

\$17.00

ASSIGNMENT OF RENTS AND LEASES

70-49-758 D's @ Under

THIS ASSIGNMENT OF RENTS AND LEASES made this 12 day of JUNE, 1986, by and between AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated October 29, 1984, and known as Trust No. 62623 (hereinafter referred to as "Assignor"), and HOUSEHOLD BANK, f.s.b., of Prospect Heights, Illinois (hereinafter referred to as "Assignee").

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits, including but not limited to earnings, deposits, escrows or security deposits due Assignor by reason of any lease ("Lease"), of and from the real estate legally described in Exhibit A attached hereto and made a part hereof (herein called the "Premises"), and (ii) in and to all leases, written or oral, possession or occupancy agreements, if any, and any renewals or extensions (herein generally called "Leases") now or hereafter existing on all or any part of the Premises.

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

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the said Leases and in and to the right to the use and possession of the Premises, 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, future Leases and occupancy agreements) whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises, for the purpose of securing:

- a) Payment of the indebtedness evidenced by that certain Mortgage Note in the principal sum of \$1,650,000 (herein called the "Note") and any extension, modifications or renewals thereof, executed by Assignor, and dated JUNE 12, 1986 payable to the order of Assignee, and secured by a Mortgage (herein generally called the "Mortgage") of the same date, to Assignee, as mortgage, upon the Premises, which Mortgage was duly recorded in Cook County, Illinois as Document No. 86248226; which Mortgage and Note are held by or for the benefit of the Assignee.
- b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Mortgage contained.
- c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Mortgage contained.

2. Assignor represents and agrees that (a) Assignor or its agent is lessor under any Leases for the Premises; (b) any Lease or Leases are not in default; (c) Assignor 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 those presents be sold, assigned, transferred

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or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (e) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred.

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

4. This Assignment of Rents and Leases shall in no way operate to restrict or prevent the Assignee 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 Mortgage and/or the Note.

5. Assignee 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 Assignee 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 Premises.

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

7. Failure of the Assignee 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 Assignee.

8. Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage 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 Premises as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Assignee after occurrence of an Event of Default under the Note or Mortgage ("Event of Default") to the lessee, under any Leases or to any person liable for any of the rents, issues and profit of and from the Premises 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 Assignee, 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 rights to an obligation to pay rents, issues or profits in connection with the Premises.

10. So long as there shall exist no Event of Default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in the Note or Mortgage contained, Assignee 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 Assignor to collect, upon but not prior to accrual, all such rents, issues and profits from the Premises and the said Leases and to retain and enjoy the same and all lessees under any Leases and all other persons liable for rents, issues and profits

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of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without questioning the validity of actions or demands of Assignee.

11. Upon or at any time after an Event of Default, the Assignee, at Assignee's option, before or after the Note or Mortgage is declared due in accordance with its terms and before or after any required cure periods, at Assignee's option, without notice, either in person or by agent, with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises, including possession of documents and books and records relating thereto, and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, pay liens on the Premises at its option, 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 Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Note or Mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional indebtedness secured hereby. Assignee shall apply any monies collected by Assignee, first to the operation of the Premises as aforesaid, less costs and expenses incurred, including reasonable attorneys' fees, the balance upon any indebtedness secured hereby in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises, 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 default hereunder or under the Note or Mortgage, nor shall it act to cause the Assignee to become a Mortgagee in Possession. At Assignee's option, upon taking possession, it may exclude Assignors and their agents from the Premises. The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of rents, income and profits of the Premises.

12. Any tenants or occupants of any part of the Premises are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Assignee of any amounts to be paid to Assignee. The sole signature of the Assignee under this Agreement and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment of Rents and Leases shall, at the option of Assignee, be drawn to the exclusive order of the Assignee.

13. The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Assignee, be deemed or construed to constitute the Assignee a Mortgagee in Possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake

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to perform or discharge any obligation, duty or liability of the landlord under any leases or under or by reason of this Assignment. Assignee shall have no liability to Assignors or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of incurrence (or if the Note has been paid in full at the time of incurrence, then at the rate applicable to the Note at the time of such payment in full), shall be secured by this Assignment and by the Mortgage, and the Assignors shall reimburse the Assignee therefore immediately upon demand. Assignors obligation to so pay to survive payment of the indebtedness hereby secured and the release of this Assignment.

14. After an Event of Default, the Assignors do hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignors with full power of substitution for Assignors and in Assignors' name, place and stead to ask, demand, collect, receive, receipt for, use for, compound and give acquittance for, any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignors could do, and to endorse the name of the Assignors or any of them on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignors or any of them, or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

15. Assignor shall and does hereby agree to indemnify and to hold Assignee 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 of Rents and Leases 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 Assignee incur any such liability, loss or damage under said Lease or under or by reason of this Assignment of Rents and Leases, 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 Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

16. Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of any Lease and the Assignee assumes no responsibility or liability for any security so deposited.

17. Section 17 is intentionally omitted.

18. Assignor has not, and will not, accept rent in advance under any Lease or other agreement or lease of all or any part of the Premises excepting only monthly rents for current months which may be paid in advance, but in no event more than two (2) months in advance.

19. Upon an Event of Default, Assignor shall cause this Assignment of Rents and Leases to be served upon the lessee under said Leases and, at Assignor's sole cost and expense, to cause this Assignment of Rents and Leases 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

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notice of this Assignment of Rents and Leases and the terms and provisions hereof as applicable to the Premises.

20. Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall become and be void and of no effect.

21. This Assignment of Rents and Leases includes and establishes a present absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, and not merely the passing of a security interest, but so long as no event of default shall exist under the Note or the Mortgage and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignors shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any lease as they respectively become due.

22. This Assignment of Rents and Leases applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Whenever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Whenever the term "Assignee" 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 Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee.

23. The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

24. The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

25. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining portions hereof shall in no way be affected thereby.

26. This Assignment of Rents and Leases is executed by American National Bank & Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Mortgage or in said Note or Notes contained shall be construed as creating any liability of American National Bank & Trust Company of Chicago personally to pay the said Note or Notes or any interest that may accrue

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thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as American National Bank & Trust Company of Chicago, personally is concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Mortgage created, in the manner herein and in said Mortgage and Note or Notes provided.

IN WITNESS WHEREOF, American National Bank & Trust Company of Chicago, not personally, but as Trustee as aforesaid, has caused the corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, as of the day and year first above written.

American National Bank & Trust Company of Chicago, not personally, but as Trustee as aforesaid

By: [Signature]
Vice President

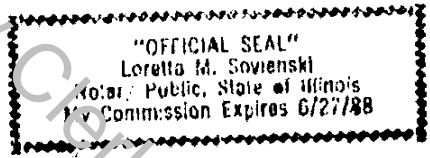
(Seal)
ATTEST:

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1986 JUN 18 PM 2:10

86248226

Asst Secretary [Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



LORETTA M. SOVIENSKI

I, _____, a Notary Public in and for the County and State aforesaid, do hereby certify that J. MICHAEL WIDELAN, Vice President of American National Bank & Trust Company of Chicago, and [Signature], Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said ASSISTANT 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 as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1986.

JUN 13 1986

Loretta M. Sovienski
Notary Public

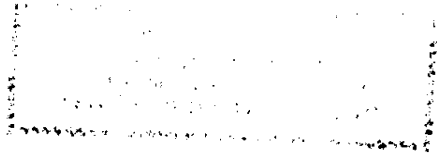
My commission expires:

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The undersigned, being the owners in the aggregate of one hundred percent (100%) of the beneficial interest in, and being all of the beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents and Leases, hereby consent to and join in the foregoing Assignment of Rents and Leases, intending hereby to bind any interest they or each of them and their respective heirs, executors, administrators, successors or assigns may have in the Premises described in the foregoing Assignment of Rents and Leases, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignors in said Assignment of Rents and Leases. Nothing herein contained shall be deemed to render the undersigned personally liable upon any obligation for payments provided in the foregoing Assignment of Rents and Leases, or personally liable for the performance of other covenants and obligations therein stated, and the sole recourse of Assignee shall be to assert its rights against the Premises and any Collateral then held by Assignee as additional security for the Note.

Date: JUNE 12, 1986

INLAND PARKWAY PLAZA LIMITED
PARTNERSHIP, an Illinois Limited
Partnership

By: Inland Real Estate Investment
Corporation, general partner

By: [Signature]
ar.v.p.

ATTEST:

[Signature]
Asst. Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Samuel A. Orticelli, a Notary Public in and for the County and State aforesaid, do hereby certify that Wayne M. Martin Senior Vice President of Inland Real Estate Investment Corporation, and Janice J. Hadia Assistant Secretary of Inland Real Estate Investment Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, 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 Corporation, did affix the corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of June, 1986.

[Signature]
Notary Public

My Commission Expires:
2/22/87

THIS INSTRUMENT PREPARED BY
AND MAIL TO:

Richard A. Merel
GARFIELD & MEREL, LTD.
205 W. Randolph Street
Chicago, Illinois 60606

BOX 339-HV
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EXHIBIT A
LEGAL DESCRIPTION FOR
PARKWAY PLAZA APARTMENTS
NORRIDGE, ILLINOIS

THE NORTH 230 FEET OF THE EAST 1001.68 FEET (EXCEPTING THEREFROM THE WESTERLY 708.68 FEET THEREOF AND EXCEPTING THEREFROM THAT PART TAKEN FOR SAYRE AVENUE) OF THAT PART OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 13-18-100-094
13-18-100-095

Property Address:

4542- 4554 Sayre ave
7001- 7005 Wilson
NorrIDGE, Illinois

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