

27.00

ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT is made this 30<sup>th</sup> day of June, 1987 by Chicago Title and Trust Company, not personally but solely as Trustee (the "Trustee") under a Trust Agreement dated June 5, 1987 and know as Trust Number 1090125 (the "Trust") and WILLIAM J. McENERY ("McEnery"), the sole beneficiary of the Trust (the Trust and McEnery are hereinafter collectively referred to as "Assignor"), to REPUBLIC SAVINGS BANK, F.S.B. ("Assignee").

WITNESSETH:

Assignor, for good and valuable consideration, including, without limitation, Assignee loaning \$8,000,000 under certain terms and conditions (the "Loan") to Gas City, Ltd., an Illinois corporation (the "Corporation"), the sole shareholder of which is McEnery who thereby is interested in and otherwise benefits from the Loan, the receipt and sufficiency of which is hereby acknowledged, hereby grants, transfers, sets over and assigns to Assignee, the entire lessor's interest in and to (a) the leases, if any, on Exhibit A attached hereto and made a part hereof; (b) any and all leases and subleases, now or hereafter existing, of the certain real estate set forth and legally described in Exhibit B attached hereto and made a part hereof and all buildings, structures and improvements now or hereafter constructed thereon (hereinafter collectively referred to as the "Premises"); (c) all leases or tenancies (including concessions) of the Premises or any part thereof, or any letting of or agreement for the use or occupancy of the Premises or any part thereof, whether written or oral, heretofore or hereafter made or agreed to by any party, including without limitation, Assignee in the exercise of the powers herein conferred or otherwise; and (d) any and all

**BOX 333-HV**

This instrument was prepared by and, after recording, return to:

Marc H. Steer, Esq.  
Greenberger, Krauss & Jacobs, Chartered  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601

**Property Addresses:**

- 14340-60 South LaSalle St.  
Oakland Park, Illinois
- 10201 South Cicero Ave.  
Oak Lawn, Ill.
- 2101 W. 154<sup>th</sup> St.  
Tinley Park, Ill.
- 601 South Frontage  
Burr Ridge, Ill.
- M3rd + Bell  
Homer Township (Will County) Ill.
- 3507 Chicago Rd.  
Steger, Illinois

**Permanent Real Estate Tax Index Nos.:**

- 27-09-215-007 BLO DJ
- 27-09-215-029 BLO DJ
- 24-18-115-011 CPS DJ
- 24-15-115-012 CPS DJ
- 27-23-101-005
- 27-23-101-010 DJ
- 09-75-400-021
- 05-02-400-009
- 15-05-215-001

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extensions, renewals and replacements of any of the foregoing (all of the leases, tenancies and rights described in subparagraphs (a) through (d) above are herein referred to as the "Leases"), together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Leases, together with all guaranties of any of the foregoing.

## THIS ASSIGNMENT OF RENTS IS GIVEN TO SECURE:

(a) Payment by the Corporation of the indebtedness evidenced by, and observance and performance by the Corporation of each and every one of the covenants, terms, conditions and agreements contained in a certain mortgage note of even date herewith (the "Note") made by Chicago Title and Trust Company, not personally but solely as Trustee (the "Corporation Trustee A") under a Trust Agreement dated June 5, 1987 and known as Trust Number 1090126 (the "Corporation Trust A") Lake County Trust Company, not personally but solely as Trustee (the "Corporation Trustee B") under a Trust Agreement dated November 15, 1984 and known as Trust Number 3465 (the "Corporation Trust B") (Corporation Trust A and Corporation Trust B are hereinafter collectively referred to as the "Corporation Trusts") and the Corporation, being the sole beneficiary of the Corporation Trusts (the Corporation Trusts and the Corporation are hereinafter sometimes collectively referred to as "Borrower") in the principal sum of EIGHT MILLION AND NO/100 DOLLARS (\$8,000,000.00) to the order of Assignee.

(b) Observance and performance by Borrower and Assignor, as applicable, of the covenants, terms, conditions and agreements contained in this Agreement, certain mortgages of even date herewith (the "Mortgages") made by each of the Trust and the Corporation Trusts to Assignee and creating first mortgage liens, respectively, on the Premises and on certain other real estate (that certain other real estate hereinafter collectively referred to as the "Corporation Premises"), Combined Security Agreements and Assignments of Beneficial Interest in Land Trust of even date herewith made by McEnergy and the Corporation to Assignee, certain Security Agreements (Chattel Mortgages) of even date herewith made by each of McEnergy and the Corporation to Assignee, a certain Collateral Account Agreement of even date herewith made by each of McEnergy and the Corporation to Assignee, and certain other collateral (all such collateral is hereinafter collectively referred to as the "Loan Documents").

AND ASSIGNOR HEREBY COVENANTS, AGREES AND REPRESENTS AS FOLLOWS:

1. Representations of Assignor. Assignor represents to Assignee that:

(a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income or profits assigned hereunder or entered into any agreement to subordinate any of the Leases, or

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Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(c) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation;

(d) the Assignor is the sole owner of the entire interest of the lessor in the Leases;

(e) any Leases are and will be valid and enforceable in accordance with their terms, and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;

(f) If any Lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee in amount and form and written by insurance companies as shall be satisfactory to Assignee; and

(g) Assignor shall not hereafter permit any Lease to become subordinate to any lien other than the lien of the Mortgages and any liens to which the applicable Mortgages are now, or may pursuant to its terms become, subordinate.

Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the date of any Event of Default under any of the Loan Documents, which default shall not have been cured within the time periods, if any, expressly established therefore, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Assignee.

2. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall submit to Assignee for Assignee's approval all Leases before executed by Assignor;

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and shall not do or suffer to be done anything to impair the security thereof, or without the express written consent of Assignee, (i) release the liability of any tenant thereunder, or (ii) permit any tenant thereunder to withhold the payment of rent or to make monetary advances

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and off-set the same against future rentals, or (iii) permit any tenant thereunder to claim a total or partial eviction, or (iv) permit any tenant thereunder to terminate or cancel any Lease except in the normal course of business; or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits in the normal course of business;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;

(e) Assignor shall not alter, modify or change the terms and provisions of any Lease or give any consent (including but not limited to, any consent to any assignment of, or subletting under, any Lease other than in the normal course of business) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease without the prior written consent of Assignee, which consent or approval shall be promptly delivered to Assignor if such alteration, modification, change, assignment, subletting, cancellation or termination is acceptable to Assignee, in Assignee's sole and absolute discretion;

(f) Assignor shall not accept a surrender of any Lease, or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder;

(g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall enforce the Leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant;

(j) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

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(k) Assignor shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any Lease received from any tenant or guarantor thereunder; and

(l) Assignor shall enforce the observance and performance of each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenant(s) thereunder.

3. Waiver of Liability. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers granted by the applicable Mortgages, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by the Assignor.

4. Rights Prior to Default. So long as Assignor is not in default hereunder, Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance, of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder (other than security or similar deposits), and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

5. Events of Default. Each of the following shall constitute an event of default for purposes of this Assignment:

(a) Failure of Borrower or Assignor to pay any installment of principal or interest payable pursuant to this Assignment, the Note, the Mortgages or any of the Loan Documents.

(b) Failure of Borrower or Assignor to promptly perform any other condition, covenant, term, agreement or provision required to be performed or observed by Borrower or Assignor under this Assignment, the Note, the Mortgages or any of the Loan Documents; provided, however, that unless and until the continued operation and safety of the Premises or the priority, validity or enforceability of the lien created by this Assignment, the Mortgages or any of the Loan Documents or the value of the Premises is immediately threatened or jeopardized, Borrower or Assignor, as applicable, shall have a period not to exceed thirty (30) days after written notice of any such failure of performance to cure the same.

(c) The existence of any material inaccuracy or untruth in any representation, covenant or warranty contained in this Assignment or any of the Loan Documents or of any statement or certification as to facts delivered to Assignee.

(d) If at any time between the date hereof and August 31, 1987 the liabilities, including Contingent Liabilities (as defined in the Note) (but excluding from Contingent Liabilities letters of credit obtained in the ordinary course of trade or business to secure and purchase inventory), of the Corporation exceed, in the aggregate, Eleven Million and No/100 Dollars (\$11,000,000.00).

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(e) If at any time from and after September 1, 1987 the liabilities, including Contingent Liabilities (as defined in the Note), of the Corporation exceed an amount equal to three hundred percent (300%) of the Book Value Net Worth (as defined in the Note).

(f) At any time any Borrower or Assignor files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or institutes (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, or admits in writing his or its inability to pay his or its debts as they mature, or makes an assignment for the benefit of his or its creditors, or seeks or consents to or acquiesces in the appointment of any receiver, trustee or similar officer for all or any substantial part of his or its property.

(g) The commencement of any involuntary petition in bankruptcy against any Borrower or Assignor, or the institution against any Borrower or Assignor of any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, or the appointment of a receiver, trustee or other officer for all or any substantial part of the property of any Borrower or Assignor which shall remain undismissed or undischarged for a period of sixty (60) days.

(h) Any sale, transfer, lease, assignment, conveyance, pledge, financing, lien or encumbrance made in violation of the provisions of this Assignment.

(i) The making of any levy, judicial seizure or attachment on the collateral secured by this Assignment or any portion thereof, which shall remain undismissed or undischarged for a period of thirty (30) days.

(j) The death or legal incompetency of McEnergy.

6. Rights and Remedies Upon Default. At any time upon or following the occurrence of any one or more events of default under the provisions of paragraph 5 of this Assignment, Assignee may, at its option and without any obligation to do so, without in any way waiving such event or events of default, without notice or demand on Borrower or Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Borrower or Assignor or any guarantor from any obligation hereunder, and with or without bringing any action or proceeding:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replace-

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ments thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Borrower or Assignor with interest thereon until paid at the "Default Interest Rate" applicable to the "Floating Interest Rate" (as those terms are defined in the Note) and shall be secured by this Assignment.

7. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more events of default under the provisions of paragraph 5 of this Assignment shall be applied as follows:

(a) First, to reimbursement of Assignee for and of all reasonable expenses of: taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary and proper, and reasonable attorneys' fees; reasonable operating and maintaining the Premises, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance provided in the Mortgage; the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary and proper, with interest thereon at the Default Rate;

(b) Second, to reimbursement of Assignee for and of all reasonable sums expended by Assignee pursuant to paragraph 6(d) hereof to make any payment or do any act required herein of Assignor, together with interest thereon at the Default Rate;

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(c) Third, to reimbursement of Assignee for and of all other reasonable sums with respect to which Assignee is indemnified pursuant to paragraph 8 hereof, together with interest thereon at the Default Rate;

(d) Fourth, to reimbursement of Assignee for and of all other reasonable sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the Loan Documents, with interest thereon at the Default Rate;

(e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note;

(f) Sixth, to payment of the unpaid balance of the principal sum of the Note; and

(g) Seventh, any balance remaining to Assignor, its successors and assigns.

8. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises following the occurrence of any one or more events of default under the provisions hereof or from any other act or omission of Assignee in reasonably managing, operating or maintaining the Premises following the occurrence of any one or more events of default under the provisions hereof. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, that Assignor's obligation pursuant to this Paragraph 8 shall not extend to any occurrence or matter in which Assignee has been guilty of willful misconduct or gross negligence. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the "Default Interest Rate" applicable to the "Floating Interest Rate" (as those terms are defined in the Note) and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

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9. Power of Attorney. McEnergy does hereby irrevocably appoint Assignee its true and lawful attorney in its name and stead and the Assignor hereby authorizes Assignee with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its discretion as it may determine, and to collect all of said rents, income, issues and profits now or hereafter arising from or accruing or due under the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions herein after set forth. Powers of attorney conferred upon Assignee pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Assignee.

10. Occurrence of Default. Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur an Event of Default in the performance and observance by any party other than the Assignee of its obligations and agreements under the Note, the Mortgages or the other Loan Documents, in each instance after any applicable grace period shall have expired. Nothing herein contained shall be deemed to affect or impair any rights which the Assignee may have under the Note, the Mortgages or the other Loan Documents, or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.

11. Instruction To Lessees. Assignor further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant under any Lease of the whole or any part of the Premises to pay all unpaid rental agreed upon in any Lease to Assignee upon receipt of demand from Assignee so to pay the same, without any inquiry as to whether or not said demand is made in compliance with the immediately preceding paragraph hereof. Assignee has not received or been transferred any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such as security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Assignee and accepted by Assignee by notice to the tenant under said Lease.

12. Continual Effectiveness. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by Assignee shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured or guaranteed by the Mortgage, in whatever form, and until all bills incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the Premises, or by the Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceeding, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all indebtedness secured or guaranteed by the Mortgage is fully satisfied before the expiration of any period of redemption.

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13. Bankruptcy. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to the Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment Assignee may elect.

14. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgages or any of the Loan Documents; this Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments; and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

15. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

16. Severability. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

17. Benefit. This Assignment is binding upon Assignor, its successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

18. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

19. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.



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20. Joint and Several Liability. McEnery and the Trustee shall be jointly and severally liable hereunder. An action to enforce this Assignment may be brought against either McEnery or the Trust without any requirement of joinder of the other party in such action. Any amounts due under this Assignment may be recovered in full from either McEnery or the Trust.

21. Notices. Any notice or demand required or permitted to be given under this Assignment shall be in writing and shall be personally delivered or mailed by United States registered or certified mail, return receipt requested, addressed as follows:

To Assignee: Republic Savings Bank, F.S.B.  
4600 West Lincoln Highway  
Matteson, Illinois 60443  
Attention: Robert Fahey

With a copy to: Republic Savings Bank, F.S.B.  
216 West Jackson, Suite 900  
Chicago, Illinois 60606  
Attention: John T. McLinden

And with a copy to: Greenberger, Krauss & Jacobs, Chtd.  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601  
Attention: Robert H. Shadur, Esq.

To Assignor: William J. McEnery  
c/o Gas City Ltd.  
160 South La Grange Road  
Frankfort, Illinois 60423

With a copy to: David I. Roth, Esq.  
20280 Governors Highway  
Suite 205  
Olympia Fields, Illinois 60461

Any notice or demand given by United States mail shall be deemed given on the second business day after the same is deposited in the United States mail as registered or certified mail, addressed as above provided with postage thereon fully prepaid. Either party may designate a different address for notice purposes by giving notice thereof in accordance with this Paragraph 16; provided, however, that such notice shall not be deemed given until actually received by the addressee.

22. Trustee Exculpation. This Assignment is executed by the Trustee, not personally but solely as Trustee of the Trust in the exercise of the power and authority conferred upon and vested in such Trustee of the Trust, and it is expressly understood and agreed that nothing in this Assignment shall be construed as creating any liability on such Trustee to personally perform any express or implied covenant, condition or obligation under this Assignment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Assignment. Notwithstanding the foregoing, the Assignee shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the Premises; (b) recovering any tenant security deposits, advance or pre-paid rents, earnest money deposits or proceeds due and payable under

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the terms of any contract whereby McEnery has sold any of his assets; (c) enforcing the personal liability of the Corporation, as a co-maker of the Note; and (d) enforcement of the rights and remedies under the Loan Documents.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

CHICAGO TITLE AND TRUST  
COMPANY, not personally but  
solely as Trustee under Trust  
Number 1090125 aforesaid

By: Thomas [Signature]  
Title: VICE-PRESIDENT

Attest: Salma M. [Signature]  
Title: ASS'T SECRETARY

[Signature]  
William D. McEnery

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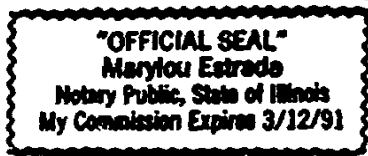
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, MARYLOU ESTRADA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that THOMAS SZYMOCZYK, the VICE-PRESIDENT of Chicago Title and Trust Company (the "Trust Company"), and PATRICE MCNICOLS, the ASST SECRETARY of said Trust Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASST SECRETARY, 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 Trust Company, as Trustee under Trust Number 1090125 for the uses and purposes therein set forth; and the said ASST SECRETARY then and there acknowledged that he, as custodian of the seal of said Trust Company, did affix the seal of said Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Trust Company, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 10<sup>TH</sup> day of JULY, 1987.



Marylou Estrada  
NOTARY PUBLIC

(SEAL)

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, DAVID J. RATH, a Notary Public in and for the County and State aforesaid, do hereby certify that William J. McEnery, who is 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 acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

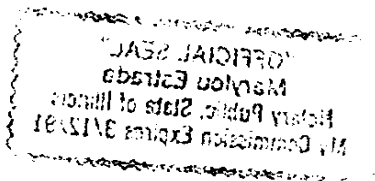
GIVEN under my hand and notarial seal, this 13<sup>TH</sup> day of July, 1987.

David J. Rath  
NOTARY PUBLIC

(SEAL)

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## EXHIBIT A

### LEASES

All leases set forth in Exhibit A to that "Gas City Master Lease" dated January 1, 1980 by and between William J. McEnery, as Lessor, and Gas City, Ltd., an Illinois corporation, as Lessee, including, without limitation leases pertaining to the following real property (as set forth below and as legally described in Exhibit B to this Assignment of Rents and Lessor's Interests in Leases):

1. 14340-60 South LaGrange  
Orland Park, IL
2. 10601 South Cicero Avenue  
Oak Lawn, IL
3. 8401 West 159th Street  
Tinley Park, IL
4. 601 South Frontage  
Burr Ridge, IL
5. 143rd & Bell  
Homer Township (Will County)
6. 3507 Chicago Road  
Steger, IL (Will County)

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EXHIBIT B

1. 14340-60 South LaGrange  
Orland Park, IL

LOT 12 AND THAT PART OF LOT 15 IN SUBDIVISION OF LOTS 1, 2, 3 AND 4 OF COTTAGE HOME SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM PARTS TAKEN FOR WIDENING OF 143RD STREET AND KEAN AVENUE) LYING SOUTH OF THE SOUTH LINE OF LOT 19 IN EAST ORLAND, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXTENDED EASTERLY OF THE EAST LINE OF LOT 15 AFORESAID, EXCEPTING THEREFROM THE NORTH 200 FEET OF THAT PART OF SAID LOT 15 LYING SOUTH OF THE SOUTH LINE OF SAID LOT 19 AS EXTENDED TO THE EAST LINE OF SAID LOT 15, IN COOK COUNTY, ILLINOIS

2. 10601 South Cicero Avenue  
Oak Lawn, IL

LOTS 1 AND 2 IN WILLIAM J. MCENERY'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 5 IN FREDERICK H. BARTLETT'S HIGHWAY ACRES, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE WEST 1/2 OF THE NORTH WEST 1/4 AND THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

3. 8401 West 159th Street  
Tinley Park, IL

THAT PART OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID NORTH WEST 1/4; THENCE WESTERLY 33.00 FEET ALONG THE NORTH LINE OF SAID NORTH WEST 1/4 OF SECTION 23 TO A POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WESTERLY RIGHT OF WAY LINE OF 84TH AVENUE AS PER TOWNSHIP DEDICATION, SAID POINT BEING THE POINT OF BEGINNING OF THE FOLLOWING

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DESCRIBED PARCEL OF LAND; THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE NORTH WEST 1/4 OF SECTION 23, 200.00 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE, 200.00 FEET TO A POINT; THENCE EASTERLY ALONG A LINE PERPENDICULAR TO THE LAST DESCRIBED COURSE AND PARALLEL TO THE NORTH LINE OF THE NORTH WEST 1/4 OF SECTION 23, 200.72 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF 84TH AVENUE AS PER TOWNSHIP DEDICATION; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE 200.00 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL "D"

THAT PART OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF SAID NORTH WEST 1/4; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTH WEST 1/4, 233.00 FEET TO A POINT; THENCE SOUTHERLY ALONG A LINE DRAWN PERPENDICULAR WITH SAID NORTH LINE OF THE NORTH WEST 1/4 200.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTHERLY ON LAST DESCRIBED COURSE, 163.07 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE NORTH 363.07 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF SAID NORTH WEST 1/4; THENCE EAST 201.27 FEET ALONG LAST DESCRIBED LINE TO THE POINT OF INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF 84TH AVENUE; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE OF 84TH AVENUE, 163.07 FEET TO A POINT OF INTERSECTION WITH A LINE DRAWN PARALLEL WITH SAID NORTH LINE OF THE NORTH WEST 1/4 AND PASSING THROUGH THE HEREINABOVE DESIGNATED POINT OF BEGINNING; THENCE WESTERLY 200.72 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

4. 601 South Frontage  
Burr Ridge, IL

THE WEST 200 FEET OF LOT 27 IN HINSDALE MEADOWBROOK FARMS, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THE SOUTH 175.0 FEET OF THE WEST 350.0 FEET, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 1952 AS DOCUMENT 650073 AND CERTIFICATE OF CORRECTION FILED JUNE 3, 1952 AS DOCUMENT 653220, IN DUPAGE COUNTY, ILLINOIS.

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5. 143rd & Bell  
Homer Township (Will County)

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 2, RUNNING THENCE NORTH 147.5 FEET, THENCE WEST 295 FEET, THENCE SOUTH 147.5 FEET, THENCE EAST TO THE PLACE OF COMMENCEMENT.

6. 3507 Chicago Road  
Steger, IL (Will County)

THE NORTH 1/2 OF THAT PART OF VACATED 35TH PLACE THAT LIES EAST OF THE WEST LINE OF LOT 14, EXTENDED SOUTHERLY, AND WEST OF THE EAST LINE, EXTENDED SOUTHERLY, OF LOT 15 (EXCEPTING THEREFROM THE EAST 10 FEET OF LOT 15) IN BLOCK 15, IN COLUMBIA HEIGHTS, A SUBDIVISION OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 4, AND THE NORTH EAST 1/4 OF SECTION 5, EXCEPT THE WEST 15.03 CHAINS THEREOF, ALL IN TOWNSHIP 34 NORTH, AND IN RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1891, IN PLAT BOOK 75 AND 79,

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02/15/2025