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\$19.00

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT made this 30th day of April, 1986 by JOHNDEL ASSOCIATES, a partnership organized and existing under the laws of the State of Illinois (herein called the "Borrower") to SUN LIFE ASSURANCE COMPANY OF CANADA (herein called the "Lender").

W I T N E S S E T H, That:

FOR VALUE RECEIVED, Borrower hereby grants, transfers, assigns and sets over to Lender all of the right, title and interest of Borrower (i) in and to all of the rents, issues and profits of and from the property described in Exhibit A attached hereto and made a part hereof (herein called the "Property"), (ii) in and to all leases (herein generally called "Leases") now or hereafter existing on all or any part of the Property including, but not limited to, that certain lease or leases of the Property (herein generally called the "Existing Leases"), more particularly described in Exhibit B attached hereto and made a part hereof, if any.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1. Borrower hereby grants, transfers and assigns to Lender all of the right, title and interest of Borrower in and to the said Leases and in and to the right to the use and possession of the Property, including any and all of the rents, issues, profits and avails now due, which may hereafter become due under and by virtue of any lease (including the Existing Leases) whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Property which may have been heretofore or may be hereafter made or agreed to between Borrower or any other present, prior or subsequent owner of the Property or any interest therein or which may be made or agreed to by the Lender, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Property, for the purpose of securing:

(a) Payment of the proceeds of the loan evidenced by a certain note (herein called the "Note") in the principal sum of \$1,500,000 and any extensions, modifications or renewals thereof, executed by Borrower and dated of even date herewith, payable to the order of Lender, and secured by a Mortgage, Assignment of Rents and Security Agreement (herein generally called the "Mortgage") of the same date, to Lender, upon the Property, and further secured by the other "Loan Documents," as that term is defined in the Note; which Note, Mortgage and other Loan Documents are held by or for the benefit of the Lender and are expressly incorporated herein.

(b) Payment of all other "Indebtedness," as that term is defined in the Note, becoming due and payable to the Lender as herein and in the Note, Mortgage and other Loan Documents contained.

(c) Performance and discharge of each and every term, provision, condition, obligation, covenant and

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agreement of Borrower herein and in the Note, Mortgage, and other Loan Documents contained.

2. Borrower represents, warrants and agrees that (a) Borrower is lessor under the Existing Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Existing Leases are not in default; (c) Borrower is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Borrower or by any person or persons whomsoever except subject to this Assignment; and (e) that the Borrower has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Lender the rights, interest, powers and/or authorities herein granted and conferred.

3. Borrower will, from time to time, execute upon request of the Lender, any and all instruments requested by the Lender to carry this instrument into effect or to accomplish any other purposes deemed by the Lender to be necessary or appropriate in connection with this Assignment including, but without limitation, specific assignments of any lease or agreement relating to use or occupancy of the Property or any part thereof now or hereafter in effect and not specifically defined herein as an Existing Lease, as may be necessary or desirable, in the reasonable opinion of Lender, to constitute the same an Existing Lease hereunder.

4. This Assignment shall in no way operate to restrict or prevent the Lender from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Note, Mortgage or any other Loan Documents.

5. The Lender shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authority are herein granted it; and the Lender shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under said Leases or other agreement with respect to the Property.

6. The Lender shall be accountable only for such cash as it actually receives under the terms hereof.

7. Failure of the Lender to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Lender.

8. The Lender may assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and other Loan Documents for which this Assignment of Rents and Leases is given as additional security.

9. It is understood that the assignment of said Leases and of the rents, issues and profits of and from the Property as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Lender to the lessee under any said Leases or to any person liable for any of the rents, issues and profits of and from the Property or any part thereof, such lessee or person liable for any of

such rents, issues and profits shall be and is hereby authorized and directed to pay to or upon the order of Lender, and without inquiry of any nature, all rents then owing or thereafter accruing under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay rents, issues or profits in connection with the Property.

10. So long as there shall exist no Event of Default by Borrower herein or in the Note, Mortgage or other Loan Documents, Lender shall not demand from lessees under said Leases or other persons liable therefor, any of the rents, issues and profits hereby assigned but shall permit the Borrower to collect, upon but not prior to accrual, all such rents, issues and profits from the Property and the said Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section 10, upon the occurrence of an Event of Default all lessees under said Leases and all other persons liable for rents, issues and profits of and from the Property shall comply with any demands for rents made by Lender pursuant to the provisions of this Assignment of Rents and Leases and the Borrower hereby expressly authorizes said lessees and other persons to make such payments to Lender and hereby releases and discharges said lessees and other persons of, and from, liability to Borrower on account of any such payments.

11. Upon or at any time after the occurrence of an Event of Default hereunder or under the Note, Mortgage or any of the other Loan Documents, the Lender may declare all sums secured hereby immediately due and payable and may, at Lender's option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Property and each and every part and parcel thereof; and in connection therewith, the Assignee may subject to the rights, if any, of existing tenants make, cancel, enforce or modify Leases (including Existing Leases), fix or modify rents, repair, maintain and improve the Property, employ contractors, subcontractors and workmen in and about the Property, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Lender's rights hereunder and pay the reasonable fees and expenses thereof and otherwise do and perform any and all acts and things which Lender may deem necessary or appropriate in and about the Property for the protection thereof or the enforcement of Lender's rights hereunder or under the Note, Mortgage or any of the other Loan Documents; and any and all amounts expended by Lender in connection with the foregoing shall constitute so much additional Indebtedness secured hereby. Lender shall apply any monies collected by Lender, as aforesaid, less costs and expenses incurred, as aforesaid, upon any Indebtedness secured hereby in such order and manner as Lender may determine. The entering upon and taking possession of the Property, the collection of rents, issues and profits, the exercise of any of the rights herein above specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any Event of Default hereunder or under the Note, Mortgage or any of the other Loan Documents.

12. Any tenants or occupants of any part of the Property (including, without limitation, all persons claiming any interest as lessee under the Existing Leases) are hereby authorized to recognize the claims and demands of Lender hereunder without investigating the reason for any action taken by the Lender or the validity or the amount of indebtedness owing to the Lender or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Lender of any amounts to be paid to the Lender. The sole

signature of the Lender shall be sufficient for the exercise of any rights under this Agreement and the sole receipt of the Lender for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rentals collected under this Assignment of Rents and Leases shall be drawn to the exclusive order of the Lender.

13. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the said Leases, nor shall this Assignment operate to place upon Lender responsibility for the control, care, management or repair of the Property or the carrying out of any of the terms and conditions of the said Leases; nor shall it operate to make the Lender responsible or liable for any waste committed on the Property by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

14. The Borrower shall and does hereby agree to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under said 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 said Leases. Should the Lender incur any such liability, loss or damage under said 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 Borrower shall reimburse the Lender therefor immediately upon demand, and upon the failure of Borrower so to do, the Lender may declare all sums secured hereby immediately due and payable.

15. The Lender has not received nor been transferred any security deposits deposited by any lessee with the lessor under the terms of the Existing Leases and the Lender assumes no responsibility or liability for any security so deposited.

16. Borrower will not enter into any leases affecting all or any portion of the Property or modify, change, alter, supplement, amend, surrender or accept surrender of any of said Leases without in each instance Lender's prior written consent. Notwithstanding the foregoing, the prior consent of Lender shall not be required with respect to any such entering into leases, modifying, changing, altering, supplementing, amending or accepting surrender of any said leases (i) where Borrower has acted in a customary and commercially reasonable manner, (ii) where the lease has a term (including renewals or extensions thereof) of not more than three (3) years, and (iii) where the rent payable under the lease is at the prevailing rental rate for similar space in the area where the Property is located.

17. Borrower has not, and will not, accept rent in advance under any Existing Leases or other agreement or lease of all or any part of the Property excepting only customary security deposits and monthly rents for current months which may be paid in advance.

18. Borrower at Borrower's sole cost and expense, shall cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Property.

19. Upon payment in full of all Indebtedness secured hereby, this Assignment of Rents and Leases shall become and be void and of no effect and Lender shall execute and deliver to Borrower a release of same.

20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Borrower" is used herein, such reference shall be deemed to mean each Borrower whose name appears below, severally, and all such Borrowers, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Lender" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Lender named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Lender as fully and with the same effect as if such successors and assigns of Lender were herein by name designated as Lender. The term "Existing Leases" shall refer to the lease or leases described in Exhibit B hereto, whether one or more than one, if any.

21. Borrower agrees to comply with the covenants and conditions of the Loan Documents which are hereby incorporated by reference in and made a part hereof.

22. In case one or more of the following events ("Event of Default") shall occur, to-wit:

(a) If any default shall occur either in the due observance and performance of any covenant, condition, or agreement or in the truthfulness and accuracy of any representations contained herein and such default is not cured within thirty (30) days after Lender's notice to Borrower of such default; provided, however, if such default cannot be cured within such thirty (30) day period, there shall be no default hereunder provided that (i) Borrower commences to cure such default promptly after receiving such notice and proceeds diligently and without interruption thereafter to cure such default and (ii) security of Lender is not materially adversely affected by such delay; or

(d) If an "Event of Default" (as therein defined) shall have occurred pursuant to any provision of any of the other Loan Documents;

then, in any of such events, the Lender, at its option, may declare all Indebtedness remaining due under the Note immediately due and payable. Without limiting the foregoing right and without limiting any other rights and remedies of Lender at law or in equity, Lender is also entitled to the rights and remedies provided for herein or in the other Loan Documents and may enforce the covenants, agreements and undertakings of the Borrower contained herein or therein and may exercise the remedies provided for thereby or otherwise available in respect thereto, all in accordance with the terms thereof. The failure of Lender to exercise such option upon the occurrence of an Event of Default shall not be taken or construed to be a waiver of the right to exercise such option for any subsequent default, and for this purpose, the failure to pay each separate payment required hereunder when due shall be treated and considered as a separate default hereunder.

IN WITNESS WHEREOF, the Borrower has executed this Assignment of Rents and Leases as of the day, month and year first above written.

BORROWER:

JOHNDEL ASSOCIATES,  
an Illinois general partnership

By: James A. Blazina  
James A. Blazina

By: John E. Blazina  
John E. Blazina

By: Richard P. Brandstatter  
Richard P. Brandstatter

By: Thomas R. Frawley  
Thomas R. Frawley

By: Emil A. Blazina  
Emil A. Blazina

Helen M. Blazina  
Helen M. Blazina  
(as joint tenants with right  
of survivorship)

BY: Kingsbrooke Investment Group

By: Thomas R. Frawley

One of Its General Partners

ALL OF ITS GENERAL PARTNERS

THIS INSTRUMENT WAS PREPARED  
BY AND SHOULD BE RETURNED TO

Gerald M. Offutt  
McDermott, Will & Emery  
Suite 2000  
111 West Monroe Street  
Chicago, Illinois 60603  
BOX 333 - HV

Property of Cook County Clerk's Office

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

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James A. Blazina, John E. Blazina, Richard P. Brandstatter, Thomas R. Frawley, Emil A. Blazina and Helen M. Blazina, personally known to me to be the General Partners of JOHNDEL ASSOCIATES, an Illinois general partnership, and 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, as such General Partners, they signed and delivered the said instrument as General Partners of said partnership, 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 official seal, this 10<sup>th</sup> day of April, 1986.

Harold M. Seal  
Notary Public

My Commission Expires:

March 6, 1990

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Thomas J. Shanley, personally known to me to be a General Partner of KINGSBROOKE INVESMENT GROUP, an Illinois general partnership, and 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, as such General Partner, he signed and delivered the said instrument as General Partner of said partnership, as his 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 official seal, this 10<sup>th</sup> day of April, 1986.

Harold M. Seal  
Notary Public

My Commission Expires:

March 6, 1990





EXHIBIT A

PARCEL 1:  
LOT 2 IN HIGGINS SUBDIVISION BEING A SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED 24475659, IN COOK COUNTY, ILLINOIS

PARCEL 2:  
EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR COMMON DRIVEWAY AS CREATED BY AGREEMENT DATED SEPTEMBER 15, 1979 AND RECORDED APRIL 28, 1980 AS

DOCUMENT 25438603 BETWEEN PALATINE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 3135 AND THE BANK OF ELK GROVE VILLAGE AS TRUSTEE UNDER TRUST NO. 1560 OVER A STRIP OF LAND 12 FEET IN WIDTH AND 45 FEET IN DEPTH AS DEPICTED ON EXHIBIT A OF SAID AGREEMENT ADJACENT TO THE WEST LINE OF PARCEL 1 AND RUNNING NORTH TO A LINE 45 FEET NORTH OF AS MEASURED PARALLEL TO THE NORTH LINE OF HIGGINS ROAD IN COOK COUNTY, ILLINOIS

PARCEL 3:  
EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS, EGRESS AND PARKING AS CREATED BY AGREEMENT DATED SEPTEMBER 15, 1979 AND RECORDED APRIL 29, 1980 AS DOCUMENT 25439780 BETWEEN PALATINE NATIONAL BANK AS TRUSTEE UNDER TRUST NO. 3135 AND PRINCE OF PEACE EVANGELICAL LUTHERAN CHURCH OF HOFFMAN ESTATES, AN ILLINOIS NOT-FOR-PROFIT CORPORATION OVER A STRIP OF LAND 44 FEET IN WIDTH, AS MEASURED EAST OF AND PARALLEL TO THE EAST LINE OF PARCEL 1, AND 170.39 FEET IN DEPTH, AS MEASURED NORTH OF AND PARALLEL TO THE NORTH LINE OF HIGGINS ROAD IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 07 09 300 017 0000  
Street Address: 1030 Higgins Road, Hoffman Estates, Illinois

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LIST OF LEASES

By and between Richard W. Culver, Ltd., and Schulze, Baker & Associates, Ltd., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated September 10, 1983, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 101-112 (Suites 103 and 105), Hoffman Estates, Illinois:

By and between Richard W. Culver, Ltd., and Schulze, Baker & Associates, Ltd., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated August 20, 1985, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 113-116 (Suite 107), Hoffman Estates, Illinois;

By and between R.B.D., Ltd., as Lessee, and Johndel Associates, as Lessor, dated March 1, 1986, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 137-164 (Suites 104-118), Hoffman Estates, Illinois;

By and between Magic Chef, Inc., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated June 27, 1984, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 117-120 (Suite 109), Hoffman Estates, Illinois;

By and between Dr. Gary Gruendeman, and Thea Gruendeman, as Lessee, and F.R.I., Inc., as Agent for Lessor, dated February 20, 1983, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 121 thru 124 (Suite 111), Hoffman Estates, Illinois;

By and between Rubbermaid Incorporated, as Lessee, and F.R.I., Inc., as Agent for Lessor, dated September 26, 1983, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 125-132 (Suite 115), Hoffman Estates, Illinois;

By and between Rudd and Associates, Ltd., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated August 15, 1984, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 201-215 (Suite 201), Hoffman Estates, Illinois;

By and between Rudd and Associates, Ltd., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated August 15, 1984, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 216-223 (Suite 209), Hoffman Estates, Illinois;

By and between Furem Realty Investments, Inc., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated July 21, 1983, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 241-244 (Suite 206), Hoffman Estates, Illinois;

By and between Furem Realty Investments, Inc., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated July 20, 1984, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 233-240 (Suite 202), Hoffman Estates, Illinois;

By and between The Station Break, Inc., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated April 8, 1985, concerning the property commonly known as Higgins Executive

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House, 1030 West Higgins Road, Unit Nos. 245-254 (Suite 212), Hoffman Estates, Illinois;

By and between Dennis M. McFarlin, as Lessee, and F.R.I., Inc., as Agent for Lessor, dated October 14, 1983, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 224-226 (Suite 213), Hoffman Estates, Illinois;

By and between A. J. Schuurman, Inc., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated April 3, 1984, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 227-232 (Suite 217), Hoffman Estates, Illinois;

By and between Vinette J. Smith, as Lessee, and F.R.I., Inc., as Agent for Lessor, dated July 22, 1983, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 260-264 (Suite 218), Hoffman Estates, Illinois;

By and between Ambulatory Monitoring Laboratories, Inc., as Lessee, and F.R.I., Inc., as Agent for Lessor, dated December 27, 1985, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 133-136 (Suite 102), Hoffman Estates, Illinois;

By and between Parker<sup>712</sup>-Chapley Construction Company, as Lessee, and Jchnel Associates, as Lessor, dated December 31, 1985, concerning the property commonly known as Higgins Executive House, 1030 West Higgins Road, Unit Nos. 255-259 (Suite 214), Hoffman Estates, Illinois.

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