

LNL UIN Loan No. 157003
Golf Road Medical Building
8901 West Golf Road
Des Plaines, Illinois

ASSIGNMENT OF RENTS AND PROFITS

THIS ASSIGNMENT, made this 28th day of December, 1987, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated December 2, 1985 and known as Trust No. 66149, whose address is c/o Noel S. Browdy, 105 South Deere Park, Highland Park, Illinois 60035, hereinafter referred to as "Assignor", in favor of the THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation, whose address is 1300 South Clinton Street, P.O. Box 1110, Fort Wayne, Indiana 46801, hereinafter referred to as "Assignee", WITNESSETH: That,

For and in consideration of a mortgage loan from Assignee in the principal amount of THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000), evidenced by a promissory note (the "Note") and mortgage, security deed, deed of trust and/or other security instruments of even date herewith (the "Mortgage") and as a part of the consideration for making said mortgage loan, the undersigned, owner of the premises (the "Premises") described on Exhibit A attached hereto, being real estate situated in Cook County, State of Illinois, encumbered or to be encumbered by said Mortgage (together with all improvements thereon and appurtenances thereto), does hereby sell, assign and transfer to Assignee, its successors and assigns, all the rents, issues and profits due or to become due on and from the Premises, and does hereby transfer, assign and set over unto Assignee, its successors and assigns, all leases, tenancies and contracts, oral and written, now or hereafter existing, in connection with the Premises. Assignee is hereby given full power and authority to operate, maintain, manage and lease the Premises, or any part thereof, to take possession thereof in its own name, or in the name of an agent, or in the name of Assignor, collect all of the rents, issues and profits, and apply any sums realized as hereinafter set out. Assignor expressly authorizes and directs tenants, lessees, and all others having any interest in the Premises to pay to Assignee or order all sums due, or to become due, under leases, contracts and agreements, heretofore or hereafter made, and Assignee is hereby authorized to give, for and in behalf of Assignor, full receipt and acquittance for any payment so made.

Assignee is further authorized, but shall not be obligated, to pay taxes, assessments and charges on the Premises, to insure, repair, and/or improve the buildings located thereon, and to expend such sums as may be necessary to defend the title, or the Premises, or the use thereof, or to recover rents and profits, or to protect rental rights, and/or to make such other expenditures for the Premises as it may in its sole discretion deem necessary, proper, or expedient. Assignee may, but shall not be obligated to, advance funds for any of the above purposes, and any amount so advanced shall be a first and prior claim on the rents and profits realized from the Premises, and shall be repaid to Assignee before any distribution as hereinafter set out. Should the rents and profits be insufficient to pay advances so made by Assignee, any unpaid balance shall become part of the debt secured by the said

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Mortgage and shall bear interest from date of advancement at the maximum rate set out in said Mortgage for interest on advances; and in the event such advancements are made after the mortgage debt has been reduced to judgment, Assignor shall pay such advancements with interest to Assignee in addition to any amount necessary to pay and satisfy the judgment, interest and costs or to redeem the Premises from foreclosure sale. Assignee shall be entitled to retain possession of the Premises until such advancements and interest are fully paid.

It is further agreed that Assignee shall be required to account for only such rents, issues and profits as are actually collected by it. Nothing herein contained shall be deemed to create any liability on the part of Assignee for failure to rent the Premises or any part thereof, or for failure to make collections of rentals, or failure to do any of the things which are authorized herein. This instrument is a grant of rights and privileges to Assignee and shall not be held to create any duties or liabilities except as herein expressly set out. For the purpose of accounting the books and records of Assignee shall be deemed prima facie correct.

Assignee shall not be liable for the act or omission of any agent, if Assignee shall have used reasonable care in the selection of such agent.

It is further understood and agreed that Assignee shall in the exercise of its control and management of the Premises be deemed the agent of Assignor and shall not be liable for any damage to any person or Premises, where such damage arises out of the operation of, or in connection with, the said Premises.

It is further understood and agreed that the acceptance by Assignee of any payment or performance under any lease or other contract with reference to the said Premises, from any tenant or other person, shall not bar nor abridge any of the rights of Assignee under its Mortgage, against such tenant or person.

This Assignment shall remain in full force and effect so long as the indebtedness secured by the Mortgage or any extension or renewal thereof remains unpaid and, in the event of foreclosure, during any period of redemption and until the recording of the deed issued under such foreclosure proceedings and until delivery of actual and complete possession of the Premises to the grantee in such deed. This Assignment shall not affect Assignor's right to redeem from foreclosure sale, but such redemption shall not terminate this Assignment unless and until said mortgage debt or any judgment rendered thereon plus interest, costs and expenses and any advancements made by Assignee, with interest as above mentioned, have been fully paid. In the event of termination of this Assignment Assignor shall approve and accept any and all outstanding leases made by Assignee or its agent.

The provisions of this Assignment constitute a covenant running with the land herein described and shall bind all persons hereafter acquiring any interest in the Premises; and it is expressly agreed that the assignment and grant of rights and powers contained in this Assignment are coupled with an interest.

Any amount received or collected by Assignee by virtue of this Assignment shall be applied as follows (but not

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necessarily in the order stated, the priority of payment of such items to be within the sole discretion of Assignee):

1. To the repayment to Assignee of any and all amounts advanced by it under the terms of this Assignment, together with interest on the respective advancements from the date of each at the maximum rate set out in the Mortgage for interest on advances.
2. To the payment of taxes, assessments and charges and the expense of insurance, repairs to and improvements on the Premises; but Assignee shall not be obligated to keep insurance on, make repairs to and/or improvements on the Premises.
3. To the payment of all other necessary expenses of the management, protection and/or preservation of the Premises.
4. To the payment of all amounts due or to become due under the Mortgage or any extension or renewal thereof and/or to the payment of any judgment rendered thereon together with interest, costs and expenses.
5. The surplus, if any, after full payment of the above, shall be paid to the then Assignor of record of said Premises.

It is understood that this Assignment is but an additional security for the payment of said mortgage debt, and shall not be deemed to be payment thereof except as to money actually received by Assignee as and when applied as such payment; nor shall this Assignment be deemed a waiver of any default occurring hereafter in the full performance of the conditions of the said mortgage; nor shall the application of any money received by Assignee under this Assignment towards curing such default in any manner waive such default or prevent foreclosure because of the same, Assignee hereby expressly reserving all its rights and privileges under the Mortgage as fully as though this Assignment had not been entered into.

Notwithstanding that this Assignment is a present and executed assignment of the rents, issues and profits and a present and executed grant of the powers hereinbefore granted to Assignee, it is understood and agreed that until default occurs in the performance of the terms and conditions of the Mortgage or the Note secured thereby and Assignee elects to collect such rents, issues and profits or to manage the mortgaged Premises, Assignor is to be permitted, at the sufferance of Assignee, to collect and retain said rents, issues and profits; provided, however, that in no event shall Assignor have authority to collect any rents, issues or profits for more than thirty days in advance; and, provided, further, that if a petition in bankruptcy is filed by or against Assignor, or if any proceeding is instituted for the reorganization of Assignor or the adjustment of the obligations of Assignor, or if Assignor makes any assignment for the benefit of creditors, or if an application for a Receiver is filed against Assignor which will or may affect the Premises, then, upon the happening of any one or more of such events, Assignee shall have the immediate and automatic right to the management and control of the Premises and to collect the rents, issues

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and profits, to the full extent of all rights given it under this agreement, even though there be no existing default on the part of Assignor.

This Assignment shall be in addition to, and not in derogation of, an assignment of any lease in any separate instrument.

This Assignment shall not be terminated, except as herein provided, nor shall it be altered, modified or amended, except by written agreement.

This Assignment shall be binding on and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Whenever used herein the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

This Assignment of Rents and Profits is executed by American National Bank and Trust Company of Chicago, not personally but as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee (and Assignor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on Assignor personally or its beneficiaries to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of the provisions hereof, except the warranty hereinabove contained in this execution clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Assignee and its successors personally are concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the Premises subject to the Mortgage and the rents, issues and profits thereof, and the other rights of Assignor; (2) any other security given to secure said indebtedness; (3) the personal liability of the guarantors, if any; or (4) the Escrowed Funds and Assignee's rights thereto as set forth in a Tri-Party Agreement of even date herewith by and among Assignor, Assignee and First Interstate Mortgage Company of Illinois.

IN WITNESS WHEREOF, the Assignor has executed this instrument the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST
COMPANY as Trustee under Trust
Agreement dated December 2, 1985
and known as Trust No. 66149

By: 

Its: TRUSTEE

ATTEST:

By: 

Its: TRUSTEE

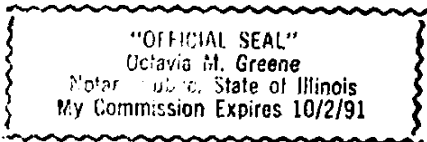
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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Octavia M. Greene, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Michael Wilk, Second Vice President of American National Bank and Trust Company of Chicago, and Michael Wilk, Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Michael Wilk, Assistant Secretary then and there acknowledged that said Michael Wilk, Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Michael Wilk, Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal this DEC 30 1987 day of December, 1987.



Octavia M. Greene
Notary Public

(Seal)

My commission expires:

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1987 DEC 31 AM 11:58

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This Instrument prepared by (and mail to):

Becky Bair Hurley
Gardner, Carton & Douglas
321 North Clark Street
Suite 3400
Chicago, Illinois 60610-4795
(312) 644-3000

BOX 333-193

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Box 333

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EXHIBIT A

Legal Description of
8901 Golf Road, Des Plaines, Illinois

A LEASEHOLD ESTATE IN THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 1/4 OF THE NORTH 1/4 OF THE WEST 1/2 OF THE EAST 1/2
OF THE NORTH EAST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE
12 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THAT PART
DEDICATED FOR PUBLIC HIGHWAY, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBERS: 09-15-201-008-0000 and
09-15-201-010-0000 *M*

COMMONLY KNOWN AS: Golf Road Medical Building
8901 Golf Road
Des Plaines, Illinois

3332H

Property of Cook County Clerk's Office

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