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COOK COUNTY, ILLINOIS
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**ASSIGNMENT OF RENTS AND OF
LESSOR'S INTEREST IN LEASES**

This Instrument was prepared by and when recorded return to:

Frederick M. Snow
Rooks, Pitts and Poust
55 West Monroe Street
Suite 1500
Chicago, IL 60603

BOX 333-CA

D1

\$17.00

This Assignment of Rents, made as of this 29th day of December, 1986, by American National Bank and Trust Company of Chicago, as Trustee under a trust agreement dated December 24, 1986 and known as Trust No. 100923-02 (the "Assignor").

WITNESSETH:

WHEREAS, Roger W. West ("Borrower") has executed a Loan and Security Agreement (hereinafter referred to as the "Loan Agreement") and a promissory note (hereinafter referred to as the "Note") of even date herewith, payable to the order of LaSalle National Bank (hereinafter referred to as "Assignee") in the principal amount of One Million, Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00);

WHEREAS, the sole beneficiary of Assignor is KMS West Plazas Limited Partnership (the "Partnership"), an Illinois limited partnership, in which Westward Star Corporation ("Westward"), an Illinois corporation, is the sole general partner;

WHEREAS, Borrower is sole shareholder and president of Westward and the sole limited partner of the Partnership;

WHEREAS, to secure the payment of the Note and performance of obligations and covenants under the Loan Agreement, Assignor has executed a Mortgage and Security Agreement (hereinafter referred to as the "Mortgage") of even date herewith conveying to Assignee the real estate legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Premises"); and

WHEREAS, to secure the payment of principal and interest due under the Note, the payment of all other sums, with interest thereon, becoming due and payable to under the provisions of this Assignment or the Note or the Mortgage, and the performance and discharge of each and every obligation, covenants and agreement of Assignor or borrower contained herein or in the Note or in the Mortgage or in the Loan Agreement, as applicable (hereinafter collectively referred to as the "Assignor's Obligations").

NOW, THEREFORE in consideration of the foregoing, the sum of Ten Dollars (\$10.00) in hand paid, the receipt of which is hereby acknowledged, and to secure the payment and performance of Assignor's Obligations, Assignor does hereby sell, assign, transfer and grant unto Assignee (i) all the rents, issues and Assignor's interest in security deposits and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use, sale, or occupancy of, the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made and agreed to by Assignee under the powers granted herein, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements (hereinafter collectively referred to as the "Leases") and security deposits, and all the avails thereof, to Assignee, and (ii) without limiting the generality of the foregoing, all right, title and interest of Assignor in and to each of the Leases described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Scheduled Leases"), all on the following terms and conditions;

1. Assignor is assigning the Leases to secure the prompt payment, when due, of the principal and interest on the indebtedness evidenced by the Note at the times and in the manner provided in this Assignment, the Loan Agreement and the Note.

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2. Assignor does hereby appoint irrevocably Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to rent, lease, let or sell all or any portion of said Premises to any party, to collect all of said avails, rents, issues, deposits and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases, written or verbal, or any other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Assignee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth.

3. With respect to the Scheduled Leases, Assignor represents that Assignor is the sole owner of the entire Lessor's interest in said leases; that said leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as otherwise indicated in said Exhibit "B"; that the lessees respectively named therein are not in default under any of the terms, covenants or conditions thereof; that no rent reserved in said leases has been assigned or anticipated; and that no rent for any period subsequent to the date of this Assignment has been collected more than thirty (30) days in advance of the time when the same became due under the terms of said leases.

4. Assignor, without cost, liability or expense to Assignee, shall (i) at all times promptly and faithfully abide by, discharge, and perform all of the covenants, conditions and agreements contained in all of the Leases, on the part of the landlord thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees thereunder to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of the lessees thereunder, (iv) transfer and assign to Assignee upon request of Assignee, any lease or leases of all or any part of the Premises heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any and all instruments required to effect such assignment, (v) furnish to Assignee, upon request, a written statement containing the name of all lessees, terms of all Leases, including the spaces occupied, the rental payable and the security deposits, if any, paid thereunder, (vi) exercise within five (5) days of any demand thereof by Assignee any right to request from the lessee under any of the Leases a certificate with respect to the status thereof, and (vii) not, without Assignee's prior written consent, (a) execute an assignment or pledge of any rents of the Premises or of any of the Leases of all or any part of the Premise, except as security for the indebtedness secured hereby, (b) accept any prepayment of any installment or (c) permit or consent to any assignment of any of the Scheduled Leases or all or any portion of the Premises demised thereunder by any lessee under any of such Leases.

5. So long as there shall exist no default by Assignor in the payment or in the performance of any Assignor's Obligations, Assignor shall have the right to collect at any time of, but not more than thirty (30) days prior to, the date provided for the payment thereof, all rents, security deposits, income and profits arising under the Leases and to retain, use and enjoy the same.

6. Upon or at any time after default in the payment or in the performance of any of Assignor's Obligations and without regard to the adequacy of any other security therefor or whether or not the entire principal sum secured hereby is declared to be immediately due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises, or any part thereof, personally or by its agents or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all documents, books records, paper and accounts of the Premises, and together with all documents, books, records, papers and accounts of the Assignor or the then manager of the Premises relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom and may, as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage, and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises including actions for recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor,

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(ii) cancel or terminate any of the Leases or sublease for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinated to the lien thereof (iv) extend or modify any of the then existing Leases and make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness secured hereby and the issuance of a deed or deeds to a purchase or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and shall also be binding upon the purchase or purchasers at any foreclosure sale, notwithstanding, any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate or sale of deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements to the Premises as to Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation and management thereof, and (vii) receive all avails, rents, issues and profits.

7. Any avails, rents, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Premises, including reasonable compensation to Assignee or its agent or agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments, and water taxes now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of the Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alternations, additions, betterments, and improvements of the Premises, including the cost from time to time of installing or replacing personal property in such condition as will, in the judgment of Assignee, make the Premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale, or (v) with respect to any surplus of remaining funds, to the Assignor, its successors, or assigns, as their rights may appear.

8. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises after default or from any other act or omission of Assignee in managing the Premises after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any of the Leases or under 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 the Leases. Should Assignee incur any such liability under the Leases, or under or by reason of the assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and be immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the property by the tenants or any other parties or for any dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenants, licensee, employee or stranger. Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions of this Assignment.

9. Upon payment in full of the principal sum, interest and indebtedness secured hereby, this Assignment shall become and be void and of no further effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.

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10. Assignor hereby authorizes and directs the lessee named in each of the Leases, and any other or future lessee or occupant of the Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and Mortgage and that a default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits, and other sums, if any, arising or accruing under such lease and to continue to do so until otherwise notified by Assignee.

11. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness; may release any party primarily or secondarily liable therefor; and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

12. The term "Leases" as used herein means each of the Leases hereby assigned and any extension or renewal thereof.

13. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and the Mortgage, and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and Mortgage. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

14. This Assignment and the covenants therein contained shall inure to the benefit of Assignee and any subsequent holder of the Note and Mortgage and shall be binding upon Assignor, his successors and assigns and any subsequent owner of the Premises.

15. This Assignment is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against it, because or in respect of this Assignment, the making, issue or transfer thereof, all such liability, if any, being expressly waived by the Assignee. No duty shall rest upon it to sequester the rents, issues and profits arising from the property described herein.

American National Bank and Trust
Company of Chicago as
Trustee under Trust Agreement
dated December 24, 1986 and known as
Trust No. 100923-02

By: 

Its: 

(SEAL)

Attest:

Its: 

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STATE OF ILLINOIS

COUNTY OF COOK

) SS:

LORETTA M. SOVIENSKI

I, LORETTA M. SOVIENSKI, a Notary Public in and for the said County, in the State aforesaid, do hereby certify that SUZANNE G. BAKER, who is personally known to me to be a ~~First Vice President~~ of American National Bank and Trust Company of Chicago as Trustee under the Trust Agreement dated December 24, 1986 and known as Trust Number 100923-02, and J. MICHAEL WIELAND, who is personally known to me to be the ~~Assistant Secretary~~ of American National Bank and Trust Company of Chicago, as Trustee aforesaid, each of whom are 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 acknowledged that they signed and delivered said instrument in the respective capacities of ~~First Vice President~~ and ~~Assistant Secretary~~ of American National Bank and Trust Company of Chicago, as Trustee aforesaid as their own free and voluntary act and as the free and voluntary act of American National Bank and Trust Company of Chicago, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Seal of Office this 29th day of December, 1986.

Loretta M. Sovienksi
Notary Public

LORETTA M. SOVIENSKI
(Type in full name of Notary Public)

My commission expires: _____



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EXHIBIT A

Legal Description

LOTS 31 AND 32 IN R. SCHLOESSER'S LAKE SHORE SUBDIVISION BEING A RESUBDIVISION OF WALLBAUM SUBDIVISION OF LOT 23 IN PINE GROVE A SUBDIVISION OF FRACTIONAL SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-21-310-014 W.S F-H-0
429-31 W. Roseme
Chicago, IL All

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EXHIBIT B

Schedule of Leases

Each and every lease, presently in force, which leases any portion of the Premises.

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COVENANT

In consideration of the economic benefits to be derived from the transactions contemplated by the Loan Agreement, Note, and related security documents, including without limitation this Assignment, KMS West Plazas Limited Partnership, owner of 100% of the beneficial interest in that certain Trust with American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated December 24, 1986, and known as Trust Number 100923-02 ("Assignor"), covenants and agrees that all representations and warranties contained in this Assignment are true, complete and correct, and that it will perform or cause to be performed all of the Assignor's covenants and agreements contained in this Assignment.

Date: December 29, 1986.

KMS West Plazas Limited Partnership,
an Illinois limited partnership

Westward Star Corporation,
an Illinois corporation
and its general partner

By: Thomas M. West
Its: President

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