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86031916

203

Property Address: 2416 Estes Avenue, Elk Grove Village, Illinois
Permanent Real Estate Tax Index Number: 08-35-200-021-0000

Handwritten initials
2500

PREPARED BY:
Freeman & Cohen
2 North LaSalle Street
Suite 1400
Chicago, IL 60602

RETURN TO:
Freeman & Cohen
2 North LaSalle Street
Suite 1400
Chicago, IL 60602

DA
BOX 333 HV

CFC: 0707/121685 121985

22/6

ASSIGNMENT OF RENTS AND LEASES (BORROWER AND BENEFICIARY)

THIS ASSIGNMENT, made this 3rd day of January, 1986 is by and between

Gary-Wheaton Bank, not personally, but as Trustee under Trust Agreement dated February 22, 1982 and known as Trust No. 6327 whose address is 120 East Wesley; Wheaton, Illinois; 60187; (hereinafter called "Borrower"), and 2416 Estes Partnership, an Illinois General Partnership whose address is 2416 Estes Avenue; Elk Grove Village, Illinois (hereinafter called "Beneficiary") and Cohen Financial Corporation, a Delaware Corporation, whose address is 2 North LaSalle Street; Suite 1400; Chicago; Illinois; 60602 (hereinafter called "Assignee"). Borrower and Beneficiary are hereafter collectively called the "Assignor". Beneficiary owns one hundred percent (100%) of the beneficial interest in said Trust Agreement, but has no legal or equitable interest in the Premises hereinafter described.

WITNESSETH;

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower and Beneficiary in, to and under the leases of the real estate described in

Vertical handwritten note: 44002/1/2004/29 404-62-01

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PROPERTY OF THE STATE OF ILLINOIS, DEPARTMENT OF REVENUE, 215 NORTH LA SALLE STREET, CHICAGO, ILLINOIS 60601

RECEIVED
STATE OF ILLINOIS
DEPARTMENT OF REVENUE
215 NORTH LA SALLE STREET
CHICAGO, ILLINOIS 60601

PROPERTY OF THE STATE OF ILLINOIS, DEPARTMENT OF REVENUE, 215 NORTH LA SALLE STREET, CHICAGO, ILLINOIS 60601

DEPARTMENT OF REVENUE NOTICE AND DEMAND

THIS RECEIPT IS VALID ONLY IF IT IS SIGNED BY THE TAXPAYER OR AN AUTHORIZED REPRESENTATIVE OF THE TAXPAYER.

THE TAXPAYER HAS BEEN ADVISED BY THE DEPARTMENT OF REVENUE THAT THE TAXPAYER IS IN ARREARS FOR THE PAYMENT OF TAXES.

THE TAXPAYER HAS BEEN ADVISED BY THE DEPARTMENT OF REVENUE THAT THE TAXPAYER IS IN ARREARS FOR THE PAYMENT OF TAXES.

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THE TAXPAYER HAS BEEN ADVISED BY THE DEPARTMENT OF REVENUE THAT THE TAXPAYER IS IN ARREARS FOR THE PAYMENT OF TAXES.

WITNESSETH

THE TAXPAYER HAS BEEN ADVISED BY THE DEPARTMENT OF REVENUE THAT THE TAXPAYER IS IN ARREARS FOR THE PAYMENT OF TAXES.

THE TAXPAYER HAS BEEN ADVISED BY THE DEPARTMENT OF REVENUE THAT THE TAXPAYER IS IN ARREARS FOR THE PAYMENT OF TAXES.

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THE TAXPAYER HAS BEEN ADVISED BY THE DEPARTMENT OF REVENUE THAT THE TAXPAYER IS IN ARREARS FOR THE PAYMENT OF TAXES.

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Exhibit "A" attached hereto and made a part hereof ("Premises") whether now in existence or hereafter entered into including the leases described in the Schedule of Leases attached hereto and made a part hereof and all guarantys, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents, income and profits 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 Premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note ("Note") of Borrower of even date herewith in the principal sum of Six Hundred Thirty Thousand Dollars (\$630,000.00) and secured by a certain Mortgage ("Mortgage") of even date herewith encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire lessor's interest in the Leases is, or, as to future Leases, shall be vested in Borrower or Beneficiary, or both of them, and that Borrower and Beneficiary have not, and each shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

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2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. That none of the Leases shall be altered, modified, amended, terminated, cancelled, renewed or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.

4. That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower and/or Beneficiary claiming that a default has occurred under any of the Leases on the part of the Borrower or Beneficiary, together with a complete copy of any such notice.

6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

The parties further agree as follows:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default

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The undersigned, Clerk of the Court, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the Court.

Witness my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of the Court

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has occurred under the terms and conditions of the Note, Mortgage or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower and Beneficiary hereby irrevocably appoint Assignee their true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion 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 Borrower and/or Beneficiary or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Borrower and/or Beneficiary pursuant to the Leases to Assignee or 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 Borrower and/or Beneficiary in respect of all payments so made.

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From and after service of a Notice, 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, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Borrower 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 Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute 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. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall

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it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for any dangerous or defective condition 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 lessee, licensee, employee or stranger.

Waiver of or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

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The term "Assignor", "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and ~~the~~ singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

THIS ASSIGNMENT is executed by Borrower, 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 the undersigned 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 Borrower or Beneficiary personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed and sealed as of the date first above written.

Gary-Wheaton Bank, not personally but as Trustee as aforesaid.

By: Ruth J. Bowen
Its: VICE PRESIDENT

ATTEST:

BY:

Its: [Signature]
V.O.

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SIGNATURE PAGE

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2416 Estes Partnership,
an Illinois general partnership.

By: Ronald A. Dicilia
Ronald A. Dicilia

By: Robert Holleb
Robert Holleb

By: William F. Rosati
William F. Rosati

By: Anthony J. Mazzocchi
Anthony J. Mazzocchi

By: Gene Cilio
Gene Cilio

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED

DATE OF DECLASSIFICATION: 01/11/99
BY: [Signature]
REASON: [Signature]
DATE OF DECLASSIFICATION: 01/11/99
BY: [Signature]
REASON: [Signature]
DATE OF DECLASSIFICATION: 01/11/99
BY: [Signature]
REASON: [Signature]

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Exhibit "A"

Legal Description

LOT 28 (EXCEPT FROM SAID LOT 28 THE WEST 1289.79 FEET AS MEASURED ALONG THE NORTH LINE THEREOF AND EXCEPT ALSO FROM SAID LOT 28 THAT PART LYING EAST OF A STRAIGHT LINE RUNNING THROUGH A POINT 1539.79 FEET, AS MEASURED AT RIGHT ANGLES TO AND DRAWN FROM THE MID-POINT OF THE WEST LINE OF SAID LOT, EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT AND SAID WEST LINE EXTENDED SOUTH TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LOT EXTENDED WEST) IN CENTEX INDUSTRIAL PARK UNIT NO. 5, BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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1961
1961

THE PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Schedule of Leases

Lease between 2416 Estes Partnership and Gary-Wheaton Bank, as Trustee under Trust Agreement dated February 22, 1982, and known as Trust No. 6327, as Lessor, and CHI-CHI FOODS, LTD., as Lessee, for the premises commonly known as 2416 Estes, Ell Grove Village, Illinois, and legally described in Exhibit "A", for a period from January 1, 1986 through December 31, 1996.

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STATE OF Illinois)
COUNTY OF Cook) ss.

I, WILLIAM E. BOLENSTEIN, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY,
that RONALD A. DiCICILIA, Robert Holleb, William F. Rosati, Anthony J. Mazzocchi and Gene Sillo

personally known to me to be the general
partners of 2416 ESTER PARTNERSHIP
an Illinois partnership; whose names are subscribed
to the within instrument, appeared before me this day in person and
severally acknowledged that as such general
partners, they signed and delivered the said Instrument of writing
as general partners of said partner-
ship and executed same as their free and voluntary act and as the free
and voluntary act and deed of said partnership, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd
day of January A.D. 1986.

William E. Bolenstein
Notary Public

COOK COUNTY, ILLINOIS
FILED FOR RECORD

My Commission Expires: 1986 JAN 23 PM 2:14 86031916

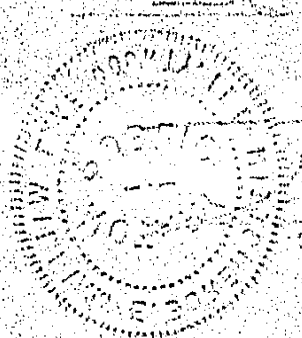
9/20/87

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8 6 0 3 1 9 1 6

STATE OF _____)
COUNTY OF _____)

SS.

I, _____, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY,
that _____

_____ ,
personally known to me to be the _____
partners of _____ ,
a _____ partnership, whose names are subscribed
to the within instrument, appeared before me this day in person and
severally acknowledged that as such _____
partners, they signed and delivered the said Instrument of writing
as _____ partners of said partner-
ship and executed same as their free and voluntary act and as the free
and voluntary act and deed of said partnership, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____
day of _____ A.D. 19 _____.

Notary Public

My Commission Expires:

86031916

UNOFFICIAL COPY

NO. 10000

NO. 10000

IN SENATE, January 10, 1900.
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE,
IN ANSWER TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1899.

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REVISION

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8 5 0 3 1 9 1 5

STATE OF)
COUNTY OF)

SS.

I, _____, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY,
that _____

_____ personally known to me to be the _____
partners of _____

a _____ partnership; whose names are subscribed
to the within instrument, appeared before me this day in person and
severally acknowledged that as such _____
partners, they signed and delivered the said Instrument of writing
as _____ partners of said partner-
ship and executed same as their free and voluntary act and as the free
and voluntary act and deed of said partnership, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____
day of _____ A.D. 19 _____

Notary Public

My Commission Expires:

86031916

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NO. 10000
IN 10000

IN SENATE
JANUARY 10, 1900

Property of Cook County Clerk's Office

OF C.A.

NOTED

10000

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86031916

STATE OF
COUNTY OF

)
) ss.
)

I, _____, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY,
that _____

personally known to me to be the _____
partners of _____,

a _____ partnership; whose names are subscribed
to the within instrument, appeared before me this day in person and
severally acknowledged that as such _____
partners, they signed and delivered the said Instrument of writing
as _____ partners of said partner-
ship and executed same as their free and voluntary act and as the free
and voluntary act and deed of said partnership, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____
day of _____ A.D. 19 _____.

Notary Public

My Commission Expires:

86031916

UNOFFICIAL COPY

8 6 0 3 1 9 1 6

STATE OF

COUNTY OF

)
) SS.
)

I, _____, a Notary Public
in and for said County, in the State aforesaid, DO HEREBY CERTIFY,
that _____

_____ personally known to me to be the _____
partners of _____,

a _____ partnership, whose names are subscribed
to the within instrument, appeared before me this day in person and
severally acknowledged that as such _____

partners, they signed and delivered the said Instrument of writing

as _____ partners of said partner-

ship and executed same as their free and voluntary act and as the free
and voluntary act and deed of said partnership, for the uses and
purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____

day of _____ A.D. 19 _____.

Notary Public

My Commission Expires:

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STATE OF
COUNTY OF

IN SENATE, January 10, 1900.

Property of Cook County Clerk's Office

RECORDED

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86031916

STATE OF ILLINOIS)
) SS.
COUNTY OF ~~COOK~~)
DUTAGE

I, Diane Honeywell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RONALD M. BOWEN, Vice President of WHEATON BANK and DOLGAS G. EYLES, Assistant Trust Officer/Vice Pres Assistant Cashier/Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, and Assistant Trust Officer/Assistant Cashier/Vice Pres Assistant 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 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 Assistant Trust Officer/Assistant Cashier/Assistant Secretary then and there acknowledged that He, as Custodian of the seal of said Bank, did affix the seal to said instrument as HIS 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.

GIVEN under my hand and Notarial Seal this 3rd day of JANUARY, A.D. 1986.

Diane Honeywell
Notary Public

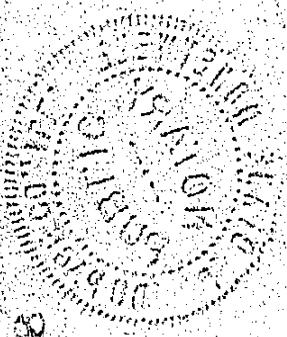
My Commission expires:
OCT. 26, 1987

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STATE OF ILLINOIS
COUNTY OF COOK
CLERK

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