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ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 30th day of December, 1986, from BALMORAL RIVER PROPERTIES, a general partnership ("Beneficiary") and LASALLE NATIONAL BANK, as Trustee under Trust Agreement dated December 23, 1986, and known as Trust No. 111928 ("Trustee") to BARCLAYS BANK PLC ("Assignee").

Beneficiary is the sole beneficiary of Trustee which in turn has an interest in the "Premises" defined hereinbelow.

IN CONSIDERATION OF the issuance of two letters of credit by Assignee, one in the amount of \$1,100,000 running in favor of First State Bank of Chicago, and the other in the amount of \$4,550,000 running in favor of TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, as Escrowee, and in order to secure the repayment of a loan (including interest thereon) in the principal amount of \$300,000 made by Assignee ("Loan"), the performance by Beneficiary of its obligations under a Loan Agreement ("Loan Agreement") of even date herewith between Beneficiary and Assignee, and under the two forms of Application and Agreement for Standby Letter of Credit between Beneficiary and Assignee of even date herewith ("Application and Agreement"), relating to the letters of credit described hereinabove, Beneficiary and Trustee (collectively "Assignor") hereby covenant and agree as follows:

1. Assignor hereby sells, assigns and transfers unto Assignee any and all leases, whether written or verbal, and any and all lettings, and any and all agreements for the use or occupancy, of the real property legally described in Exhibit A attached hereto ("Premises"), or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted (collectively, "Leases"), including but not limited to a certain Lease dated as of December 29, 1986 between Beneficiary, as landlord, and Caravelle Venture, an Illinois limited partnership, as tenant ("Caravelle Lease"), together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any Lease, it being the intention hereby to establish an absolute transfer and assignment of all Leases and all the rents, issues, profits and avails thereunder, to Assignee. Assignor hereby irrevocably appoints Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises as provided in Section 3 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at

Property Address: 5400 N. River Rd., Rosemont, IL

P. I. N. 12-10-100-107-00000000 Box 15 NY/MLK

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such rental and upon such terms as Assignee shall determine, in its sole discretion, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, which is now due or may hereafter become due under each and every of the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession pursuant to the provisions of Section 3 below.

2. Assignor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor. Assignor covenants and agrees to perform fully all of its obligations under the Caravelle Lease and to cause all obligations of the tenant under the Caravelle Lease to be fully performed. Assignor waives any rights of set off against any person in possession of any portion of the Premises. Assignor agrees that it will not assign any of the rents or profits of the Premises, except to a permitted purchaser or grantee of the Premises. This assignment and grant shall continue in effect until Assignor's obligations under the Loan Agreement and each Application and Agreement are fully performed and satisfied.

3. In the event of a default by either Trustee or Beneficiary under the Loan Agreement, under either Application and Agreement or under any other document or instrument evidencing or securing the Loan or the obligations of Beneficiary under the Loan Agreement, and the expiration of any applicable notice or grace period (the foregoing being hereinafter called a "Default"), Assignor shall, forthwith, upon demand by Assignee, surrender to Assignee, and Assignee shall be entitled to take actual possession of, the Premises or any part thereof personally or by its agent or attorneys. In such event, Assignee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accruals of Assignor or the then owner or party in possession of the Premises relating thereto and may exclude the then owner or party in possession of the Premises relating thereto and may exclude Assignor's or said owner's or party's respective agents or servants wholly therefrom and may, as attorney in fact, as agent for Assignor or in its own name as Assignee, and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents,

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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 of security of the avails, rents, issues, and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same; (b) to elect to disaffirm any lease of sublease which is then subordinate to this Assignment; (c) to extend or modify any then existing leases and to 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 of the Loan or the expiry date of any letter or letters of credit issued pursuant to the Loan Agreement or as described hereinabove, 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 this Assignment; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to Assignee may seem judicious; (e) to insure and reinsure the same and all risks incidental to Assignee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits -- Assignor 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.

Assignor shall be deemed to have constituted and appointed Assignee its true and lawful attorney-in-fact with full power of substitution either in the name of Assignee or in the name of Assignor, to exercise any of the powers granted to Assignee pursuant to this Section 3. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur by reason of its performance of any action authorized under this Section 3 and of 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 of Assignor. Nothing herein contained shall be construed as constituting Assignee in possession in the absence of the taking of actual possession of the Premises by Assignee

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pursuant to this Section 3. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor, its successors and assigns.

4. Assignee, in the exercise of the rights and powers hereinabove conferred upon it by Sections 1 and 3 hereof, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

(a) to the payment of the operating expenses of the Premises, including but not limited to the cost of the management and leasing thereof (which shall include compensation to Assignee and its agent or agents, if management be delegated to an agent or agents, and shall include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises, and all payments due under the Agreement to Purchase Caravelle Motel, dated as of December 1, 1986, between Assignor and Parkway Bank and Trust Company, as Trustee under Trust Agreement dated June 22, 1971 and known as Trust No. 1608;

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

(d) to the repayment of principal and interest on the Loan and to the payment of all other sums which Assignor is obligated to pay under the Loan Agreement and each Application and Agreement.

5. Although it is the intention of the parties that the assignment contained herein shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers conferred upon it hereby until a Default shall occur or arise. Any avails, rents, issues and profits collected and received by Assignor after the

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occurrence of a Default shall be deemed collected and received by Assignor in trust for Assignee and Assignor shall account to Assignee for the full amount of such collections and receipts.

6. Assignor further agrees to assign and transfer to Assignee all future Leases upon all or any part of the Premises and to execute and deliver, at the request of Assignee, all such further assurances and assignments in the Premises as Assignee shall from time to time require. Assignor shall pay Assignee the expenses incurred by Assignee in connection with the preparation, execution and recording of any such assignment or agreement.

This Assignment is given as collateral security for the indebtedness and obligations described herein and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor or any other person under any of the Loan Documents, nor shall this Assignment impose any obligation on Assignee to perform any provision of any Lease or any responsibility for the nonperformance thereof by Assignor or any other person. This Assignment is given as a primary assignment of the rights described herein and such assignment shall not be deemed secondary to any other collateral securing the performance of Assignor's obligations under the Loan Agreement or any of the other Loan Documents. Assignee shall have the right to exercise any rights under this Assignment before, together with or after exercising any other rights under any of the Loan Documents.

8. Each and all of the covenants and obligations of this Assignment shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and assigns, subject at all times nevertheless to all agreements and restrictions contained in the Loan Documents with respect to the transfer of Beneficiary's interest in the Trustee or Trustee's interest in the Premises.

9. All notices, demands, deliveries and other communications required under this Assignment or desired by the parties hereto shall be given in the manner provided, and to the addresses specified, in the Loan Agreement, except that notices, demands, deliveries and other communications to Trustee shall be given to the address for notice to Beneficiary therein.

10. This Assignment shall be construed and interpreted with, and governed by, the internal laws of the State of Illinois. Whenever possible, each provision of this

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Assignment shall be interpreted in such manner as to be effective and valid under the applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

11. This Assignment is executed by LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said LaSalle National Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said LaSalle National Bank personally to perform any covenant either express or implied contained herein or in any of the other Loan Documents, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

BALMORAL RIVER PROPERTIES,
a general partnership

By: *Jerry Speale*
Partner

Attorney in fact

LASALLE NATIONAL BANK,
not personally but as Trustee
as aforesaid

By: *William J. ...*

Its: ASSISTANT SECRETARY

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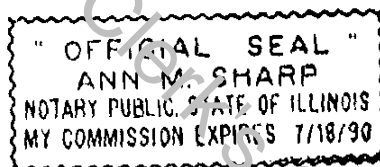
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Paul Homol, as attorney in fact for Joseph S. Beale, a partner of BALMORAL RIVER PROPERTIES, a general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes herein set forth.

Given under my hand and Notarial Seal this 30th day of December, 1986.

Ann M. Sharp
Notary Public

My commission expires July 18, 1990



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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ and _____ the _____ President and ASST Secretary, respectively, of LaSalle National Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~President and~~ ASST Secretary, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of December, 1986.



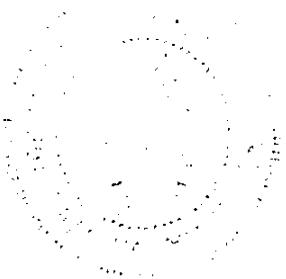
 Notary Public

My commission expires 6/27/90

This instrument prepared by and after recording please return to:
 Scott A. Drane, Esq.
 Hopkins & Sutter
 Suite 4300
 Three First National Plaza
 Chicago, Illinois 60602

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EXHIBIT A

LAND-LEGAL DESCRIPTION

PARCEL I:

THE SOUTH 15 FEET OF THE NORTH 154.28 FEET OF LOT 4 (EXCEPT THE WEST 1315.4 FEET THEREOF) LYING WEST OF THE WEST LINE OF RIVER ROAD IN HENRY HACHMEISTER'S SUBDIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH

PARCEL II:

ALL THAT PART OF THE NORTH 139.28 FEET OF LOT 4 IN HENRY HACHMEISTER'S SUBDIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE WEST LINE OF RIVER ROAD AND EAST OF A LINE 275 FEET EAST (AS MEASURED ON THE NORTH LINE OF SAID LOT 4) OF THE WEST LINE OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 181 FEET CONDEMNED BY CASE 77 L 5350), TOGETHER WITH

PARCEL III:

ALL THAT PART OF LOT 3 IN HENRY HACHMEISTER'S SUBDIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE WEST LINE OF RIVER ROAD AND EAST OF A LINE 275 FEET EAST (AS MEASURED ON THE SOUTH LINE OF SAID LOT 3) OF THE WEST LINE OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AND LYING SOUTH OF A LINE DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 3 WHICH IS 157.25 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT; THENCE NORTHEASTERLY 823.58 FEET TO A POINT WHICH IS 75 FEET SOUTH OF (AT RIGHT ANGLE MEASUREMENT) THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 10; THENCE CONTINUING EASTERLY 709.85 FEET, MORE OR LESS THROUGH A POINT IN THE WEST LINE OF RIVER ROAD WHICH IS 50 FEET SOUTH OF (AT RIGHT ANGLE MEASUREMENT) TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10 TO THE CENTER LINE OF RIVER ROAD (EXCEPTING THEREFROM THE WEST 181 FEET THEREOF CONDEMNED IN CASE 77 L 5350), ALL IN COOK COUNTY, ILLINOIS.

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COOK COUNTY RECORDER

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