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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 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 Assignor claiming that a default has occurred under any of the Leases on the part of the Assignor, 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, except to that mortgage securing the
note

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.

9. That Assignor shall deliver to Assignee concurrently with execution and delivery of this assignment one executed original of each of the Leases shown on the Schedule of Leases attached hereto, and that all other executed original counterparts of all Leases, whether presently existing or hereafter arising, shall be marked prominently with the legend:

"Rights in and to this Lease have been assigned, and security interest hereto have been granted to Northern Trust Bank/ Woodfield pursuant to an Assignment of Rents and Leases dated as of January 6, 1986."

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 has occurred under the terms and conditions of the Note or any agreement respecting indebtedness evidenced by the Note, or any other evidence of or agreement respecting obligations and liabilities

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, dated as of January 6, 1986, is by and between John and Mary Ann Anselmo (hereinafter called "Assignor"), and NORTHERN TRUST BANK/WOODFIELD, 1501 Woodfield Road, Schaumburg, Illinois 60195 (hereinafter called "Assignee").

W I T N E S S E T H

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 Assignor in, to and under all leases of the real estate described in 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 and given as collateral security for payment and performance in full of any and all indebtedness, obligations and liabilities of the Assignor to the Assignee, whether now existing or hereafter arising, due or to become due, direct, indirect or contingent, joint or several or joint and several, including without limitation obligations and liabilities of Assignor under a certain note, dated as of January 6, 1986, in the original principal amount of Two Hundred Eighty Eight Thousand (\$288,000.00) (the "Note"); and as security for all expenses and charges, legal or otherwise, including attorneys' fees paid or incurred by Assignee in realizing upon or protecting this Assignment or the indebtedness secured hereby.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire lessor's interest in the Leases is and shall be vested in Assignor and that Assignor has not, and 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.

2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been

Prepared by: M. A. Anselmo
Northern Trust Bank/ Woodfield
1501 Woodfield Road
Schaumburg, Illinois 60195

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secured hereby (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 hereunder, any failure to pay the obligations secured hereby when and as due, or any default or Event of Default under the Note or any agreement respecting indebtedness evidenced by the Note, or any other evidence of or agreement respecting obligations and liabilities secured hereby, 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.

Assignor hereby irrevocably appoints Assignee its true and lawful attorney, which appointment is irrevocable and coupled with an interest, 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 Assignor 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 Assignor 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 Assignor in respect of all payments so made.

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

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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 Assignor 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 payments due from Assignor to Assignee under the Loan and Guaranty Agreement, 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 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 in 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 Loan and Guaranty Agreement or any other instrument constituting security therefor, 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

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ACKNOWLEDGEMENT AND CONSENT TO ASSIGNMENT

Anselmo Enterprises, Ltd. ("Lessee") is the lessee of certain real estate commonly known as 938 & 940 Lunt Ave. Schaumburg, IL 60195, a part of the Premises (as defined in the foregoing Assignment Agreement) under that certain lease dated as of , 19 , (the "Lease") between Lessee and John and Mary Ann Anselmo ("Lessor"). Lessee understands that Lessor will grant a security interest in and assign the Lease to Northern Trust Bank/ Woodfield ("Bank"), located at 1501 Woodfield Road, Schaumburg, Illinois 60195, in order to induce the Bank to extend credit to Lessor and that the Bank requires this Acknowledgement as a further inducement to the Bank to extend credit. In consideration of the bank agreeing to extend such credit, Lessee states as follows:

1. Lessee is the lessee under the Lease, a true and complete copy of which is attached hereto as Schedule A. The Lease is in effect and has not been amended or modified in any way. Lessee is in possession of all parts of the Premises covered by the Lease and hereby affirms that the Premises are in good condition. As of the date of this Acknowledgement, Lessee has no knowledge of any default by Lessor under the Lease. Lessee understands and agrees that the Lease cannot be cancelled or terminated except as specifically stated in the Lease.
2. Lessee agrees that the Bank is accepting assignment of the Lease for collateral purposes only and that the Bank shall have no obligations whatsoever under the Lease. Lessee agrees that it has no counterclaim or defense that is good against the Bank. Lessee shall make all payments when and as due under the Lease without deduction or offset of any type.
3. Lessee has made rental payments to Lessor under the Lease. Upon receiving notice from the Bank, Lessee shall make all payments due under the Lease to the Bank or as the Bank otherwise shall direct.
4. Lessee agrees that its interest in the Lease is subordinate to the Bank's security interest. Lessee shall not assign or amend the Lease in any way without the Bank's prior written consent.

Dated this 6th day of January, 1986.

LESSEE

Anselmo Enterprises, Ltd.

By: [Signature]

Title: PRES

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EXHIBIT A 0 0 1 / 0 0 0 0

LEGAL DESCRIPTION

Lot 26 and 27 in Centex-Schaumburg Industrial Park Unit 154,
being a Subdivision in the North Half of Section 33, Township 41 North,
Range 10, East of the Third Principal Meridian, Cook County, Illinois

Common Street Address: 938 and 940 Lunt Ave, Schaumburg, Illinois 60195

Permanent Tax Identification Number: 07-33-101-2040000.

07-33-101-024 *Lot. 26*
033 *Lot. 27*

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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.

The term "Assignor" and "Assignee" 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.

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

Assignor:

John Anselmo

Mary Ann Anselmo

STATE OF Illinois)
COUNTY OF Lake)

I, Cathy M. Ugolini, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that John and Mary Ann Anselmo husband & ^{wife}, personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that ~~they~~ they signed and delivered the said instrument as ~~their~~ their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial, seal this 13th day of January, 1986.

Cathy M. Ugolini
NOTARY PUBLIC

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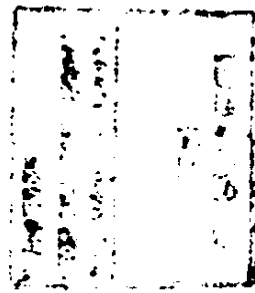
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