIC

My commission expires July, 1937.

This document prepared by  
Gregory A. Thorpe  
SONNENSCHEN CARLIN NATH & ROSENTHAL  
8000 Sears Tower  
Chicago, Illinois 60606  
(312) 876-8000

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## EXHIBIT A

Lot 8 in Block 35 in Original Town of Chicago in the South East 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 17-09-437-006 *1.54 W. Randolph Chgo*  
*Q-A-C*

The East 1/2 of the South East 1/4 of Section 7, Township 35 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No. 31-07-401-001 *Ev 56 1/4*

Property of Cook County Clerk's Office

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