

1700

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made as of the 23rd day of Jan., 1987, between Harris Trust and Savings Bank, not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated June 6, 1985 and known as Trust Number 43230 ("Trust") and Bryson Properties XI, an Illinois Limited Partnership, the owner of one hundred percent (100%) of the beneficial interest thereof ("Beneficiary") (Trust and Beneficiary are together "Assignor") and EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (herein referred to as "Assignee").

W I T N E S S E T H

THAT WHEREAS, Trust is justly indebted to Assignee for money borrowed in the aggregate principal sum of Two Million and 00/100 DOLLARS (\$2,000,000.00) as evidenced by a certain Note of even date herewith executed by Trust (herein called the "Note") which Note is secured by a certain Mortgage given by Trust to Assignee under even date herewith (which Mortgage is herein called the "Mortgage") and by the terms of which certain property (herein called "said Property") in the County of Cook and State of Illinois is encumbered, to wit:

LOTS 1, 2, 3, 4 AND 5 IN GULLO INTERNATIONAL'S RESUBDIVISION OF LOT 3 IN GULLO INTERNATIONAL'S OFFICE AND INDUSTRIAL CENTER BEING A SUBDIVISION IN THE WEST HALF OF THE SOUTH WEST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOW THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the terms and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage (said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in any of this Assignment of Rents and Leases, in the Mortgage, or other instrument given in connection with the borrowing of the indebtedness and referred to in said Note or the Mortgage, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

70-93-068.
Q3

87060623

UNOFFICIAL COPY

STATE OF ILLINOIS

IN SENATE, January 11, 1911.
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE,
IN ANSWER TO A RESOLUTION PASSED BY THE SENATE
MAY 15, 1909, AND BY THE HOUSE OF REPRESENTATIVES
MAY 15, 1909, CONCERNING THE LANDS BELONGING TO
THE STATE OF ILLINOIS.

TABLE OF CONTENTS

CHAPTER I. GENERAL STATEMENT OF THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 1. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 2. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 3. THE LANDS BELONGING TO THE STATE OF ILLINOIS.

CHAPTER II. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 1. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 2. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 3. THE LANDS BELONGING TO THE STATE OF ILLINOIS.

CHAPTER III. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 1. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 2. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 3. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 4. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 5. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 6. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 7. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 8. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 9. THE LANDS BELONGING TO THE STATE OF ILLINOIS.
SECTION 10. THE LANDS BELONGING TO THE STATE OF ILLINOIS.

UNOFFICIAL COPY

8 7 0 6 0 5 2 3

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Trust under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the holder or holders of the Note of the Mortgage, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said Property from time to time either by purchase, repair, or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss

37060623

UNOFFICIAL COPY

8 7 0 6 0 6 2 3

or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

- (1) To the payment of the interest from time to time accrued and unpaid on the said Note;
- (2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
- (3) To the payment of any and all other charges secured by or created under the said Mortgage;
- (4) To the payment of any sums due and owing pursuant to the terms and provisions of Palm Beach Note and Palm Beach Mortgage (as such terms are defined in Mortgage) of which Assignee has received written notice; and
- (5) To the payment of the balance, if any, after the payment in full of the items hereinbefore referred to in 1), 2), 3) and 4) to Assignor.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default by Beneficiaries in the payment of the indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or lease demising all or portions of the following Property for the terms shown on the Scheduling Leases attached hereto and made a part hereof as Exhibit "A".

Concerning each lease described on Exhibit A, Assignor hereby covenants and agrees to and with the Assignee that except in the normal course of enforcement of Lease obligations without the written consent of the Assignee first obtained, Assignor will not:

- (1) Cancel or terminate such lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof; or accept a surrender of such lease;

87060623

UNOFFICIAL COPY

OF THE COURT OF COMMON PLEAS IN AND FOR THE COUNTY OF COOK, ILLINOIS, IN AND TO THE HONORABLE JUDGE OF SAID COURT, IN AND TO THE HONORABLE CLERK OF SAID COURT, AND TO ALL PERSONS CONCERNED THEREIN.

(1) To the payment of the sum of \$100.00 to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

(2) To the payment of the sum of \$100.00 to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

(3) To the payment of the sum of \$100.00 to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

(4) To the payment of the sum of \$100.00 to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

(5) To the payment of the sum of \$100.00 to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

And the Court doth hereby order that the sum of \$100.00 be paid to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

And the Court doth hereby order that the sum of \$100.00 be paid to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

And the Court doth hereby order that the sum of \$100.00 be paid to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

And the Court doth hereby order that the sum of \$100.00 be paid to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

(6) To the payment of the sum of \$100.00 to the order of the Clerk of the Court of Common Pleas in and for the County of Cook, Illinois.

20200223

UNOFFICIAL COPY

3 7 0 6 0 6 2 3

- (2) Reduce the rent provided for in such lease; or modify such lease in any way, either orally or in writing; or grant any concession in connection with such lease, either orally or in writing;
- (3) Consent to any assignment of the interest of the tenant in the lease, or to any subletting thereof;
- (4) Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

Any default on the part of Assignor hereunder shall also constitute a default of Assignor under the Mortgage.

This Assignment shall be construed as a covenant running with the Mortgage and, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this Assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or time that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If Trust shall pay all the indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

This Assignment is executed by Harris Trust and Savings Bank, not personally but as Trustee as aforesaid in the exercise

87060623

UNOFFICIAL COPY

1 0 0 0 0 0

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

CLERK OF THE COURT

BY _____

DEPUTY CLERK OF THE COURT

ATTEST: _____

DEPUTY CLERK OF THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

CLERK OF THE COURT

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this _____ day of _____, 19____.

CLERK OF THE COURT

DEPUTY CLERK OF THE COURT

8502058

UNOFFICIAL COPY

I, Patricia R. Vanderlinden, Notary Public, do hereby certify that the foregoing instrument was duly executed and acknowledged before me by the undersigned parties on this 26th day of January, 1987, at Chicago, Illinois, in accordance with the provisions of the Illinois Notary Public Act, Chapter 120, Illinois Compiled Statutes (1985).

Patricia R. Vanderlinden

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, **GERMAN A. KOLE**

Vice President of the Harris Trust and Savings Bank and

KENNETH E. PIEKUT

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 Vice-President, and Assistant Secretary, respectively, appeared before me this day and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of January A.D. 1987

Patricia R. Vanderlinden

Notary Public

"OFFICIAL SEAL"

Patricia R. Vanderlinden
Notary Public, State of Illinois
My Commission Expires 8/11/90

7704 (N-12-74)

STATE OF ILLINOIS
COUNTY OF COOK

NOTARIAL SEAL

I, Patricia R. Vanderlinden, Notary Public, do hereby certify that the foregoing instrument was duly executed and acknowledged before me by the undersigned parties on this 26th day of January, 1987, at Chicago, Illinois, in accordance with the provisions of the Illinois Notary Public Act, Chapter 120, Illinois Compiled Statutes (1985).

0 1 0 0 0

UNOFFICIAL COPY

8 7 0 6 0 6 2 5

ment as such _____ Vice-President-Trust Officer, and Assistant-Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant-Trust Officer then and there acknowledged that said Assistant-Trust Officer, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Assistant-Trust Officer'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 Notarial Seal this _____ day of _____, 1986.

Notary Public

My Commission Expires:

Record and Return to:

Exchange National Bank of Chicago
120 South LaSalle Street
Chicago, Illinois 60603
Attn: Ms. Lavina Gross

BOX 885 - HV

Address of Property

701 Gullo
147-225 Stanley
Elk Grove Village, Illinois

Permanent Tax Index Nos.

08-22-302-014 - 1
08-22-302-015 - 2
08-22-302-016 - 3
08-22-302-017 - 4
08-22-302-018 - 5

E-R-O

JB

87060625

UNOFFICIAL COPY

1988

1988-01-01
The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same has been compared with the original and found to be a true and correct copy thereof.

Witness my hand and official seal this 1st day of January, 1988.

Notary Public

My Commission Expires:

1988-01-01

WILLIAM M. BAYNE
100 SOUTH MARIETTA STREET
CHICAGO, ILLINOIS 60606

1988-01-01

1988-01-01

1988-01-01
1988-01-01
1988-01-01
1988-01-01
1988-01-01

1988-01-01
1988-01-01
1988-01-01

1988-01-01

UNOFFICIAL COPY

8 7 0 6 0 6 2 3

(A) KEEP 'EM RUNNIN, INC., A CORPORATION OF ILLINOIS, FOR A TERM BEGINNING MAY 1, 1984 AND ENDING APRIL 30, 1989.

NOTE: SAID LEASE GRANTS UNTO LESSEE A FIRST RIGHT OF REFUSAL TO PURCHASE THE LAND COMMONLY KNOWN AS 201-205 STANLEY STREET, ELK GROVE VILLAGE, ILLINOIS

(B) TRUE GREEN CORPORATION FOR A TERM BEGINNING FEBRUARY 1, 1985 AND ENDING NOVEMBER 30, 1985

(C) EAGLE SATELLITE SYSTEMS, INC., FOR A TERM BEGINNING MAY 1, 1985 AND ENDING APRIL 30, 1988.

NOTE: SAID LEASE CONTAINS GRANTS UNTO LESSEE THE OPTION TO LEASE "THE SPACE IMMEDIATELY ADJACENT TO THE PREMISES" BY SEPTEMBER 30, 1988.

(D) LUNDMARK-ELLISON MACHINERY COMPANY FOR A TERM BEGINNING MAY 1, 1984 AND ENDING OCTOBER 31, 1985.

NOTE: SAID LEASE GRANTS UNTO LESSEE AN OPTION TO RENEW FOR A TWO YEAR PERIOD.

(E) WEB FINISHERS BINDERY, INC., A CORPORATION OF ILLINOIS, FOR A TERM BEGINNING OCTOBER 1, 1982 AND ENDING MARCH 31, 1986.

NOTE: SAID LEASE GRANTS UNTO LESSEE THE OPTION TO PURCHASE LOTS 1 AND 2 OF THE LAND.

(F) NOBLE U. S. A., INC., A CORPORATION OF DELAWARE, FOR A TERM BEGINNING FEBRUARY 1, 1982 AND ENDING MARCH 31, 1986.

NOTE: SAID LEASE GRANTS UNTO LESSEE THE RIGHT TO RENEW FOR AN ADDITIONAL TWELVE MONTH PERIOD.

NOTE: SAID LEASE GRANTS UNTO LESSEE THE OPTION TO LEASE ADDITIONAL SPACE.

(G) INTEC EQUIPMENT, INC., FOR A TERM BEGINNING JUNE 1, 1983 AND ENDING MAY 31, 1988.

(H) CLARION CORPORATION OF AMERICA, A CORPORATION OF CALIFORNIA FOR A TERM BEGINNING SEPTEMBER 15, 1983 AND ENDING SEPTEMBER 30, 1986.

(I) GULLO INTERNATIONAL DEVELOPMENT CORPORATION, AS SUBLESSEE OF THE CLARION CORPORATION OF AMERICA, FOR A TERM BEGINNING SEPTEMBER 15, 1983 AND ENDING SEPTEMBER 30, 1986.

87060623

UNOFFICIAL COPY

Property of Cook County Clerk's Office