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FOR VALUE RECEIVED, Palatine National Bank an Illinois Corporation, not personally, but solely as Trustee under Trust Agreement dated April 27, 1984 and known as Trust Number 4309 and Thomas F. Johnson and Ellen Y. Johnson, 4009 Rutgers in Northbrook, Illinois ----- personally and as ----- sole beneficiaries of said Trust, (hereinafter collectively referred to as the "Assignor"), do hereby assign to GOLF MILL STATE BANK, an Illinois banking association (the "Assignee"), Assignor's entire position as Lessor under those certain Store Leases as shown on the Schedule of Leases attached hereto as Exhibit "B" and made a part hereof (the "Leases") of that certain real property improved with a 12,000 sq.ft. commercial building commonly known as 591-603 Chaddick ----- in the City of Wheeling, County of Cook, State of Illinois, legally described on Exhibit "A" attached hereto and made a part hereof, together with all rents (or payments in lieu of rents) payable under the Leases and all benefits and advantages to be derived therefrom.

Assignor does hereby empower 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 as Assignor may have pursued or for this Assignment.

Assignor warrants that the Leases are in full force and effect, and that the copies thereof heretofore delivered to Assignee are true and correct copies; that Assignor has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of the Lessees, or Assignor, as Lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Leases contained; that no rent has been paid by the Lessees for more than two months 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 Assignor directly or indirectly by assuming any of Lessees' obligations with respect to other premises; that no security deposit has been made by Lessees under the Leases except as provided in the Leases.

Assignor hereby agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessees hereunder, and that it will not, without the express written consent of Assignee, transfer or convey the fee title to said premises to the Lessees without requiring the Lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the Mortgage Note and Mortgage hereinafter described;

(b) that if the Leases provide for the abatement of rent during repair of the demised premises by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Assignee;

(c) not to terminate, modify or amend the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of Assignee and that any attempted termination, modification or amendment of the Leases without such written consent shall be null and void;

This Document Prepared By and Mail To:

KAREN PRUBAN
Golf Mill State Bank
9101 Greenwood
Niles, Illinois

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535 (001) 105710/3 EP 659-01-01

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(d) not to collect any of the rent, (income) and profits arising or accruing under the Leases in advance of the time when the same become due under the terms thereof;

(e) not to discount any future accruing rents;

(f) not to execute any other assignments of the Leases or any interest therein or any of the rents thereunder;

(g) 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 the Lessees, or any rights to the Lessees to withhold payment of rent, and to give prompt notices to Assignee of any notice of default on the part of Assignor with respect to the Leases received from the Lessees, and to furnish Assignee with complete copies of said notices;

(h) if so requested by Assignee, to enforce one or more of the Leases and all remedies available to Assignor against any of the Lessees, in case of default under one or more of the Leases by any of the Lessees;

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

(j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any lease 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;

(k) not to alter, modify or change the terms of any guarantees of the Leases or cancel or terminate such guarantees without the prior written consent of Assignee;

(l) not to consent to any assignments of the Leases, or subletting thereunder, whether or not in accordance with their terms, without the prior written consent of Assignee;

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

(n) not to exercise any right of election, whether specifically set forth in the Leases or otherwise, which would in any way diminish the tenant's liability or have the effect of shortening the stated term of the Leases.

This Assignment is given as additional security for the payment of the Installment Note of Palatine National Bank as Trustee under Trust # 4309 dated April 27, 1984, in the sum of \$25,000.00 and all other sums secured by the Mortgage dated August 28, 1986 from Palatine National Bank as Trustee under Trust #4309 to Golf Hill State Bank, conveying the premises of which those devised in the Leases forms all or a part. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by said Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the devised premises and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by said Mortgage, or in such manner as may be provided for in the Mortgage, or in any general Assignment of Rents relating to said premises. Nothing contained herein shall be construed as constituting Assignee as a trustee or mortgagee in possession.

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 or further assurance in favor of such

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grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose, but nothing contained herein shall prevent Assignee from terminating any subordinated lease through such foreclosure.

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

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 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 Installment Note or Mortgage, but upon the occurrence of any such default, Assignee shall be entitled upon notice to the Lessee, 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 Assignee without proof of the default relied upon. The Lessees are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be or thereafter become due under the Leases, 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.

Notwithstanding anything to the contrary or inconsistent contained in this Assignment, provided that a default has not occurred under the terms of this Assignment or of the Installment Note or Mortgage, Assignor shall retain the right to modify, alter, amend or terminate the Leases without Assignee's prior written consent.

This Assignment is intended to be supplementary to and not in substitution for or in derogation of any Assignment of Rents, whether contained in the Mortgage or in any other document.

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.

This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor", "Assignee", "Lessor" and "Lessees", wherever used herein, shall include the persons named herein and designed 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.

This Assignment is executed by Palatine National Bank not personally, but solely as Trustee as aforesaid, and anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Palatine National Bank -----, not personally but solely as Trustee under Trust Number 4309 -----, as aforesaid, while in form purporting to be the representations, covenants, undertakings

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and agreements of said PALATINE NATIONAL BANK ^{2 5 7 9 6 9 7 4} are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by PALATINE NATIONAL BANK or for the purpose or with the intention of binding said PALATINE NATIONAL BANK personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by PALATINE NATIONAL BANK, not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against PALATINE NATIONAL BANK on account of this instrument or on account of any representations, covenants, undertakings or agreements of the said PALATINE NATIONAL BANK in this instrument contained, either express or implied, all such personal liability, if any, being expressly disclaimed herein.

IN WITNESS WHEREOF, Assignor has signed and sealed this Assignment at Niles, Illinois, as of the _____ day of _____ 1986.

Nothing herein contained is intended or should be construed as a certification that Palatine National Bank, as Trustee as aforesaid has any interest in the leases described in Exhibit "B".

ASSIGNOR:

PALATINE NATIONAL BANK, not personally, but solely as Trustee, as aforesaid

By: [Signature]
Vice President

ATTEST:

By: [Signature]
Trust Officer Secretary

THOMAS F. JOHNSON AND ELLEN Y. JOHNSON, Sole Beneficiaries of Palatine National Bank, Trust No. 4309.

By: [Signature] X
Thomas F. Johnson
By: [Signature]
Ellen Y. Johnson

ASSIGNEE:

GOLF MILL STATE BANK, an Illinois Banking Association

By: [Signature]
Serge Vice President

ATTEST:

By: [Signature]
Secretary

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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STATE OF ILLINOIS)
) SS
COUNTY OF CLONTON)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that William E. Olsen and Rosanne DePase, personally known to me to be the Vice President and Trust Officer/Secretary, respectively, of PALATINE NATIONAL BANK of Palatine, Illinois whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Trust Officer/Secretary they signed and delivered the said instrument of writing as Vice President and Trust Officer/Secretary as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26th day of August, 1986.

Bethany K. Lenochow
NOTARY PUBLIC

My Commission Expires: 4-29-90

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 THOMAS F. JOHNSON AND ELLEN Y. JOHNSON of Northbrook, Illinois ----- who is 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 severally acknowledged that he signed and delivered the said instrument of writing as his free and voluntary act, and as the deed and voluntary act for the use and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of August, 1986.

John M. Rubin
NOTARY PUBLIC

My Commission Expires: 11-23-86

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 Carol A. ... and Robert A. ..., personally known to me to be the Secretary and Secretary, respectively, of GOLF HILL STATE BANK, Niles, Illinois, whose names are subscribed to the within instrument, appeared before me this day in person and severally acknowledged that as such Secretary and Secretary, they signed and delivered the said instrument of writing as Secretary and Secretary as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 10th day of August, 1986.

John M. Rubin
NOTARY PUBLIC

My Commission Expires: 11-23-86

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EXHIBIT "A"

LOTS 12 AND 13 IN PALWAUKEE BUSINESS CENTER UNIT 1, BEING A SUBDIVISION
IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED
JULY 18, 1985 AS DOCUMENT 85106826, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: ⁶⁰¹~~591~~-603 S. CHADDICK, WHEELING, ILLINOIS

PERMANENT TAX NO.: 03-11-400-001-0000 AND 03-11-400-002-0000

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EXHIBIT "B"

CERTIFIED RENT ROLL

86396994

PROJECT IDENTIFICATION : 12,000 sq. ft. Commercial Building
 ADDRESS : ~~601~~ 603 S. Chaddick, Wheeling, Illinois

TENANT	SPACE	DATE OF OCCUPANCY	LEASE COMMENCEMENT DATE	LEASE EXPIRATION DATE	MONTHLY RENT	ANNUAL RENT	SECURITY DEPOSIT
C & H Building Specialties	4,000 sq. ft.	9/5/86	9/5/86	9/30/91	2,083.33	\$25,000	\$1,000
Klodno Pivo, Inc.	8,000 sq. ft.	8/29/86	8/29/86	8/29/92			

The undersigned hereby certifies that the above is a true and accurate Certified Rent Roll.

[Signature]
 THOMAS JOHNSON
 ELLEN JOHNSON
 DATE: August 1988

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