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Ind. Co. Ill.
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N24-14640-14/233406
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ASSIGNMENT OF RENTS AND LEASES

from

WESTERN SUBURBAN INDUSTRIAL INVESTMENTS
LIMITED PARTNERSHIP,
an Illinois limited partnership

and

ALAN S. PUTTERMAN, as nominee for
American Trust Co. of Hawaii, Inc.

to

THE NORTHERN TRUST COMPANY,
an Illinois banking corporation

Dated as of October 1, 1987

87566211

Permanent Tax Index Numbers:

after recording:

Please return to:
Attn: Josie Carlson
Ticor Title Insurance
69 W. Washington
Chicago, IL 60602

Re: **BOX 15**

NTS *JL*

N24-14640-14

N24-14641-14

This Instrument Prepared by ~~and~~

~~to be returned after recording to~~

Alvin L. Kruse
James A. Schraidt
Seyfarth, Shaw, Fairweather
& Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

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ASSIGNMENT OF RENTS AND LEASES

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned, WESTERN SUBURBAN INDUSTRIAL INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership, and ALAN S. PUTTERMAN, not personally but solely as nominee for American Trust Co. of Hawaii, Inc. (collectively the "Mortgagors"), in order to secure an indebtedness in the total principal sum of Six Million Nine Hundred Thousand and No/100 Dollars (\$6,900,000), executed a Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to THE NORTHERN TRUST COMPANY, an Illinois banking corporation (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and of the Mortgage Note of the Mortgagors of even date herewith in the principal amount of \$6,900,000, secured by the Mortgage;

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the Mortgagors do hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, 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, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the leases described in Exhibit B attached hereto (the "Leases"), and (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to the Leases. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises.

The Mortgagors do hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagors do hereby irrevocably appoint the Mortgagee to be their agent for the management of the Premises, and does hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Mortgagors as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagors might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

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Section 2. Collection of Rents. The Mortgagors do hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagors to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagors or either of them and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagors to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the Mortgage, the said Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Leases of the Premises. The Mortgagors agree that they will duly perform and observe all of the terms and provisions on the lessor's part to be performed and observed under any and all leases of the Premises, including, but not limited to, the Leases, to the end that no default on the part of the lessor shall exist thereunder.

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Section 8. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 9. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 10. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 11. Construction.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction or the like shall be made determined or given by the Mortgagee in its sole discretion.

Section 12. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 13. Nonrecourse Obligation. This Assignment is a nonrecourse obligation. The Mortgagors and their general and limited partners shall have no personal liability for the payment of any amounts becoming due hereunder, and no personal liability shall be asserted or be enforceable against them because of or in respect of this Assignment or for any amounts becoming due hereunder. However, nothing herein contained shall modify or discharge the

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personal liability of any guarantor hereof or of any of the indebtedness hereby secured.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of October 1, 1987.

WESTERN SUBURBAN INDUSTRIAL INVESTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership,

By TOMASZ/SHIDLER INVESTMENT CORPORATION, an Illinois corporation, General Partner

By Michael T. Tomasz
Michael T. Tomasz, President

(SEAL)

ATTEST:

Suzanne Bessette-Smith
Suzanne Bessette-Smith,
Assistant Secretary

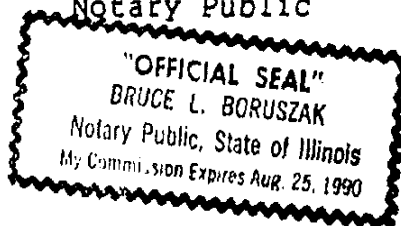
Alan S. Putterman a nominee
Alan S. Putterman, not personally
but solely as nominee as aforesaid

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 1st day of October, 1987, by Michael T. Tomasz and Suzanne Bessette-Smith, President and Assistant Secretary, respectively, of Tomasz/Shidler Investment Corporation, an Illinois corporation, general partner of Western Suburban Industrial Investments Limited Partnership, an Illinois limited partnership, on behalf of said limited partnership.

Bruce L. Boruszak
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)



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The foregoing instrument was acknowledged before me this 1st day of October, 1987, by Alan S. Putterman, as nominee for American Trust Co. of Hawaii, Inc.

Andrew J. [Signature]
Notary Public

My Commission Expires Sept. 4, 1989

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EXHIBIT A

LEGAL DESCRIPTION

Property A:

Parcel One - 1005-1035 Paramount Parkway, Batavia, Illinois,
P.I.N. 12-13-327-004

That part of Block "A" of Paramount/Batavia Park, Unit 1, lying north of a line described as follows: Commencing at the south west corner of said block "A"; thence north along the west line of said block, 380.0 feet for the beginning of said line; thence east at right angles to the west line of said block 300.00 feet to the west line of Paramount Parkway and the terminus of said line and the southerly 36.45 feet, as measured along the westerly line thereof, of vacated Douglas Road lying north of and adjoining said block "A", all being in the City of Batavia, Kane County, Illinois.

Parcel Two - 905 Paramount Parkway, Batavia, Illinois,
P.I.N. 12-13-327-003

That part of block "A" of Paramount/Batavia Park, unit 1, lying south of a line described as follows: Commencing at the south west corner of said block "A"; thence north along the west line of said block 380.00 feet for the beginning of said line; thence east at right angles to the west line of said block 300.00 feet to the west line of Paramount Parkway and the terminus of said line, in the City of Batavia, Kane County, Illinois.

Parcel Three:

Easement for railroad track, drainage and utility purposes created by Agreement recorded June 15, 1976, as Document 1366695 made by Heritage-Standard Bank and Trust Company, as Trustee under the provisions of a Trust Agreement dated March 7, 1974, and known as Trust No. 4034, Chicago Title and Trust Company, as Trustee under the provisions of a Trust Agreement dated August 14, 1974, known as Trust No. 64851, and the City of Batavia, a municipal corporation, for the benefit of Parcel 2 over that part of Lots 4, 11, and 12 of Batavia Industrial Park, Batavia, Kane County, Illinois, and that part of the West half of Section 13, Township 39 North, Range 8 East of the Third Principal Meridian, described as follows: Beginning on the Northerly right of way line of Burlington-Northern, Inc. at the Southeast corner of said Batavia Industrial Park; thence North 0° 11' 20" East along the East line of said Batavia Industrial

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Park and said East line extended North 2,660.69 feet to an old claim line; thence Westerly along said old claim line 40 feet; thence South $0^{\circ} 11' 20''$ West 2,381.56 feet; thence Southerly along curve to the right having a radius of 459.28 feet and being tangent to the last described point an arc distance of 377.05 feet to the Northerly right of way line of Burlington-Northern, Inc.; thence Easterly along said Northerly right of way line 194.85 feet to the point of beginning, in the City of Batavia, Kane County, Illinois.

Property B:

2120 Roberts Drive, Broadview, Illinois,
P.I.N. 15-22-300-024

All that part of lot 2 lying south of a line described as follows: Beginning at the northwest corner of lot 1; thence west along the south line of Roberts Drive, 269 feet; thence northwesterly along a curved line convex to the southwest and having a radius of 55 feet, 41.60 feet to a point which is on a line 15 feet north of and parallel to the south line of said Roberts Drive; thence west along aforesaid parallel line to a point in the westerly line of lot 2, in B.P.M. subdivision, being a subdivision of part of the south 1/2 of the northwest 1/4 of the southwest 1/4 of Section 22, Township 39 North, Range 12 east of the Third Principal Meridian lying northerly and easterly of Addison Creek, all in Cook County, Illinois.

Property C:

35-45 West Lake Street, Northlake, Illinois,
P.I.N. 15-06-216-025

That part of the northeast 1/4 of Section 6, Township 39 North, Range 12 east of the Third Principal Meridian, described as follows: Beginning at a point on the center line of Lake Street extended which is 1186.87 feet southeasterly (as measured on said center line and center line extended) from the point of intersection of said center line with a southward extension of the west line of block 9 in H. O. Stone North Lake Addition; thence northeasterly along a line which is parallel with a line drawn at right angles to the southwesterly line of block 10 in H. O. Stone Northlake Addition in said Section to the center line of Lake Street; thence easterly along the center line of Lake Street a distance of 342.07 feet; thence southwesterly to a point on a line which is parallel with and 200 feet northerly of, as measured at right angles from the center line of spur track I.C.C. Number 1101 of the Chicago and Northwestern Railway Company now located and established, said point being 779.46 feet northwesterly of and as measured along said parallel line the east line of the northeast 1/4 of said Section 6; thence

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EXHIBIT B

NORTHLAKE (PROPERTY C)

1. Lease ("Lease") dated October 23, 1981, by and between LaSalle National Bank, not personally, but as Trustee under a Trust Agreement dated May 12, 1969, and known as Trust No. 15923 ("Landlord") and Apex Automotive Warehouse, Inc., as successor to U-Brand Corp. ("Tenant") covering 38,137 square feet of space at 43 West Lake Street, Northlake, Illinois.
2. Lease ("Lease") dated March 15, 1979, by and between LaSalle National Bank, not personally, but as Trustee under a Trust Agreement dated May 12, 1969, and known as Trust No. 15923 ("Landlord") and Apex Automotive Warehouse, Inc. ("Tenant") covering 86,667 square feet of space at 43 West Lake Street, Northlake, Illinois.

BATAVIA #1 (PROPERTY A, PARCEL ONE)

1. Lease ("Lease") dated March 1, 1980, by and between LaSalle National Bank, not personally, but as Trustee, under a Trust Agreement dated June 14, 1979, and known as Trust No. 101255 ("Landlord") and Alcoa Building Products Division of Stolle Corporation ("Tenant") covering 32,287 square feet of space at 1005 Paramount Parkway, Batavia, Illinois.
2. Lease ("Lease") dated April 22, 1986, by and between LaSalle National Bank, not personally, but as Trustee, under a Trust Agreement dated June 14, 1979, and known as Trust No. 101255 ("Landlord") and McDougal, Littell & Company ("Tenant") covering 32,287 square feet of space at 1025 Paramount Parkway, Batavia, Illinois.

BATAVIA #2 (PROPERTY A, PARCELS TWO & THREE)

1. Lease ("Lease") dated April 22, 1983, by and between LaSalle National Bank, not personally, but as Trustee, under a Trust Agreement known as Trust No. 54984 ("Landlord") and American Can ("Tenant") covering 40,000 square feet of space at 905-911 Paramount Parkway, Batavia, Illinois.

BROADVIEW (PROPERTY B)

1. Lease ("Lease") dated August 30, 1982, by and between LaSalle National Bank, not personally, but as Trustee, under a Trust Agreement dated December 23, 1968, and known as Trust No. 38981 ("Landlord") and Bruck Plastics Co. ("Tenant") covering 28,542 square feet of space at 2120-2122 Roberts Drive, Broadview, Illinois.
2. Lease ("Lease") dated December 24, 1981, by and between LaSalle National Bank, not personally, but as Trustee, under a Trust Agreement dated December 23, 1968, and known as Trust No. 38981 ("Landlord") and The Carroll Company, Inc. ("Tenant") covering 13,136 square feet of space at 2124 Roberts Drive, Broadview, Illinois.
3. Lease ("Lease") dated July 27, 1984, by and between LaSalle National Bank, not personally, but as Trustee, under a Trust Agreement dated December 23, 1968, and known as Trust No. 38981 ("Landlord") and Barkley Filing Supplies Division Murray Envelope Corp. ("Tenant") covering 18,330 square feet of space at 2122 Roberts Drive, Broadview, Illinois.

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northwesterly along said last described parallel line to a point that is 10 feet northerly of, as measured radial thereto, the center line of spur track number 1399 now located and established; thence westerly and parallel with and 10 feet northerly of the center line of said track number 1399 to its intersection with the first mentioned line extended southwesterly; thence northeasterly along said first mentioned line extended southwesterly to the point of beginning, in Cook County, Illinois.

Property of Cook County Clerk's Office

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DEPT-01 RECORDING
TR#1111 TRAM 5571 10/20/87 13:12:00 \$19.00
#7201 # 29 #-87-566211
COOK COUNTY RECORDER

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