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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of this 12th day of November, 1987 is made and executed by NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as Trustee under a written Trust Agreement dated November 5, 1987 and known as Trust No. 3011 ("Assignor") in favor of NORTHBROOK TRUST AND SAVINGS BANK, Northbrook, Illinois ("Assignee").

RECITALS

I. This Assignment is made pursuant to a certain mortgage loan financing of even date herewith evidenced by documents described below in an amount of \$850,000.00 (the "Loan").

II. The Loan is evidenced by (i) that certain Note of even date herewith executed by the Assignor to Assignee, in the principal sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00), said note and any additional note or notes described above evidencing the Loan are hereinafter referred to as the "Note." The payment of the Note is secured by, among other things: (a) this Assignment; (b) a Mortgage (the "Mortgage") executed by Assignor pertaining to property described therein as the "mortgaged Property" and described in Exhibit A, attached hereto, and all improvements hereon and appurtenances thereto and (c) the other Loan Instruments (hereinafter defined).

GRANTING CLAUSES

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due under and the performance and observance of all covenants, conditions and obligations contained in this Assignment, the Mortgage, the Note and any other mortgages, security agreements, assignments of leases and rents, other collateral assignments, guaranties, letters of credit and any other documents and instruments now or hereafter executed and delivered to Assignee as lender to evidence, secure or guarantee the Loan or otherwise in connection with the Loan and any and all renewals, extensions, amendments, modification and replacements of this Assignment, the Mortgage, the Note, and any such other documents and instruments (this Assignment, the Note, the Mortgage, such other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit, documents and instru-

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated as of this 15th day of November, 1997, is made and executed by NORTHWOOD TRUST AND SAVING BANK, not personally, but as trustee under a written Trust Agreement dated November 2, 1997 and known as Trust No. 3011 ("Assignor") in favor of NORTHWOOD TRUST AND SAVING BANK, Northbrook, Illinois ("Assignee").

RECITALS

This Assignment is made pursuant to a certain mortgage loan financing of even date herewith evidenced by documents described below in an amount of \$250,000.00 ("Loan").

The Loan is evidenced by (i) that certain Note of even date herewith executed by the Assignor to Assignee in the principal sum of Eight Hundred Fifty Thousand Dollars (\$850,000.00), said note and any additional notes or notes described above evidencing the Loan are hereinafter referred to as the "Notes," the payment of the Note is secured by (ii) "Mortgage" executed by Assignor pertaining to property described therein as the "Mortgaged Property," and described in Exhibit A attached hereto, and all improvements thereon and appurtenances thereto and (iii) the other loan instruments (hereinafter defined).

GRANTING CLAUSES

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment of the indebtedness evidenced by the Note and the payment of all amounts due and to be performed and observance of all covenants, conditions and obligations contained in this Assignment, the Mortgage, the Note and any other mortgages, security instruments, assignments of leases and rents, other collateral assignments, guarantees, letters of credit and any other documents and instruments now or hereafter existing and delivered to Assignor as lender to evidence, to wit, to guarantee the Loan or otherwise in connection with the Loan and now and all renewals, extensions, amendments and additions and replacements of this Assignment, the Assignor hereby and any such other documents and instruments (this Assignment, the Note, the Mortgage, and other mortgages, security instruments, assignments of leases and rents, guarantees, letters of credit, documents and instru-

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ments and all renewals, extensions, amendments, modifications and replacements hereof and thereof being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") and all other indebtedness or liabilities of Assignor to Assignee, of every kind, nature and description, direct or indirect, absolute or contingent, now or hereafter owing and the performance and observance of all other covenants and obligations made in favor of Assignee (all indebtedness, liabilities, covenants and obligations secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities"), Assignor hereby assigns to Assignee, all to the right, title and interest of Assignor in:

(a) All oral and written leases with, or other agreements for use or occupancy made by, any person or entity (including, without limitation, the leases described on Schedule 1 attached hereto or in any supplement to this Assignment recorded hereafter), and any and all amendments, extensions, renewals, modifications and replacements thereof pertaining to all or any part of the Mortgaged Property, whether such leases or other agreements have been heretofore or are hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases");

(b) The rents which are due or may hereafter become due pursuant to any of the Leases and any other payments in addition to rent made by or due from any and all lessees, users or occupants under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments together with any and all other rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the Mortgaged Property are herein collectively referred to as the "Rents");

(c) All rights, powers, privileges, options and other benefits (collectively, "Rights") of Assignor under the Leases, including, without limitation:

(i) The immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, monies and security deposits or the like;

(ii) The right to make all waivers and agreements, including any waivers pertaining to the obligations of lessees;

(iii) The right to give all notices, permissions, consents and releases, including consents to any instrument which subordinate or makes paramount the interest of a lessee to the Mortgage;

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and all renewals, extensions, amendments, modifications, and replacements thereof and the right to collectively as the "Loan Instruments" and the right to collectively as the "Loan Instruments" and all other instruments or instruments of Assignor for Assignee, of every kind, nature and description, direct or indirect, absolute or contingent, now or hereafter owing and the performance and observance of all other covenants and obligations and covenants of Assignor, all instruments, liabilities, covenants and obligations secured hereby being hereinafter assigned to Assignor as "Borrower's Liabilities"; Assignor hereby assigns to Assignee, all to the right, title and interest of Assignor in:

(a) All oral and written leases with or without assignments for use or occupancy made by any person or entity (including, without limitation, the lessee) described on Schedule 1 attached hereto or in any and all amendments, renewals, extensions, modifications and replacements thereof pertaining to all or any part of the mortgaged property, whether such leases or other agreements have been heretofore or hereafter made or agreed to (such leases and other use and occupancy agreements being collectively referred to herein as the "Leases");

(b) The rents which are due or may hereafter become due pursuant to any of the Leases and any other payments in addition to rent made by or due from any and all lessees, lessors or assignors under the Leases including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (which rents and payments together with any and all other rents, issues and profits which may now or hereafter arise in connection with the ownership or operation of the mortgaged property and therein collectively referred to as the "Rents");

(c) All rights, powers, privileges, options and other interests (collectively, "Rights") of Assignor under the Leases, including, without limitation:

(i) The immediate and continuing right to receive and collect all rents, income, royalties, issues, profits, insurance proceeds, condemnation awards, monies and security deposits on the Leases;

(ii) The right to make all waivers and assignments, including any waivers pertaining to the obligations of lessees;

(iii) The right to give all notices, permissions, consents and releases, including consents to any instrument which subordinate or makes junior to the interest of a lessee to the mortgage;

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(iv) The right to take such action upon the happening of a default under the Leases (including the commencement, conduct and consummation of proceedings at law or in equity) as shall be permitted under any provisions of the Leases or by law;

(v) The right to do any and all other things whatsoever which Assignor is or may become entitled to do under the Leases including, without limitation, the right to cancel or alter leases;

(vi) The right to exercise any option required or permitted under any of the Leases;

(vii) The right to execute new leases of the Mortgaged Property; and

(viii) The rights, powers, privileges and other benefits of Assignor under any and all guaranties (the "Guaranties") of any of the Leases;

(the Leases, Rents and Rights being sometimes collectively referred to as the "Collateral") and Assignor authorizes Assignee:

(d) To manage the Mortgaged Property and take possession of the books and records relating thereto;

(e) To prosecute or defend any suits in connection with the Mortgaged Property or enforce or take any other action in connection with the Leases in the name of Assignee;

(f) To make such repairs to the Mortgaged Property as Assignee may deem advisable; and

(g) To do any and all other things with respect to the Mortgaged Property and the Collateral which an absolute owner or landlord has the right to do.

I

COVENANTS AND WARRANTIES

1.1 Present Assignment. Notwithstanding that this Assignment constitutes a present assignment of leases and rents, Assignor may collect the Rents and, subject to the terms and provisions of the Mortgage and this Assignment, manage the Mortgaged Property in the same manner as if this

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(v) The right to take such action upon the happening of a default under the lease (including the lease-covenant, conduct and continuation of operations at law or in equity) as shall be permitted under any provisions of the lease or by law;

(vi) The right to do any and all other things whatsoever which Assignor is or may become entitled to do under the lease including, without limitation, the right to cancel or alter lease;

(vii) The right to exercise any option provided or permitted under any of the lease;

(viii) The right to execute new leases of the mortgaged property; and

(ix) The rights, powers, privileges and other benefits of Assignor under any and all guaranties (the "Guaranties") of any of the lease;

(The lease, rents and rights being some or collectively referred to as the "Collateral") and Assignor and/or Assignee;

(ii) To manage the mortgaged property and take possession of the books and records relating thereto;

(c) To prosecute or defend any suits in connection with the mortgaged property or take any other action in connection with the lease in the name of Assignor;

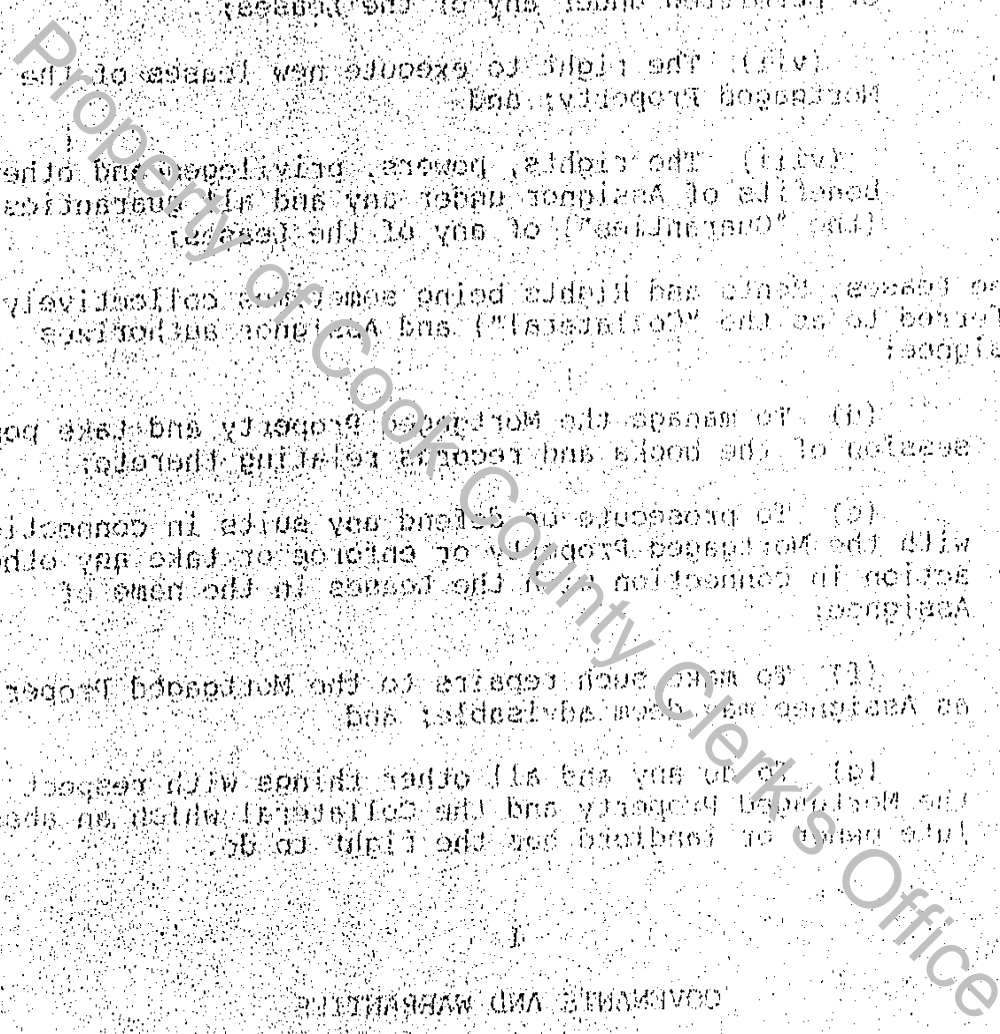
(f) To make such repairs to the mortgaged property as Assignor may deem advisable; and

(g) To do any and all other things with respect to the mortgaged property and the Collateral which are necessary or required for the right to do

COVENANTS AND WARRANTIES

1.1. Assignor, Assignee, and Assignee, notwithstanding that this Assignment contains a present assignment of lease and rents, fixtures and other interests and subject to the terms and provisions of the mortgage and this Assignment, shall manage the mortgaged property in the same manner as if this

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Assignment had not been given, but only if and so long as an Event of Default (defined hereafter) has not occurred. If an Event of Default occurs, the right of Assignor to collect the Rents and to manage the Mortgaged Property shall thereupon automatically terminate and such right together with the other rights, powers and authorizations contained herein shall belong exclusively to Assignee.

1.2 Power Coupled with Interest. This Assignment of Leases and Rents confers upon Assignee a power coupled with an interest and cannot be revoked by Assignor.

1.3 No Other Assignment. Assignor represents and warrants as follows: (i) Assignor is the sole owner of the lessor's entire interest in the Leases and the other Collateral and has full right to assign the Collateral; (ii) there has been no previous assignment and, without Assignee's prior written consent, Assignor will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other Collateral (other than pursuant to the other Loan Instruments); (iii) the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever; (iv) the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases and have not been granted any concessions by the lessor; (v) Assignor shall not permit or suffer to occur any default in the performance of any of its obligations under the Leases, nor shall it permit or suffer any waiver of any of its rights or remedies pursuant to the Leases; (vi) no rent reserved in the Leases has been assigned; and (vii) no rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the time when said rent becomes or would become due under the terms of the Leases.

1.4 Covenants. Assignor covenants that (i) it will not modify, change, alter, supplement, amend, cancel, surrender or accept surrender of any of the Leases without Assignee's consent; (ii) it will not consent to any assignment or subletting of the lessee's interest under any of the Leases without Assignee's consent; (iii) it will not accept rent more than thirty (30) days in advance under any of the Leases and (iv) it will not assert any claim or take any action against any lessee under any of the Leases, or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee from any obligation or liability or which would affect, impair or discharge any right of Assignee and, if Assignor shall recover any such sums from such lessee, Assignor will forthwith pay over the same to Assignee for application to the indebtedness secured hereby.

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Assignment had not been given, but only if and so long as an
of default (default hereafter) has not occurred. If
in event of default occurs, the right of Assignor to collect
the rents and to manage the mortgaged property shall
thereupon automatically terminate and such right shall
with the other rights, powers and authorizations contained
herein shall belong exclusively to Assignee.

1.2. Power Coupled with Interest: This assignment of
powers and rights conferred upon Assignee a power coupled with
an interest and cannot be revoked by Assignor.

1.3. No Other Assignment: Assignor represents and war-
rants as follows: (i) Assignor is the sole owner of the
interest in the interest in the lease and the other
Collateral and has full right to assign the Collateral; (ii)
there has been no previous assignment and without
Assignor's prior written consent, Assignor will not make
future assignment (as collateral or otherwise) of the
interest in the interest in any of the lease or
other Collateral other than pursuant to the other loan
instruments; (iii) the lease is validly enforceable in
accordance with their terms and have not been altered, modified,
suspended or terminated in any manner whatsoever; (iv) the lease
is not in default under the lease and has no delinquency,
arrearages or other amounts due against the lessor under the
lease and have not been placed in any proceedings by the
lessor; (v) Assignor shall not permit or suffer to occur any
default in the performance of any of the obligations under
the lease nor shall it permit or suffer any waiver of any
of its terms or remedies pursuant to the lease; (vi) no
part reserved in the lease has been assigned; and (vii) no
rent for any period subsequent to the date hereof has been
collected more than thirty (30) days in advance of the time
when said rent would become due under the terms
of the lease.

1.4. Government: Assignor covenants that (i) it will not
create, grant, alter, supplement, amend, cancel, surrender
or convey any interest in the lease without Assignor's
consent; (ii) it will not consent to any assignment or
subletting of the lease's interest under any of the lease
without Assignor's consent; (iii) it will not assign or
sublet (thirty (30) days in advance under any of the
lease and (iv) it will not assert any claim or take any
action against any lease under any of the lease, or other
lease, which would have the effect of relieving such lease
from any obligation or liability or which would affect,
impair or discharge any right of Assignee and, if Assignor
shall recover any such sum from such lease, Assignor will
immediately pay over the same to Assignee for application to
the indebtedness secured hereby.

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1.5 Further Assurances. Assignor shall execute and deliver, at the written request of Assignee, all such further assurances and assignments as Assignee from time to time shall determine are necessary to effectuate the terms and provisions of this Assignment.

1.6 Assignee to be Creditor of Lessees. Assignee shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such lessee (without any obligation on the part of Assignee to file claims or otherwise to pursue creditors rights in such proceedings). All monies received in connection with any such proceedings or occurrences shall constitute additional Rents hereunder.

II

DEFAULTS AND REMEDIES

2.1 Event of Default. The term "Event of Default", wherever used in this Assignment, shall mean any one or more of the following events:

(a) If Assignor shall (i) fail to pay when due (A) any payment of principal when such payment shall become due and payable under the Notes whether at maturity or otherwise; or (B) any payment of interest under the Notes when due and payable; or (ii) fail to keep, perform or observe any other covenant, condition or agreement on the part of Assignor in this Assignment.

(b) If a default shall occur under any of the other Loan Instruments and the same is not cured within such cure, grace or other period, if any, provided in such Loan Instrument.

(c) If an "Event of Default" shall occur under and as defined in any of the other Loan Instruments.

2.2 Exercise of Assignee's Rights.

(a) Assignee may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignee and without waiving such Event of Default;

(b) In the event Assignee elects to invoke any of its rights hereunder and thereafter, for any reason, relinquishes to Assignor such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrower's Liabilities are paid in

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1.2 Further Assurances. Assignor shall execute and deliver to the lender, at the request of Assignor, all such further assurances and assignments as Assignor may from time to time deem necessary to effectuate the terms and provisions of this Assignment.

1.3 Assurances to be Creditor of Assignor. Assignor shall be deemed to be the creditor of each lender under the loans in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or similar proceedings affecting such lender without any obligation on the part of Assignor to file claims or otherwise to pursue creditor rights in such proceedings. All monies received in connection with any such proceedings or occurrences shall constitute additional funds for the lender.

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DEFAULTS AND REMEDIES

1.4 Event of Default. The term "Event of Default" whenever used in this Assignment, shall mean any one or more of the following events:

(a) If Assignor shall (i) fail to pay when due (A) any payment of principal when such payment shall become due and payable under the notes whether at maturity or otherwise or (B) any payment of interest under the notes when due and payable or (ii) fail to keep, perform or observe any other covenant, condition or agreement on the part of Assignor in this Assignment.

(b) If a default shall occur under any of the other loan instruments and the same is not cured within such cure, grace or other period, if any, provided in such loan instrument.

(c) If an "Event of Default" shall occur under and as defined in any of the other loan instruments, the rights of Assignor's rights.

(d) Assignor may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Assignor and without waiving such event of default.

(e) In the event Assignor elects to invoke any of the rights hereunder and thereafter, for any reason, relinquishes to Assignor such rights, this Assignment shall not be terminated, but shall remain in full force and effect until Borrower's liabilities are paid in

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full, it being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time if an Event of Default occurs.

2.3 Nature of Remedies. No delay or omission on the part of Assignee in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Instruments. Said remedies shall be cumulative and concurrent, may be pursued separately, successively or together against Assignor or the Mortgaged Property at the sole discretion of Assignee and may be exercised as often as occasion therefor shall arise.

2.4 Application of Rents. Assignee may apply the Rents in such order as Assignee may determine, to the payment of Borrower's Liabilities, and all expenses for the care and management of the Mortgaged Property, including taxes, insurance, assessments, management fees, usual and customary commissions to real estate brokers for leasing real estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. For purposes of the preceding sentence, Lender attorneys' fees shall be deemed to include compensation and actual overhead of staff counsel, if any, of Lender in addition to the fees of any other attorneys engaged by Lender and shall include fees and expenses incurred in connection with the appeal of any matter arising under the Loan Instruments if Lender is the prevailing party therein. The receipt by Assignee of any Rents pursuant to this Assignment following an Event of Default and the exercise of any remedies provided for herein or in the other Loan Instruments shall not cure such Event of Default or affect or prejudice the exercise of such remedies.

2.5 Limitation of Assignee's Obligations. Assignee's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Paragraph 2.4 hereof. Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any claim or damages or set-offs arising out of Assignee's management of the Mortgaged Property. Assignee shall not be liable to any lessee for the return of any security deposit made under any Lease unless Assignee shall have received such security deposit from the lessor or such lessee. Assignee shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Assignee be responsible for any act com-

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It being the intent of the parties that Assignee shall, until release of this Assignment, have all the rights granted hereby and be able to exercise them from time to time in the event of default.

2.3. Remedies. No delay or abatement in the exercise of remedies in the exercise of any remedy for an event of default shall operate as a waiver thereof. The remedies available to Assignee under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other loan instruments. Said remedies shall be cumulative and concurrent, and may be pursued separately, successively or together against Assignor or the Mortgaged Property at the sole discretion of Assignee and may be exercised as often as a court of law shall allow.

2.4. Application of Rents. Assignee may apply the Rents in such order as Assignee may determine for the payment of Borrower's obligations, and all expenses for the care and maintenance of the Mortgaged Property, including taxes, insurance, assessments, management fees, and other any commissions for real estate brokers for leasing the estate, and the reasonable expenses and fees of all attorneys, agents and employees engaged in connection with the exercise of the rights and powers granted to Assignee hereunder. For purposes of the preceding sentence, "Rents" shall mean all monies received by Assignee from the Mortgaged Property and all other monies received by Assignee in connection with the exercise of any other powers granted to Assignee hereunder, and shall include fees and expenses incurred in connection with the appraisal of any other property arising under the loan instruments. If there is no prevailing party therein, the amount by Assignee of any Rents pursuant to this Assignment following an event of default and the exercise of any remedies provided for herein or in the other loan instruments shall not cure an event of default or effect on jurisdiction the exercise of such remedies.

2.5. Assignment of Assignee's Obligations. Assignee's obligations as to any Rents actually collected shall be limited by the collection of such Rents to any of the monies specified in Paragraph 2.7 hereof. Assignee shall not be liable for uncollected Rents or for failure to collect Rents or for any claim or damage or liability arising out of Assignee's management of the Mortgaged Property. Assignee shall not be liable to any Lessor for the return of any monies deposited under any loan unless Assignee shall have received such monies from the Lessor or such Lessor. Assignee shall not be liable for the assignment or the exercise of any rights granted herein be obligated to perform any obligation of the Lessor under any of the loan instruments nor shall Assignee be responsible for any non-

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mitted by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making Assignee a mortgagee in possession of the Mortgaged Property or any part thereof.

2.6 Reimbursement. Assignor shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this Assignment or the exercise of any of the rights granted hereunder. Any and all amounts due and payable, shall be added to Borrower's Liabilities, shall bear interest at the Default Rate (as defined in the Notes) and shall be secured by this Assignment and the other Loan Instruments.

2.7 Authorization to Lessees. Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Assignee upon written demand from Assignee stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Assignee is rightfully entitled to such rent. Following receipt of any such demand, no lessee shall be given credit for any rent paid other than to Assignee thereafter until Assignee instructs such lessee otherwise in writing.

III

MISCELLANEOUS

3.1 Modification of Loan Terms. If the time of payment of any indebtedness secured hereby is extended at any time or times, if the Notes are renewed, modified or replaced or if any security for the Notes are released, Assignor and any other parties now or hereafter liable therefor or interested in the Mortgaged Property shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases, and their liability and the lien hereof and of the other Loan Instruments shall not be released and the rights created hereby and thereby shall continue in full force, the right of recourse against all such parties being reserved by Assignee.

3.2 Successors and Assigns. This Assignment shall inure to the benefit of Assignee and be binding upon Assignor, the heirs, legal representatives, successors and assigns of Assignor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgaged Property. Whenever Assignor or Assignee is referred to herein, such heirs, legal representatives, suc-

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... by the lessor, or any breach or failure to perform by the lessor with respect to any of the lessor's obligations. Nothing contained herein shall be deemed to have the effect of making the Assignor a participant in possession of the mortgaged property or any part thereof.

2.6. **Assignment.** Assignor shall reimburse Assignee for and indemnify Assignee against all expenses, losses, damages and liabilities which Assignee may incur by reason of this assignment or the exercise of any of the rights granted hereunder. Any and all amounts due and payable shall be added to Borrower's liability, shall bear interest at the Default Rate (as defined in the notes) and shall be secured by this Assignment and the other loan instruments.

2.7. **Liability to Lessor.** Each present and future lessee under any of the leases is hereby authorized and directed to pay the rent payable hereunder to Assignee upon written demand from Assignee stating that an event of default has occurred without inquiry as to whether any such default has occurred or whether Assignee is rightfully entitled to such rent. Following receipt of any such demand, no lessee shall be given credit or any rent card other than to Assignee hereafter and Assignee instructs such lessee otherwise in writing.

MORTGAGE

2.1. **Modification of Loan Terms.** If the time of payment of any indebtedness secured hereby is extended at any time or times, if the terms are renewed, modified or replaced or if any priority or liens are released, Assignor and any other parties to or beneficially interested in or interested in the mortgaged property shall be deemed to have consented to such extensions, renewals, modifications, replacements and releases and their liability and the time period and amount of such indebtedness shall not be released and the right of Assignor and hereby shall continue in full to the right of recourse against all such parties being retained by Assignor.

2.2. **Successors and Assigns.** This Assignment shall inure to the benefit of Assignee and be binding upon Assignor, the parties, legal representatives, successors and assigns of Assignor and all persons and entities including owners and lessees) which may hereafter have any interest in the mortgaged property. Whichever Assignor or Assignee is referred to herein, such parties, legal representatives, suc-

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cessors and assigns thereof shall be included in such reference. Notwithstanding the foregoing, Assignor shall not be permitted to assign its rights and obligations hereunder and any such assignment shall be a default.

3.3 No Merger. Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Property to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

3.4 Notices. All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Assignor or Assignee shall be directed to Assignor or Assignee, as the case may be, at the following addresses:

Assignee: Northbrook Trust and Savings Bank
One Lane Center
Northbrook, Illinois 60062

Attention: Tracy Church

Assignor: Northbrook Trust and Savings Bank
One Lane Center
Northbrook, Illinois 60062

Attention: Land Trust Department

With copy to: Jon R. Martin
Dixie L. Martin
333 Roselle Road
Roselle, Illinois 60172

Notices shall be either (i) personally delivered to the offices set forth above, in which case they shall be deemed delivered on the date of delivery to said offices, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery set forth in the return receipt, unless delivery is delayed or refused by the addressee, in which event they shall be deemed delivered on the date mailed to such addressee, or (iii) by air courier (Federal Express, Express Mail or like service), in which case they shall be deemed received on the date of delivery. Any party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other parties in compliance with the foregoing provisions.

3.5 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof,

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assignor and assignee thereof shall be included in such reference. Notwithstanding the foregoing, Assignor shall not be deemed to assign the rights and obligations hereunder and any such assignment shall be a breach of this Agreement.

3.7. Notwithstanding the conveyance or transfer of title to any or all of the mortgaged property to any lessee under any of the leases, the lessor's leasehold estate under such lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Agreement.

3.8. Notices. All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Assignor or Assignee shall be directed to Assignor or Assignee, as the case may be, at the following addresses:

Assignor: Northbrook Trust and Savings Bank
One Lane Center
Northbrook, Illinois 60062
Attention: Tracy Gurnea

Assignor: Northbrook Trust and Savings Bank
One Lane Center
Northbrook, Illinois 60062
Attention: Land Trust Department

With copy to: Jon E. Martin
Sixty-Eight Martin
170 Roselle Road
Roselle, Illinois 60442

Notices shall be either (i) personally delivered to the officer set forth above, in which case they shall be deemed delivered on the date of delivery to said officer, (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery and filed in the return receipt, unless delivery is delayed or refused by the addressee, in which event they shall be deemed delivered on the date mailed to such addressee, or (iii) by air courier (Federal Express, Registered Mail or other carrier) in which case they shall be deemed received on the date of delivery, 24 hours after the address to which any such notice, report, demand or other instrument is to be delivered by a certified return receipt or other instrument is to be delivered in compliance with the foregoing provisions.

3.9. Headings. The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, and are not to be considered a part hereof.

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and shall not limit, expand or otherwise affect any of the terms hereof.

3.6 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions, or the application thereof to any persons, entities or circumstances, contained in the Notes, this Assignment or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Notes or in any other Loan Instrument (or the application of the covenant, agreement or term held to be invalid, illegal or unenforceable, to persons, entities or circumstances other than those in respect of which it is invalid, illegal or unenforceable) shall be in no way affected, prejudiced or disturbed thereby.

3.7 Changes. Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any agreement hereafter made by the Assignor and Assignee relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.

3.8 Governing Law. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

3.9 Future Advances. This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Assignee, or otherwise, as are made by Assignee under the Notes, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Notes.

3.10 Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

3.11 THIS ASSIGNMENT is executed by NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of the Assignor individually to pay the Assignor's Notes or any interest thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained; all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right or security

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and shall not limit, engage or otherwise affect any of the terms hereof.

3.2. Invalidation provisions to Affect No Other. In the event that any of the coverage, assignments, terms or provisions of the application shall be null and void, this Assignment or any other term hereof shall be invalid, illegal or unenforceable in any respect, the validity of the remaining coverage, assignments, terms or provisions contained herein or in the notes or in any other term hereof shall be unaffected by the application of the coverage, assignment or term held to be invalid, illegal or unenforceable, to persons, entities or circumstances other than those in respect of which it is invalid, illegal or unenforceable shall be in no way affected, prejudiced or discharged thereby.

3.3. Changes. Neither this Assignment nor any term hereof may be released, changed, waived, discharged or terminated orally or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the release, change, waiver, discharge or termination is sought. To the extent permitted by law, any instrument purporting to be signed by the Assignor and Assignee relating to this Assignment shall be subject to the rights of the holder of any intervening lien or encumbrance.

3.4. Governing Law. This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.

3.5. Future Advances. This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of the Assignor, or otherwise, as are made by Assignor from the notes, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be secured hereunder shall increase from time to time, but all indebtedness secured hereby shall, in no event, exceed at any time the aggregate face amount of the notes.

3.6. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

3.7. THIS ASSIGNMENT IS EXECUTED BY NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as Trustee as set forth in the recitals of the power and authority conferred upon and invested in it as such Trustee and said Trustee hereby warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed that nothing contained herein shall be construed as creating any liability on the part of the Assignor, individually or jointly, to the Assignee or holder of any financial instrument or any indebtedness secured hereunder, or to perform any covenant or other express or implied herein contained. All such liabilities, if any, being expressly waived by the Assignor and by every person now or hereafter claiming any right or security

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hereunder and that so far as NORTHBROOK TRUST AND SAVINGS BANK personally is concerned, the legal holder or holders hereof shall look solely to the premises hereby conveyed and the enforcement of the lien hereby created or to an action to enforce the personal liability of any guarantor hereof.

IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first above written.

ASSIGNOR:

NORTHBROOK TRUST AND SAVINGS BANK, not personally, but as Trustee under a written Trust Agreement dated November 5, 1987 and known as Trust No. 3011.

By: [Signature]
V. P. B. Trust Officer

ATTEST:

[Signature]
~~Assistant Secretary~~
LAND TRUST OFFICER

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 NOV 18 PM 3:05

87619628

This instrument was prepared by:

David A. Kallick
Hurley & Kallick, Ltd.
One Lane Center
1200 Shermer Road, Suite 220
Northbrook, Illinois 60062
(312) 498-6610

Mail To:

David A. Kallick
Hurley & Kallick, Ltd.
One Lane Center
1200 Shermer Road, Suite 220
Northbrook, Illinois 60062

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BOX 333-CC

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IN WITNESS WHEREOF, the undersigned has executed this Assignment on the date first above written.

NORTHROCK TRUST AND SAVINGS BANK
not personally, but as trustee
under a written Trust Agreement
dated November 5, 1987 and
known as Trust No. 8002

1987 NOV 13 PM 3:02
COMMERCIAL

91810856

85010858

11-083-00

4

BY: _____
Trust Officer



Not for

This document was prepared by

David A. Kallik
Harvey S. Kallik, Ltd.
One Lane Center
1300 Sherman Road, Suite 250
Northbrook, Illinois 60062

David A. Kallik
Harvey S. Kallik, Ltd.
One Lane Center
1300 Sherman Road, Suite 250
Northbrook, Illinois 60062
(708) 489-0410

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK)

I, the undersigned, a Notary Public
in and for and residing in said County and State, DO HEREBY
CERTIFY that E. J. Lucas and
A. Dobzyn, the V.P.
and LAND TRUST OFFICER of NORTHBROOK TRUST AND SAVINGS
BANK, personally known to me to be the same persons whose
names are subscribed to the foregoing instrument, 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 com-
pany for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 13th day
of November, 1987.



Notary Public

My commission expires:

My Commission Expires February 26, 1988

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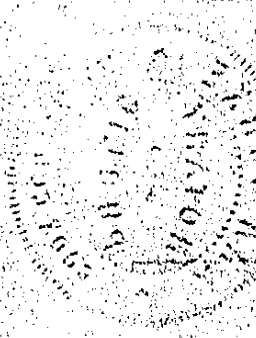
IN WITNESS WHEREOF

STATE OF ILLINOIS

COUNTY OF COOK

I, _____, Notary Public,
do hereby certify that _____
of _____
has personally known _____
names are subscribed to the foregoing instrument, and that
before me this day in person and acknowledged that they
signed and delivered said instrument as their free and
voluntary act and in the presence of me and of _____
and that the said _____ and _____

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____
DAY OF _____ 1987.



Notary Public

My commission expires _____

My Commission Expires February 28, 1989

Cook County Clerk's Office

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PARCEL 1: That part of the South half of the South East quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the North West corner of the South West quarter of said South East quarter thence Easterly along the North line of the South West quarter of said South East quarter a distance of 1045.41 feet to the center line of Lake Street as formerly located for the place of beginning, thence continuing Easterly along the North line of the South West quarter of said South East quarter and along the North line of the South East quarter of said South East quarter, a distance of 386.84 feet thence Southerly along a line that forms an angle of 88 degrees, 34 minutes to the right with the prolongation of the last described course a distance of 389.18 feet to the center line of U. S. Route 20, thence North Westerly along the center line of U. S. Route 20 a distance of 220.93 feet to the center line of Lake Street as formerly located, thence North Westerly along the center line of Lake Street as formerly located a distance of 370.63 feet to the place of beginning being situated in the Village of Bartlett, Hanover Township, in Cook County, Illinois.

PARCEL 2: That part of the South half of the South East quarter of Section 27, Township 41 North, Range 9, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the center line of Lake Street as formerly located with the North line of the South half of the South East quarter of said Section 27, thence Easterly along the North line of the South half of said South East quarter, a distance of 398.84 feet for the point of beginning; thence continuing Easterly along said North line, a distance of 91.36 feet; thence Southerly along a line that forms an angle of 88 degrees 34 minutes to the right with the prolongation of the last described course, a distance of 220.17 feet to the center line of U S Route 20, thence North Westerly along said center line, a distance of 100.0 feet; thence Northerly, a distance of 389.73 feet to the point of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

PARCEL 3: That part of the South East quarter of the South East quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian described as follows: Commencing at the intersection of the center line of U. S. Route 20 with the center line of Bartlett Road; thence North Easterly along said center line of Bartlett Road a distance of 250.82 feet; thence North Westerly (parallel with the center line of U. S. Route 20) being along a line that forms an angle of 79 degrees 40 minutes to the left with the prolongation of the last described course, a distance of 230.49 feet for the place of beginning; thence continuing North Westerly along said last described course, a distance of 77.11 feet to a point on a line, if extended Northerly would intersect the North line of the South East quarter of the South East quarter of said Section 27 at a point 387.83 feet Westerly of the intersection of said North line with the center line of Bartlett Road; thence Southerly along said described line, a distance of 272.26 feet to the center line of U. S. Route 20; thence South Easterly along said center line of U. S. Route 20, a distance of 7.78 feet; thence North Easterly, parallel with the center line of Bartlett Road, a distance of 250.82 feet to the place of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

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PARCELS 1. That part of the south half of the south
east quarter of section 27, Township 41 North, Range 2
East of the Third Principal Meridian, described as
follows: Commencing at the north west corner of the
south east quarter of said south east quarter
section along the north line of the south east quarter
of said south east quarter a distance of 130.00 feet
to the center line of Lake Geneva, thence generally
along the line of beginning, thence containing generally
along the north line of the south east quarter a distance
of 130.00 feet to the center line of the south east
quarter and along the north line of the
south east quarter of said south east quarter a distance
of 130.00 feet thence generally along a line that
bears an angle of 89 degrees, 55 minutes to the right
with the prolongation of the last described course a
distance of 130.00 feet to the center line of U. S.
Route 20, thence north westerly along the center line
of U. S. Route 20 a distance of 130.00 feet to the
center line of Lake Geneva, thence generally along the
center line of Lake Geneva along the center line of Lake
Geneva generally along the center line of Lake Geneva
generally along a distance of 130.00 feet to the place
of beginning being situated in the Village of Bartlett,
Harrison Township, Cook County, Illinois.

PARCELS 2. That part of the south half of the south
east quarter of section 27, Township 41 North, Range 2
East of the Third Principal Meridian, described as
follows: Commencing at the intersection of the center
line of Lake Geneva and generally along the north
line of the south half of the south east quarter of
said section 27, thence north westerly along the north line
of the south half of said south east quarter a distance
of 130.00 feet to the point of beginning, thence
generally along the north line of the south east quarter
of said south east quarter a distance of 130.00 feet
to the center line of U. S. Route 20, a distance
of 130.00 feet to the center line of U. S. Route 20,
thence north westerly along said center line a distance
of 130.00 feet, thence north westerly, a distance
of 130.00 feet to the point of beginning being situated
in the Village of Bartlett, Cook County, Illinois.

PARCELS 3. That part of the south east quarter of the
south east quarter of section 27, Township 41 North,
Range 2 East of the Third Principal Meridian, described
as follows: Commencing at the intersection of the
center line of U. S. Route 20 with the center line of
the south east quarter of said section 27, thence
north westerly along the center line of U. S. Route 20
a distance of 130.00 feet to the center line of U. S.
Route 20, thence north westerly (parallel with the center
line of U. S. Route 20) along the center line of U. S.
Route 20 a distance of 130.00 feet to the point of
beginning, thence generally along the center line of
the south east quarter of the south east quarter of said
section 27 a distance of 130.00 feet, thence north
westerly along the center line of the south east quarter
of said section 27 a distance of 130.00 feet to the
point of beginning, thence generally along the center
line of the south east quarter of said section 27 a
distance of 130.00 feet to the center line of U. S.
Route 20, a distance of 130.00 feet to the center
line of U. S. Route 20, thence north westerly along
the center line of U. S. Route 20 a distance of 130.00
feet to the point of beginning, being situated in the
Village of Bartlett, Cook County, Illinois.

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County Clerk's Office

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PARCEL 4: A non-exclusive easement for ingress and egress to and from Parcels 1, 2 and 3 across the Southerly thirty feet (30') of that part of the South East quarter of the South East quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the center line of Bartlett Road with the North line of the South East quarter of the South East quarter of said Section 27; thence South Westerly along said center line of Bartlett Road, being a curve to the left, a distance of 129.65 feet; thence continuing South Westerly along said center line of Bartlett Road, tangent to the last described curve, a distance of 157.41 feet to a point that is 250.82 feet North Easterly of (measured along said center line) the intersection of the center line of Bartlett Road with the center line of U. S. Route 20; thence North West-erly parallel with the center line of U. S. Route 20, being along a line that forms an angle of 100 degrees 20 minutes to the right with the prolongation of the last described course, a distance of 307.60 feet; thence Northerly along a line that forms an angle of 65 degrees 14 minutes to the right with the prolongation of the last described course, a distance of 155.91 feet to a point on the North line of the South East quarter of the South East quarter of said Section 27, that is 357.83 feet West of (measured along said North line) the place of beginning; thence Easterly along said North line, a distance of 357.83 feet to the place of beginning, being situated in the village of Bartlett, in Cook County, Illinois.

P10 # 06-27-403-009
06-27-403-017

Street Address 600 W. Lake Street, BARTLETT, IL

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PARCEL 4: A non-exclusive easement for ingress and egress to and from parcels 1, 2 and 3 across the southerly thirty feet (30') of that part of the South East quarter of the South East quarter of Section 27, Township 41 North, Range 9 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the center line of Bartlett Road with the north line of the South East quarter of the South East quarter of said Section 27; thence South Westwardly along said center line of Bartlett Road, being a curve to the left, a distance of 129.68 feet; thence southerly along said center line of Bartlett Road, being a curve to the right, a distance of 127.81 feet to a point that is 250.49 feet westerly of the intersection of the center line of Bartlett Road with the center line of U. S. Route 20; thence North Westwardly parallel with the center line of U. S. Route 20, being along a line that forms an angle of 100 degrees 30 minutes to the right with the prolongation of the last described course, a distance of 307.80 feet; thence Westwardly along a line that forms an angle of 65 degrees 14 minutes to the right with the prolongation of the last described course, a distance of 155.91 feet to a point on the North line of the South East quarter of the South East quarter of said Section 27, that is 227.83 feet west of the intersection of the center line of Bartlett Road with the center line of U. S. Route 20; thence Eastwardly along said North line, a distance of 227.83 feet to the place of beginning, being situated in the Village of Bartlett, in Cook County, Illinois.

PLAT # 00-57-01-01-01
110-204-79-05

Shirley Address - 100 W. Lake Street, Bartlett, IL

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