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ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents (the "Assignment"), dated as of March 8, 1986, is from Ernest Dehler ("Dehler") to American National Bank and Trust Company of Chicago, a national banking association ("Bondholder").

I

Recitals

1.1 Description of Prior Transactions. The City of Chicago (the "City") issued an \$800,000 Industrial Revenue Bond, Series 1979, dated June 1, 1979 (the "Bond"), and lent the proceeds thereof to Pioneer Gen-E-Motor Corporation ("Pioneer") pursuant to that certain Loan Agreement dated June 1, 1979 and recorded in the Office of the Cook County Recorder of Deeds on July 5, 1979 as Document No. 25035850 (the "Loan Agreement"). The Bondholder purchased the Bond from the City and in connection therewith and with the aforesaid loan to Pioneer (i) the City assigned its rights under the Loan Agreement to the Bondholder pursuant to that certain Assignment and Agreement dated June 1, 1979 and recorded July 5, 1979 as Document No. 25035852 (the "1979 Assignment"), (ii) Pioneer executed and delivered in favor of Bondholder a certain Mortgage and Security Agreement dated June 1, 1979 and recorded July 5, 1979 as Document No. 25035851 (the "Mortgage"), (iii) Pioneer and the Bondholder entered into that certain Indemnification Agreement dated June 1, 1979 (the "Indemnity") and (iv) Pioneer executed that certain Promissory Note in the principal amount of \$800,000 made payable to the order of Bondholder dated June 1, 1979 (the "Note"). (The Loan Agreement, the Mortgage, the Indemnity, the Note and all other agreements, documents, instruments and certificates evidencing or securing or delivered in connection with the loan made pursuant to the Loan Agreement, together with any and all renewals,

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THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING, RETURN TO:

BOX 300 - HV

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Gary N. Ruben, Esq.  
Goldberg, Kohn, Bell, Black,  
Rosenbloom & Moritz, Ltd.  
55 East Monroe Street  
Suite 3900  
Chicago, Illinois 60603

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extensions, amendments and replacements of any of them, irrespective of by whom executed, are collectively referred to herein as the "Loan and Security Agreements").

Pursuant to that certain Assignment and Assumption Agreement dated July 22, 1983 (the "1983 Assignment") between Pioneer and Laminite Plastics Corporation of Chicago ("Laminite") and consented to by the Bondholder, Pioneer assigned all of its right, title and interest in, and Laminite assumed all of Pioneer's obligations to be performed from and after July 22, 1983 under, the Loan and Security Agreements. The 1983 Assignment made certain modifications to the Loan and Security Agreements to reflect said assignment and assumption.

1.2 Description of Today's Transaction. Pursuant to that certain Assignment and Assumption Agreement dated as of the date hereof (the "1986 Assignment") among Laminite, Dehler and the Bondholder, Laminite has assigned all of its right, title and interest in, and Dehler has assumed all of Laminite's obligations to be performed from and after the date hereof under, the Loan and Security Agreements, and the Loan and Security Agreements have been modified to reflect said assignment and assumption.

## II

### Granting Clauses

To secure (i) the payment of the Bond and any and all renewals, extensions, modifications and replacements thereof and (ii) the payment of any and all other liabilities and indebtedness of any kind and nature, now or hereafter owing, arising, due or payable by Dehler, whether absolute or contingent, under the 1986 Assignment or the Loan and Security Agreements, or under any other instrument creating or evidencing a liability of Dehler to Bondholder, and to assure performance of the agreements contained herein and in the Bond and the Loan and Security Agreements, Dehler hereby assigns to Bondholder:

(a) All the lessor's right, title and interest in and to all oral and written leases with, or other agreements for use or occupancy made or agreed to by, any person or entity and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the real property described in the Mortgage (the "Mortgaged Premises") and legally described in Exhibit A attached hereto, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases"), including without limitation, that certain Industrial Lease, dated April 1, 1981 between Pioneer and Graphic Arts Finishing Company, and that certain Industrial Building Lease, dated the date hereof between Dehler

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and Dehler Manufacturing Co., Inc., and all security deposits in respect thereof;

(b) The rents, issues and profits and any other payments by any and all lessees under the Leases in addition to rent (collectively referred to herein as the "Rents") which are due or may hereafter become due pursuant to any of the Leases;

(c) Any and all monies, awards or other payments made or payable by any and all lessees under the Leases in lieu of rent, including, but not limited to, any damages (all such monies, awards or payments, including, but not limited to damages, are collectively referred to herein as the "Damages"), which may hereafter become due pursuant to any of the Leases;

(d) All rights, powers, privileges, options and other benefits (collectively referred to herein as the "Rights") of the lessor under the Leases, including without limitation of the foregoing:

(i) The immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, monies and security deposits or the like pursuant to any of the provisions thereof, whether as rents or otherwise;

(ii) The right to make all waivers and agreements, including waivers of obligations of lessees;

(iii) The right to give all notices, permissions, consents (including without limitation consents to assignments of Leases and consents to subletting by lessees) and releases, including consent to subordination to the interest of a lessee;

(iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) The right to do any and all other things whatsoever which the lessor is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter the Leases;

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(vi) The right to exercise any option required or permitted under any of the Leases;

(vii) The right to execute new leases of the Mortgaged Premises or any portion thereof; and

(viii) The rights, powers, privileges and other benefits of Dehler under any and all guaranties (the "Guaranties") of any of the Leases;

and Dehler authorizes Bondholder:

(ix) To manage the Mortgaged Premises, to take possession of the books and records relating to the operation of the Mortgaged Premises, and let and relet the Mortgaged Premises, or any part thereof according to Bondholder's own discretion;

(x) To prosecute or defend any suits in connection with the Mortgaged Premises in the name of Bondholder or the lessor under the Leases or both as it may consider desirable;

(xi) To enforce or take any other action in connection with the Leases in the name of Bondholder or the lessor under the Leases or both;

(xii) To make such repairs to the Mortgaged Premises as Bondholder may deem advisable; and

(xiii) To do anything in or about the Mortgaged Premises that Bondholder may deem advisable or that the lessor under the Leases has the right or power to do.

## III

### Covenants

3.1 Present Assignment. Notwithstanding that this Assignment provides for a present assignment of leases and rents, Dehler may collect the Rents and Damages and manage the Mortgaged Premises in the same manner as if this Assignment had not been given, but only if and so long as a Default (as defined herein) has not occurred. In the event of a Default, such right of Dehler to collect the Rents and Damages and to manage the Mortgaged Premises shall thereupon automatically terminate.

3.2 Power Coupled with Interest. This Assignment confers upon Bondholder a power coupled with an interest and cannot be revoked by Dehler.

3.3 No Other Assignment. Dehler warrants and represents and covenants that it is the sole owner of the lessor's entire interest in the Leases and has full right to assign the Leases and the Rents, that there has been no previous assignment and, without Bondholder's prior written consent, Dehler will permit no future assignment (as collateral or otherwise) of the lessor's right, title and interest in any of the Leases or the Rents (other than pursuant to the Loan and Security Agreements), that the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever, that the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases and have not been granted any concessions by the lessor, that no rent reserved in the Leases has been assigned or anticipated and that no Rent for any period subsequent to the date hereof has been collected in advance of the time when said Rent becomes or would become due under the terms of the Leases.

3.4 Management. At all times until this Assignment is released and at all times thereafter during which Bondholder is not in actual or constructive possession of the Mortgaged Premises, Dehler shall cause the Mortgaged Premises to be managed in accordance with sound business practices and cause to be performed all obligations imposed upon the lessor under the Leases and not do or permit to be done anything to impair the security thereof. Dehler shall not permit any of the Rents to be collected in advance, except that monthly rent due and payable under the Leases may be collected up to thirty (30) days in advance. Dehler shall not subordinate any of the Leases to any mortgage (other than the Mortgage) or other encumbrance, or permit, consent or agree to such subordination without the prior written consent of Bondholder.

3.5 Execution of Leases. Dehler shall not permit any Leases to be made of all or any portion of the Mortgaged Premises without the prior written consent of the Bondholder.

3.6 Bondholder to be Creditor of Lessees. Bondholder shall be and be deemed to be the creditor of each lessee under the Leases in assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such lessee (without any obligation on the part of Bondholder, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein). Dehler hereby assigns to Bondholder any and all Damages and, Dehler shall, in the event of a Default, pay to Bondholder any and all other monies, received

in connection with such assignment for the benefit of creditors or in any such bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceeding, for application to the indebtedness secured hereby. Dehler hereby appoints Bondholder as its irrevocable attorney-in-fact to appear in any such proceeding to collect any such money, award or payment.

3.7 Additional Covenants. Dehler further covenants that (i) he will not modify, change, alter, supplement, amend, cancel, surrender or accept surrender of any of the Leases without Bondholder's consent; (ii) he will not consent to any assignment or subletting of the lessee's interest under any of the Leases without Bondholder's consent; (iii) he will not accept rent more than thirty (30) days in advance under any of the Leases and (iv) he will not assert any claim or take any action against any lessee under any of the Leases, or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee from any obligation or liability of which would affect, impair or discharge any right of Bondholder and, if Dehler shall recover any such sums from such lessee and a Default has occurred, Dehler will forthwith pay over the same to Bondholder for application to the indebtedness secured hereby.

3.8 Further Assurances. Dehler shall execute and deliver, at the written request of Bondholder, all such further assurances and assignments as Bondholder from time to time shall determine are necessary to effectuate the terms and provisions of this Assignment.

## IV

### Defaults and Remedies

4.1 Defaults. Each of the following shall constitute a default ("Default") under this Assignment:

4.1(a) The untruth of any representation made by Dehler herein, the failure by Dehler to perform in a full and timely manner any of Dehler's obligations herein or the breach of any of Dehler's covenants contained herein;

4.1(b) The occurrence of any default under the Bond or the Note or any of the other Loan and Security Agreements which continues beyond the applicable grace period, if any, thereunder; or

4.1(c) A default by the lessor under any of the Leases which continues beyond the applicable grace period, if any, thereunder.

## 4.2 Exercise of Bondholder's Rights.

4.2(a) The exercise of this Assignment is without regard to the adequacy of the security, and without waiving any other remedy available to Bondholder as a result of the occurrence of any Default.

4.2(b) In the event Bondholder elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Dehler such rights, this Assignment shall not be terminated, but shall remain in full force and effect until the indebtedness evidenced by each of the Bond, the Note and the other Loan and Security Agreements is paid in full, it being the intent of the parties that Bondholder shall, until release of this Assignment, have all the rights granted hereby.

4.3 Nature of Remedies. No delay or omission on the part of Bondholder in the exercise of any remedy for a Default shall operate as a waiver thereof. The remedies available to Bondholder under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available at law, in equity, by statute or under the Bond or any of the Loan and Security Agreements. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Dehler or the Mortgaged Premises or either of them at the sole discretion of Bondholder and may be exercised as often as occasion therefor shall arise.

4.4 Application of Rents. Bondholder may apply the Rents and Damages, in such order and manner as Bondholder may determine, to the payment of the indebtedness evidenced by the Bond, the Note or by any of the other Loan and Security Agreements or any and all renewals, extensions, modifications or replacements thereof, and also toward the payment of all expenses for the care and management of the Mortgaged Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing real estate and collecting rents, and the reasonable expenses and fees of all attorneys, agents and servants, which expenses Bondholder may reasonably deem to be necessary to exercise the powers granted to Bondholder hereunder. The receipt by Bondholder of any Rents pursuant to this Assignment following a Default and the exercise of any remedies provided for in the Bond or in any of the Loan and Security Agreements shall not cure such Default or affect or prejudice the exercise of such remedies.

4.5 Limitation of Bondholder's Obligations. Bondholder's obligations as to any Rents actually collected shall be discharged by application of such Rents to some or all of the purposes described in this Assignment. Bondholder shall not be liable for uncollected Rents or for failure to collect Rents or



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for any claim for damages or set-offs arising out of Bondholder's management of the Mortgaged Premises other than for damages arising from Bondholder's gross negligence. Bondholder shall not be liable to any lessee for the return of any security deposit made under any Lease unless Bondholder shall have actually received such security deposit from the lessor or such lessee. Bondholder shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Bondholder be responsible for any act committed by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making Bondholder a mortgagee in possession of the Mortgaged Premises or any part thereof.

4.6 Reimbursement. Dehler shall reimburse, indemnify and hold harmless Bondholder for and from and against any and all claims, expenses, losses, damages and liabilities which Bondholder may incur by reason of this Assignment, any of the Leases, or expenses, losses, damages and liabilities incurred in exercising any of the rights granted in this Assignment. Any and all amounts due to Bondholder under this Section 4.6 shall be immediately due and payable, and shall be secured by this Assignment and the Loan and Security Agreements.

4.7 Authorization to Lessees. Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent and all other amounts payable thereunder to Bondholder upon written demand from Bondholder stating that a Default has occurred without inquiry as to whether any such default has occurred or whether Bondholder is rightfully entitled to such rent or other amounts.

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## Miscellaneous

5.1 Modification of Loan Terms. If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Bond or the Note or any of the other Loan and Security Agreements is renewed, modified or replaced or if any security for the Bond or the Note or any of the other Loan and Security Agreements is released, Dehler and any other parties now or hereafter liable therefor or interested in the Mortgaged Premises shall be held to consent to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the Loan and Security Agreements shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Bondholder.

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5.2 Successors and Assigns. This Assignment shall inure to the benefit of Bondholder and be binding upon the heirs, legal representatives, successors and assigns of Dehler and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgaged Premises.

5.3 No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Premises to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

5.4 Notices. Whenever Bondholder or Dehler desires to give any notice to the other, it shall be sufficient for all purposes if such notice is personally delivered or sent by registered or certified United States mail, postage prepaid, addressed to the intended recipient at the last address theretofore specified by the addressee in a written notice given to sender. In case no other address has been so specified, notices hereunder shall be delivered or mailed to the following addresses:

Bondholder: American National Bank and Trust  
Company of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60690  
Attention: Commercial Banking  
Department, Division J

Dehler: Ernest Dehler  
5801 West Dickens Avenue  
Chicago, Illinois 60639

Any notice given in the manner specified herein shall be deemed to have been given on the day it is personally delivered or two business days after the day on which it is deposited in the United States mail.

5.5 Governing Law. This Assignment is executed and delivered in Chicago, Illinois and shall be governed by and construed in accordance with the law of the State of Illinois.

5.6 Severability. If any term, restriction or covenant of this Assignment is deemed illegal or unenforceable, all other terms, restrictions and covenants and the application thereof to all persons and circumstances subject hereto shall remain unaffected to the extent permitted by law; and if any application of any term, restriction or covenant to any person or circumstances is deemed illegal, the application of such term shall remain unaffected to the extent permitted by law.

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IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first above written.



Ernest Dehler

Accepted this 14th day of  
March, 1986


AMERICAN NATIONAL BANK AND  
TRUST COMPANY OF CHICAGO

By:

Its:

  
Second Vice President

Attest:

  
Its Second Vice President

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## ACKNOWLEDGEMENT

STATE OF ILLINOIS    )  
                                  )  
COUNTY OF COOK     )

I, Rosanne Lerner, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Ernest Dehler, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18th day of March, 1986.

Rosanne Lerner  
Notary Public

My Commission Expires:

March 9, 1989

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## ACKNOWLEDGEMENT

STATE OF Illinois )  
COUNTY OF Cook )

I, Carole K. Tonne, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Roger P. Villanueva and Thomas J. Biehe, 2nd Vice President and 2nd Vice President of American National Bank and Trust Company of Chicago, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 2nd Vice President and 2nd Vice President, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said bank; and the said Thomas S. Biehe acknowledged that he, as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said bank for said uses and purposes.

GIVEN under my hand and notarial seal this 19th day of March, 1986.

[Signature]  
Notary Public

My Commission Expires:  
5-31-88

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## EXHIBIT A

### PARCEL 1:

THAT PART OF THE SOUTH 466 FEET (EXCEPT THE SOUTH 50 FEET THEREOF TAKEN FOR RAILROAD) OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SOUTH 466 FEET, WHICH IS ALSO THE SOUTH LINE OF DICKENS AVENUE, SAID POINT BEING 960.25 FEET EAST OF THE EAST LINE OF AUSTIN AVENUE, WHICH IS 33 FEET EAST OF THE WEST LINE OF SAID NORTH EAST 1/4 AND SAID POINT BEING ON CENTER LINE OF A 13 INCH BRICK WALL EXTENDED NORTH, THENCE SOUTH ALONG CENTER LINE OF SAID 13 INCH BRICK WALL 198.10 FEET MORE OR LESS TO SOUTH FACE OF A PARTITION WALL; THENCE EAST ALONG SOUTH FACE OF SAID WALL 19.55 FEET TO EAST FACE OF A BRICK WALL; THENCE SOUTH ALONG THE EAST FACE OF SAID WALL 18.40 FEET TO SOUTH FACE OF A BRICK WALL; THENCE EAST ALONG THE SOUTH FACE OF SAID WALL 10.55 FEET TO EAST FACE OF A BRICK WALL; THENCE SOUTH ALONG EAST FACE OF SAID WALL AND LINE OF SAID WALL EXTENDED SOUTH 198.50 FEET MORE OR LESS TO A POINT IN SOUTH LINE OF NORTH 416 FEET OF SAID SOUTH 466 FEET, SAID POINT BEING 991.17 FEET EAST OF SAID EAST LINE OF AUSTIN AVENUE; THENCE EAST ALONG SAID SOUTH LINE TO EAST LINE OF SAID WEST 1/2 OF SAID NORTH EAST 1/4; THENCE NORTH ALONG EAST LINE OF THE WEST 1/2 OF SAID NORTH EAST 1/4 TO THE NORTH LINE OF SAID SOUTH 466 FEET OF WEST 1/2 OF SAID NORTH EAST 1/4 (WHICH IS ALSO SOUTH LINE OF DICKENS AVENUE) AND THENCE WEST ALONG SAID NORTH LINE TO POINT OF BEGINNING

### PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID AS RESERVED IN DEED DATED SEPTEMBER 5, 1940 AND RECORDED SEPTEMBER 10, 1940 AS DOCUMENT 12543669 OVER AND UPON THAT PART OF VACATED NORTH MENARD AVENUE LYING EAST OF AND ADJACENT TO PARCEL 1 AFORESAID, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

PERPETUAL, NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS THE WEST 33 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF VACATED ARMITAGE AVENUE WHICH LIES SOUTH OF AND ADJOINING LOTS 10 TO 19 OF BLOCK 5 IN CENTRAL AVENUE SUBDIVISION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF CENTER LINE OF GRAND AVENUE (EXCEPT THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILWAY) AND NORTH OF THE RIGHT OF WAY OF SAID RAILROAD; AND ALSO THAT PART OF VACATED NORTH MENARD AVENUE LYING WEST OF AND ADJOINING SAID VACATED PORTION OF ARMITAGE AVENUE HEREINBEFORE DESCRIBED, IN COOK COUNTY, ILLINOIS.

5841 West Dickens  
Chicago, IL 60639  
13-32-225-005 *law*

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