

86294624

1600

ASSIGNMENT OF LEASES

FOR VALUE RECEIVED, the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated January 12, 1981 and known as Trust No. 50238 ("Assignor"), hereby assigns, transfers and sets over to BENEFICIAL STANDARD LIFE INSURANCE COMPANY, a California corporation ("Assignee"), all interest of the undersigned in the leases (or extensions or renewals thereof) described in the schedule set forth on Exhibit A attached hereto and made a part hereof between Assignor (or its predecessors) as lessor, and the lessees named in said schedule (hereinafter called "Lessees") and all future leases (all such present and future leases are collectively referred to herein as the "Leases"), demising and leasing all or portions of the premises legally described on Exhibit B attached hereto and made a part hereof (the "Property") together with all rents payable under the Leases and all benefits and advantages to be derived therefrom, to hold and receive them unto the Assignee, and together with all rights against guarantors, if any, of Lessees' obligations under the Leases.

1. The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases and Assignor's rights in and under the Leases as the Assignor might have pursued but for this Assignment of Leases ("Assignment").

2. Assignor represents that as of the date hereof, the Leases are in full force and effect; that it has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of any of the Lessees, or the Assignor, as Lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Leases contained; and Assignor knows of no condition which with the giving of notice or the passage of time or both would constitute a default on the part of any of the Lessees or Assignor; that no rent has been paid by any Lessee for more than one installment in advance, and that the payment of none of the rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor; that no security deposit has been made by any Lessee under the Leases except as shown on Exhibit A.

3. The Assignor agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder;

(b) the Assignor shall furnish rental insurance to the Assignee covering a period of twelve months, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Assignee;

86294624

② of 3
EIKS

(EIK) 101-64-02

UNOFFICIAL COPY

CP-1000001

15040500

Handwritten initials or marks in the top right corner.

Property of Cook County Clerk's Office

Faint, mostly illegible text, likely a document or form, possibly containing a list or table of information.

Vertical handwritten text on the right margin, possibly a date or reference number.

Small handwritten mark or text on the left margin.

UNOFFICIAL COPY

3 5 2 7 4 5 2 4

(c) not to terminate, modify or amend any of the Leases or any of the terms thereof without the written consent of Assignee;

(d) not to enter into any leases for space in the Property without the prior written consent of Assignee;

(e) not to collect any of the rent, income and profits arising or accruing under any of the Leases in advance of the time when the same become due under the terms thereof, except as permitted by the Mortgage (as hereinafter defined);

(f) not to discount any future accruing rents;

(g) not to execute any other assignments of any of the Leases or any interest therein or any of the rents thereunder except, subject hereto, to a purchaser of the mortgaged premises;

(h) to perform all of Assignor's covenants and agreements as Lessor under the Leases and not to suffer or permit to occur any release of liability of any of the Lessees, or any right to the Lessees to withhold payment of rent unless by doing so Assignor would incur costs and expenses in excess of the amount of such release;

(i) if so requested by the Assignee, to enforce the Leases and all remedies available to the Assignor against the Lessees, in case of default under any of the Leases by any of the Lessees unless by doing so Assignor would incur costs and expenses in excess of the amount recoverable by such enforcement;

(j) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment;

(k) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof until the indebtedness secured hereby is repaid in full;

(l) not to request, consent to, agree to or accept a subordination of any of the Leases to any mortgage or other encumbrance now or hereafter affecting the premises.

4. This assignment is given as additional security for the payment of the note of Assignor of even date herewith in the principal sum of \$1,250,000 (the "Note"), held by the Assignee and all other sums secured by the mortgage ("Mortgage") of even date herewith from Assignor to Assignee conveying premises of which those demised in the Leases form all or a part. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the demised premises and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage, or in such other manner as may be provided for in the Mortgage or in any

UNOFFICIAL COPY

Property of Cook County Clerk's Office

4-21-2014

UNOFFICIAL COPY

6 5 2 7 4 6 2 4

general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

6. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under any of the 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 any of the Leases. Should the Assignee incur any such liability, loss or damage under any of the 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 the Assignor shall reimburse the Assignee therefor immediately upon demand.

7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note or Mortgage and any applicable grace period, if any, has expired, but upon the occurrence of any such default, the Assignee shall be entitled, upon notice to the Lessees, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessees to pay all such amounts to the Assignee without proof of the default relied upon. The Lessees are hereby irrevocably authorized by Assignor to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Leases, or any of them, or for the performance of any of Lessees' undertakings under the Leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

8. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.

86294624

UNOFFICIAL COPY

the State of Illinois, County of Cook, in and to the Court of the said County, do hereby certify that the following is a true and correct copy of the original as shown to the undersigned:

The original of the above described document was produced to the undersigned by the County of Cook, Illinois, and the undersigned has examined the original and has found the same to be a true and correct copy of the original as shown to the undersigned.

In testimony whereof, the undersigned has hereunto set her hand and the seal of the Court of the said County, this 14th day of August, 2013.

[Signature]
County Clerk

Property of Cook County Clerk's Office

1000000000

Done at Chicago, Illinois, this 14th day of August, 2013.

UNOFFICIAL COPY

8 5 2 9 4 6 2 4

9. This Assignment shall include any extensions and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions and renewals.

10. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor", "Assignee" and "Lessees" wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

11. The grace period and notice provisions of the Mortgage shall be applicable to any default hereunder.

12. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

13. This Assignment shall be governed by and construed under the laws of the State of Illinois.

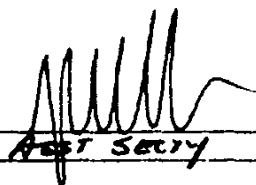
14. This assignment is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on Assignor or on said Bank personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this exculpation clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as Assignor and its successors and said Bank personally are concerned, the Holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the premises and the rents, issues and profits thereof, for the payment thereof, by the enforcement of the lien created by the Mortgage, in the manner therein and in the Note provided; (2) any other security given to secure said indebtedness; or (3) the personal liability of the guarantors of the Note.

EXECUTED as of July 1, 1986, 1986.

ATTEST


AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
not personally but as Trustee
under Trust No. 50238

By:
Its



Trust Secretary

By:
Its



2ND VP

86294624

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Section 101
The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1911.

Section 102
The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1912.

Section 103
The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1913.

Section 104
The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1914.

Section 105
The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1915.

Section 106
The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1916.

Section 107
The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1917.

Section 108
The following is a list of the names of the persons who have been appointed to the office of Justice of the Peace for the County of Cook, Illinois, for the term ending on the 31st day of December, 1918.

100-10000

1918

UNOFFICIAL COPY

3 7 2 9 1 5 2 4

STATE OF ILLINOIS)
)
COUNTY OF COOK)

JUL 15 PM 12:47
SS.

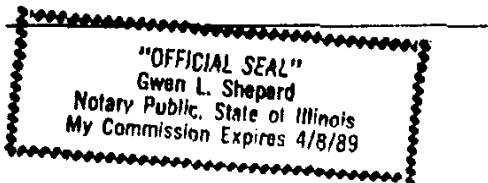
86294624

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that P. JOHANSEN and J. Michael Whelan of American National Bank and Trust Company of Chicago, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT SECRETARY and ASSISTANT SECRETARY respectively 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, as Trustee as aforesaid for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY did affix the corporate seal of the 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 10 day of JUL 10 1986, 1986.

Gwen L. Shepard
Notary Public

My Commission Expires:



This instrument was prepared by:

Miriam G. Morse
Sonnenschein, Carlin, Nath & Rosenthal
8000 Sears Tower
Chicago, IL 60606

Box 179

86294624

HV

UNOFFICIAL COPY

STATE OF ILLINOIS
DEPARTMENT OF REVENUE

IN SENATE
JANUARY 17, 1933

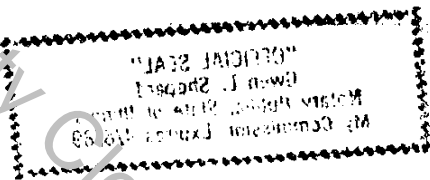
REPORT OF THE
COMMISSIONER OF REVENUE
FOR THE YEAR ENDING
DECEMBER 31, 1932

THE COMMISSIONER OF REVENUE
HAS THE HONOR TO REPORT
TO THE SENATE THE RESULTS
OF HIS ADMINISTRATION
DURING THE YEAR ENDING
DECEMBER 31, 1932.

THE REVENUE RECEIVED
DURING THE YEAR ENDING
DECEMBER 31, 1932,
WAS \$1,100,000,000,
AS COMPARED WITH
\$1,000,000,000 IN
1931.

THE REVENUE RECEIVED
DURING THE YEAR ENDING
DECEMBER 31, 1932,
WAS \$1,100,000,000,
AS COMPARED WITH
\$1,000,000,000 IN
1931.

Property of Cook County Clerk's Office



RECEIVED
JAN 18 1933
STATE OF ILLINOIS
DEPARTMENT OF REVENUE

801

RECEIVED

Exhibit A

Lease Schedule

1. Lease dated March 6, 1981 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 12, 1981 and known as Trust No. 50238 and Donald C. Rasmussen, Lessors and Aldi Inc., an Illinois corporation, Lessee, for a term of ten years with options to renew.

2. Lease dated April 29, 1982 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 12, 1981 and known as Trust No. 50238 and Donald C. Rasmussen, Lessors and Perry Drugs Co., an Illinois corporation, Lessee, for a term of twenty years with options to renew.

3. Lease dated April 24, 1984 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 12, 1981 and known as Trust No. 50238, Lessor and Volume Shoe Corporation, a Missouri corporation, Lessee, for a term of ten years with options to renew.

4. Lease dated May 22, 1984 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 12, 1981 and known as Trust No. 50238, Lessor and Little Caesar Enterprises, Inc., Lessee, for a term of five years with options to renew.

5. Lease dated January 30, 1986 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated January 12, 1981 and known as Trust No. 50238, Lessor and Marotta Enterprize, LTD., an Illinois corporation, Lessee, for a one year term with an option to renew.

86294624

UNOFFICIAL COPY

Property of Cook County Clerk's Office

Esapeap

UNOFFICIAL COPY

EXHIBIT B

PARCEL 1:

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20 IN BLOCK 4 IN FALCONER'S SECOND ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL THAT PART OF THE NORTH-SOUTH 16 FOOT PUBLIC ALLEY LYING WEST OF THE WEST LINE OF LOTS 6 TO 10, BOTH INCLUSIVE; LYING EAST OF THE EAST LINE OF LOT 11; LYING NORTH OF A LINE DRAWN FROM THE SOUTH WEST CORNER OF SAID LOT 10 TO THE SOUTH EAST CORNER OF SAID LOT 11; AND LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 11, ALL IN BLOCK 4 IN FALCONER'S SECOND ADDITION TO CHICAGO A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 2820 N. Cicero AND
4840 W. Diversey
Chicago, IL

PIN: 13-28-231-023 (17-20)
13-28-231-036 (7-10)
13-28-231-039 (11-15)
13-28-231-040 (1-6)
13-28-231-041 (16-17)

86294624

UNOFFICIAL COPY

PARCEL 1

Property of Cook County Clerk's Office

PARCEL 2

12/15/2011

12/15/2011