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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (hereinafter referred to as "Assignment") is made this 6th day of March, 1987, by JIFFY LUBE REALTY PARTNERSHIP, an Indiana partnership ("Jiffy Realty") with a mailing address at 8919 Broadway, Merrillville, Indiana 46410 and PENNZOIL PRODUCTS COMPANY, a Nevada corporation which is a wholly-owned subsidiary of The Pennzoil Company ("Pennzoil") with a mailing address at Pennzoil Place, 700 Milam, Houston, Texas 77002 (hereinafter individually and/or collectively referred to as "Assignor") to SKOKIE TRUST AND SAVINGS BANK ("Assignee"), with a mailing address at 4400 Oakton Street, Skokie, Illinois 60076.

WITNESSETH:

WHEREAS, contemporaneously with the execution of this Assignment, and pursuant to the terms of a Master Loan Agreement of even date herewith (the "Loan Agreement"), Assignee has loaned certain funds to Jiffy Realty and Jiffy Lube of Illinois, Inc., an Illinois corporation (hereinafter referred to as "Jiffy Lube") (hereinafter Jiffy Realty and Jiffy Lube are collectively referred to as "Borrower") and Borrower has executed and delivered to Assignee that certain Promissory Note of even date herewith payable to Assignee in the principal sum of four hundred thirty four thousand (\$434,000.00) which matures on the "Term Loan Date" (as defined in the Note; which Note, together with any and all modifications and amendments thereof, is hereinafter referred to as the "Note"); and Pennzoil has executed and delivered to Assignee that certain Guaranty of even date herewith; and

WHEREAS, the Note is secured by, inter alia, a Mortgage and Security Agreement executed by Assignor and Jiffy Lube (hereinafter referred to as the "Mortgage") of even date herewith on the real property legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Mortgaged Premises") and on the "Collateral" (as defined in the Mortgage) (hereinafter the Mortgaged Premises and the Collateral are collectively referred to as the "Mortgaged Property"); and

WHEREAS, the Mortgaged Property or portions thereof has been leased to Jiffy Lube pursuant to that certain lease of even date herewith between Jiffy Lube, as tenant, and Jiffy Realty and Pennzoil as landlord (which lease, together with any and all modifications and amendments thereof, is hereinafter referred to as the "Lease"); and

WHEREAS, the Lease, together with the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Lease or from or out of the Mortgaged Property or any part thereof, including, but not by way of limitation, minimum rents, additional rents, percentage rents, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under the Lease upon the exercise of a cancellation privilege originally provided in the Lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property together with any and all rights and claims of any kind which Assignor may have

PREP. BY & SEND TO:

AMY ABRAMS
KATEM, MUCHIN, ZAVIS, PEARL
GREENBERGER & GALLER
525 W. MONROE ST. SUITE 1400
CHICAGO, IL 60606-3693

2 [Signature]

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against any obligor under the Lease or any subtenants or assignees thereof, or any occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"), are deemed additional security for the payment of the Note and any "Other Notes" (as defined in the Loan Agreement), and the performance of Borrower's obligations thereunder, and also under the Mortgage, the Guaranty, the Loan Agreement, and the "Other Agreements" (as defined in the Loan Agreement).

NOW, THEREFORE, in order to induce Assignee to make the above-mentioned loan and as additional security for the payment of the principal and interest due under the Note and any Other Notes, and for the performance and observance of all the agreements contained herein and in the Note, any Other Notes, the Mortgage, the Loan Agreement, and the Other Agreements, Assignor does hereby set over, assign and transfer to Assignee, upon the terms and conditions hereinafter contained, the Leases and Rents, together with all the right, title and interest of Assignor therein and thereto.

TOGETHER with any and all guaranties of the obligor's performance under the Lease, and

TOGETHER with the immediate and continuing right to collect and receive all of the Rents,

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the said Rents,

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated, as additional security for the payment of the principal and interest provided to be paid in the Note and any Other Notes, and for the performance and observance of all the covenants contained therein and in the Mortgage, the Loan Agreement and the Other Agreements .

Assignor hereby covenants and agrees as follows:

1. So long as there shall not have occurred a "Default" or an "Event of Default" under the Note, any Other Notes, the Mortgage, the Loan Agreement or the Other Agreements (as therein defined), Assignor shall retain the right to collect all of the Rents, and shall hold the same, in trust, to be applied first to the payment of all impositions, levies, taxes, assessments and other charges upon the Mortgaged Property, secondly to the cost of the maintenance of required insurance policies upon the Mortgaged Property, thirdly to any maintenance and repairs required by the Mortgage and lastly to the payment of obligations under the Note and the Mortgage, before using any part of the Rents for any other purposes.

2. At all times, any of Assignee's agents shall have the right to verify the validity, amount of or any other matter relating to the Lease, by mail, telephone, telegraph or otherwise, in the name of Assignor, Assignee, a nominee of Assignee, or any or all of said names.

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3. Unless Assignee notifies Assignor thereof in writing that it dispenses with any one or more of the following requirements, Assignor shall: (i) promptly, upon Assignor's receipt or learning thereof, inform Assignee, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors under any of the Leases; (ii) not permit or agree to any material extension, compromise or settlement or make any material change or modification of any kind or nature of or with respect to the Lease or the terms thereof; and (iii) promptly, upon Assignor's receipt or learning thereof, furnish to and inform Assignee of all material adverse information relating to or affecting the financial condition of any obligor of the Lease.

4. Within fifteen (15) days after demand therefor by Assignee, Assignor shall deliver to Assignee, in form and substance acceptable to Assignee, a detailed certified rent roll and such other matters and information relating to the Lease as Assignee may request.

5. Upon the occurrence of a Default or an Event of Default under the Note, the Other Notes, the Mortgage, the Loan Agreement or the Other Agreements, and provided that all of the applicable cure periods under said documents have expired, Assignee at its sole election and in its sole discretion, may do or require any one or more of the following:

(i) Immediately upon demand by Assignee, Assignor shall deliver to Assignee the original of the Lease, with appropriate endorsements and/or other specific evidence of assignment thereto to Assignee - which endorsement and/or assignment shall be in form and substance acceptable to Assignee.

(ii) Assignee, then or at any time or times thereafter, at its sole election, without notice thereof to Assignor, and without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Lease that the Lease has been assigned to Assignee, and Assignee (in its name, in the name of Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the Lease directly to Assignee.

(iii) Assignor, immediately upon demand by Assignee, irrevocably shall direct all obligors of the Lease then and thereafter to make all payments then and thereafter due from them under the Lease directly to Assignee.

(iv) Assignee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Assignor, to enforce the terms of the Lease and obtain payment of and collect the Rents, by legal proceedings or otherwise; to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; to make, modify, enforce, cancel or accept surrender of the Lease; to remove and evict any lessee or any subtenant or assignee of the lessee; to increase or reduce the Rents; to decorate, clean and make repairs; and to otherwise do any act or incur any costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the Rents so collected to the operation and management of the Mortgaged Property, but in such order as Assignee may

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deem proper, and including payment of reasonable management, brokerage and attorneys' fees, in the name of Assignor, Assignee, a nominee of Assignee, or in any or all of the said names.

(v) Assignee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Assignor, to declare all sums secured hereby immediately due and payable and, at its option, exercise any and/or all of the rights and remedies contained in the Note, the Other Notes, the Mortgage, the Loan Agreement or the Loan Documents.

(vi) Assignor hereby irrevocably designates, makes, constitutes and appoints Assignee (and all persons designated by Assignee) as Assignor's true and lawful attorney and agent-in-fact, with power, without notice to Assignor and at such time or times thereafter as Assignee, at its sole election, may determine, in the name of Assignor, Assignee or in both names: (a) to demand payment of the Rents and performance of the Lease; (b) to enforce payment of the Rents and performance of the Lease, by legal proceedings or otherwise; (c) to exercise all of Assignor's rights, interests and remedies in and under the Lease and to collect the Rents; (d) to settle, adjust, compromise, extend or renew the Lease and/or the Rents; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Lease; (f) to take control, in any manner, of the Lease and Rents; (g) to prepare, file and sign Assignor's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Lease; (h) to endorse the name of Assignor upon any payment or proceeds of the Rents and to deposit the same to the account of Assignee; and (i) to do all acts and things necessary, in Assignee's sole discretion, to carry out any or all of the foregoing.

(vii) All of the foregoing payments and proceeds received by Assignee shall be utilized by Assignee, at its sole election and in its sole discretion, for any one or more of the following purposes: (a) to be held by Assignee as additional collateral for the payment of Assignor's obligations and liabilities under the Note, the Other Notes, the Mortgage, the Loan Agreement and the Other Agreements; (b) to be applied to any of Assignor's obligations and liabilities under the Note, the Other Notes, the Mortgage, the Loan Agreement and the Other Agreements in such manner and fashion and to such portions thereof as Assignee, at its sole election, shall determine; (c) to be applied to such obligations of Assignor or the Mortgaged Property or the operation or business thereof as Assignee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (d) to be remitted to Assignor.

(viii) Assignee may also exercise any other rights and remedies then available under any applicable laws.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR HEREBY COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

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1) That Assignor is the owner in fee simple absolute of the Mortgaged Property and has good title to the Lease and Rents hereby assigned, and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein except as expressly set forth herein or in the Exhibits attached hereto; that Assignor has duly and punctually performed each and every term, covenant, condition and warranty of the existing Lease on Assignor's part to be kept, observed and performed; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Lease or Rents, whether now due or hereafter to become due; that any of the Rents due and issuing for any period, subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised; that Assignor has not received any funds or deposits from any obligor under the Lease in excess of one month's rent for which credit has not already been made on account of accrued rents; and that no obligor under the Lease is in default of any of the terms thereof.

2) That Assignor shall observe, perform and discharge, duly and punctually, each and every obligation, term, covenant, condition and warranty of the Note, any Other Notes, the Mortgage, the Loan Agreement, the Other Agreements and the Lease on the part of Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge same; to enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in the Lease by any obligor thereof to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Lease or the obligations, duties or liabilities of Assignor and/or any obligor thereunder, and, upon request by Assignee, will do so in the name and behalf of Assignee but at the expense of Assignor, and to pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum in any action or proceeding in which Assignee may appear.

3) That Assignor shall not receive or collect any of the Rents for a period of more than one month in advance (whether in cash or by promissory note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents; shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein; shall not cancel, terminate or consent to any surrender of the Lease, nor modify or in any way alter the terms thereof without, in each such instance enumerated in this paragraph, the prior written consent of Assignee.

4) That in the event any representation or warranty herein of Assignor shall be found to be untrue, or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, then, in each such instance, the same shall constitute and be deemed to be an Event of Default under the Note, any Other Notes, the Mortgage, the Loan Agreement and the Other Agreements, hereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable, and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

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5) That the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Mortgaged Property by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceedings relating to the Lease, the Rents or the Mortgaged Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Lease, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any obligor thereunder and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property; and that the collection of said Rents and application as aforesaid and/or the entry upon and taking possession of the Mortgaged Property shall not cure or waive, modify or affect any notice of default under the Note, any Other Notes, the Mortgage, the Loan Agreement or the Other Agreements so as to invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured for the time the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default, whether of the same or a different nature.

6) That Assignor hereby agrees to indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense which Assignee may or might incur by reason of this Assignment, or as a result of any action taken by Assignee hereunder (except any liability, loss, damage or expense resulting from Assignee's gross negligence or willful and wanton conduct), or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under the Lease more than one month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) shall be payable by Assignor immediately without demand, shall bear interest at the Default Interest Rate (as defined in the Note) from the date of Assignee's payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

7) That until the indebtedness secured hereby shall have been paid in full, Assignor hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment.

8) That the failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver by Assignee of any of its rights and

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remedies hereunder, under the Note, any Other Notes, the Mortgage, the Loan Agreement, the Other Agreements or under applicable law. The right of Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder or under the Note, any Other Notes, the Mortgage, the Loan Agreement or the Other Agreements.

9) That upon payment in full of all of the indebtedness secured by the Mortgage or hereunder, this Assignment shall become and be void and of no further effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute prima facie evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation may and is hereby authorized to rely thereon.

10) That all notices, demands or documents of any kind which either party may be required or may desire to serve upon the other hereunder shall be sufficiently served by delivering same to such party personally, or by depositing a copy of same with an overnight delivery service, charges prepaid, or in the United States mail, certified or registered mail, return receipt requested, postage prepaid and addressed to such party at the address first set forth above. Such notice shall be deemed to be received on the date of actual receipt if service is by personal delivery or overnight delivery service, and on the fifth (5th) day following posting if service is made through the United States mail.

11) That the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, subtenants and assigns of same, and all occupants and subsequent owners of the Mortgaged Property, and all subsequent holders of the Note and the Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

12) The rights and remedies of Assignee under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Assignee under the Mortgage. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Mortgage, the provisions contained in the Mortgage shall govern and control.

13) Pennzoil will directly or indirectly benefit from the relative success of the business being or to be conducted at the Mortgaged Property and as tenant-in-common with Jiffy Realty as owner of the Mortgaged Property deems it to be in its best interest for the Loans secured by this Mortgage to be made to Borrower. Accordingly, Pennzoil joins in the execution of this Assignment solely for the limited and exclusive purpose of subjecting all of its right, title and interest in the Mortgaged Property and that certain Development Agreement executed by Jiffy Lube on December 12, 1986, to the terms, covenants, provisions and liens of this Assignment. By its execution herein, Pennzoil makes no representations or warranties other than those provided in the

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Loan Agreement and the Other Agreements, and assumes no liability or recourse hereunder except to the extent of its interest in the Mortgaged Property.

IN WITNESS WHEREOF, this Assignment has been duly executed the day and year first above written.

JIFFY LUBE REALTY PARTNERSHIP,
an Indiana Partnership

By: [Signature]
Dale Gough, General Partner

By: [Signature]
Neville Gough, General Partner

Pennzoil Products Company, a Nevada
corporation

[Signature]
Name: F. A. Turner
Title: President

Attest: [Signature]
Name: M. Malinski
Title: Ass't Secretary

Property of Cook County Clerk's Office

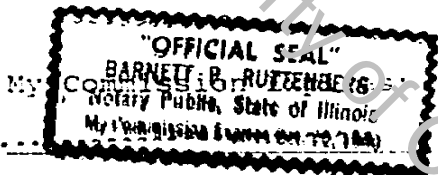
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STATE OF Illinois)
COUNTY OF Lake) SS:

I, Barnett P. Ruttenberg notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dale Gough, personally known to me to be a General Partner of Jiffy Lube Realty Partnership, an Indiana general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such General Partner he signed and delivered the said instrument, pursuant to authority given by the Partnership Agreement of said partnership, as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6 day of March, 1987.

Barnett P. Ruttenberg
Notary Public



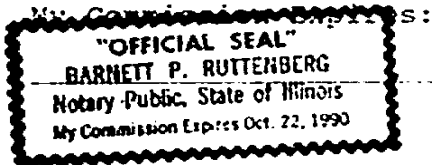
[SEAL]

STATE OF Illinois)
COUNTY OF Lake) SS:

I, Barnett P. Ruttenberg, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Neville Gough, personally known to me to be a General Partner of Jiffy Lube Realty Partnership, an Indiana general partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such General Partner he signed and delivered the said instrument, pursuant to authority given by the Partnership Agreement of said partnership, as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24 day of March, 1987.

Barnett P. Ruttenberg
Notary Public



[SEAL]

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STATE OF TEXAS)
COUNTY OF TARRANT) SS.

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I, Judy Lane, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that F. A. TURNER, personally known to me to be the President of Genetic Products Company a NEVADA corporation, duly licensed to transact business in the State of TEXAS, and Mark A. Malinski, personally known to me to be the ASSISTANT Secretary of said corporation and 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 severally acknowledged that they signed and delivered the said instrument as the President and ASSISTANT Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and Notarial Seal this 9 day of MARCH, 1987.

Judy Lane
Notary Public

My Commission Expires:

JUDY LANE
Notary Public for the State of Texas
My Commission Expires 5/2/89

CLERK OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 190 AND 191 (EXCEPT THE SOUTH 7 FEET OF SAID LOTS TAKEN FOR THE WIDENING OF ROOSEVELT ROAD) IN CUMMINGS AND FOREMAN'S REAL ESTATE CORPORATION HARRISON STREET AND 9TH AVENUE SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1924 AS DOCUMENT NUMBER 8278599 IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 187, 188 AND 189 (EXCEPT THE SOUTH 7 FEET OF LOTS 187, 188 AND 189 TAKEN FOR THE WIDENING OF ROOSEVELT ROAD) IN CUMMINGS AND FOREMAN'S REAL ESTATE CORPORATION HARRISON STREET AND 9TH AVENUE SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 29, 1924 AS DOCUMENT NUMBER 8278599 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN: AS 1119 ROOSEVELT ROAD, MAYWOOD, ILLINOIS

PERMANENT TAX NO.: 15-15-426-026

HDO
-027 = LOT 189
-028 = LOT 188
-029 = LOT 187

HDO - 15-15-429-026 ALL IT

IT's Office

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