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08/17/88

ASSIGNMENT OF LEASES AND RENTS

16.00

KNOW ALL MEN BY THESE PRESENTS, that Chicago Title and Trust Company, not personally but solely as Trustee under Trust Agreement dated January 20, 1987 and known as Trust No. 1089621 ("Trustee") whose address is 111 West Washington Street, Chicago, Illinois 60602 and David Israel, Aaron Israel and Miriam Israel ("Beneficiaries" and with the Trustee, the "Assignor"), whose address is 6314 North Lincoln Avenue, Chicago, Illinois 60659 in consideration of the sum of \$1,300,000.00 and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer and set over unto Exchange National Bank of Chicago, a national banking association, with its principal office at 120 South LaSalle Street, Chicago, Illinois 60603 (hereinafter referred to as the "Mortgagee", all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor or either of them may have heretofore made or agrees to or may hereafter make or agree to, or which may be made or agreed to by the Mortgagee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (hereinafter a "Lease", or, collectively, the "Leases"), all relating to that certain real estate situated in the County of Cook, State of Illinois, described in Exhibit "A" attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor or either of them in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees under the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain promissory note of the Trustee bearing even date herewith, payable to the order of the Mortgagee in the face principal sum of \$1,300,000.00 and any notes issued in extension or renewal thereof or in substitution therefor (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage and Security Agreement with Assignment of Rents bearing even date herewith, from the Trustee to the Mortgagee (the "Mortgage") conveying and mortgaging the Premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iii) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Mortgagee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or any security therefor, including this Assignment.

The Assignor does hereby irrevocably authorize and empower the Mortgagee after an uncured default hereunder to ask, demand, collect, receive, receipt for, sue for, compound and give

This instrument was prepared
by and should be returned to:

Permanent Index No.:
17-03-207-024

Michael S. Kurtzon
Miller, Shakman, Nathan & Hamilton
208 S. LaSalle Street, Suite 1200
Chicago, Illinois 60604

Street Address
113 East Oak Street
Chicago, Illinois

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BOX 333

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acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Mortgagee's discretion to file any claim or take any other action or proceeding, either in the Mortgagee's name or in the name of the Assignor or either of them or otherwise, which the Mortgagee may deem reasonably necessary or appropriate to collect any and all sums due or to become due under any Lease, or which may be reasonably necessary or appropriate to protect and preserve the right, title and interest of the Mortgagee in and to such sums and the security intended to be afforded hereby.

The Assignor warrants to the Mortgagee that the Assignor has good right to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

Notwithstanding the foregoing provisions making and establishing a present and absolute transfer and assignment of all rents, earnings, income, issues and profits as aforesaid, and so long as no event of default shall exist under either of the Note or the Mortgage and no event shall exist which if uncured within any applicable cure period, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due but not more than 30 days in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant under any Lease upon demand and notice from the Mortgagee of the Mortgagee's right to receive the rents hereunder, shall pay such rents to the Mortgagee without any obligation on the part of such tenant to determine the actual existence of any default or event claimed by the Mortgagee as the basis for the Mortgagee's right to receive such rents and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives either right or claim against any tenant for any such rents paid by tenant to the Mortgagee.

Without limiting any legal rights of the Mortgagee as the absolute assignee of the rents, issues and profits of the Premises and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage, whether before or after the Note is declared due in accordance with its terms or under the terms of said Mortgage, the Mortgagee may, at its option take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of said Premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and hold, operate, manage and control the Premises, and at the expense of the Assignor from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor to cancel the same and in every such case have the right to manage and operate the said Premises and to carry on the business thereof as the Mortgagee shall deem best.

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After payment of all proper charges and expenses, including the just and reasonable compensation for the services of the Mortgagee, its attorneys, agents, clerks, servants and other employed by the Mortgagee in connection with the operation, management and control of the Premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Mortgagee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of the Mortgagee hereunder, the Mortgagee may, at its option, credit the net amount of income which the Mortgagee may receive by virtue of this Assignment and from the Premises to any and all amounts due or owing to the Mortgagee under the terms and provisions of the Note, the Mortgage and any loan or security agreement pertaining thereto, whether or not the same may then be due or be otherwise adequately secured. Mortgagee shall have the right, but not the duty to apply such net income to the discharge of any other lien or charge upon the Premises or to completion of the improvements being financed out of the proceeds of the Note. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of the Mortgagee. Mortgagee shall be subrogated to any lien or charge discharged out of the rents, income and profits of the Premises.

The Assignor hereby further covenants that the Assignor will, upon request of the Mortgagee, execute and deliver such further instruments and do and perform such other acts and things as the Mortgagee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Mortgagee the rights and rents which are intended to be assigned to the Mortgagee hereunder.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any commercial Lease of the Premises without the prior written consent of the Mortgagee, which will not be unreasonably withheld, not to further assign, encumber or permit to be assigned or encumbered their rights under the Leases or their rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Mortgagee.

The acceptance by the Mortgagee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Mortgagee, be deemed or construed to constitute the Mortgagee a mortgagee in possession nor thereafter impose any obligation whatsoever upon the Mortgagee, it being understood and agreed that the Mortgagee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases of the Premises or under or by reason of this Assignment. Mortgagee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Mortgagee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Mortgagee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Mortgagee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate (as such term is defined in the Note) shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Mortgagee therefor immediately upon demand.

The rights and remedies of the Mortgagee hereunder are cumulative and are not in lieu of, but are in addition to, any rights or remedies which the Mortgagee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Mortgagee of any rights and

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remedies herein contained shall not be deemed a waiver of any other rights or remedies of Mortgagee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Mortgagee deems it in its interest to do so. The rights and remedies of the Mortgagee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Mortgagee to enforce 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 rights under the terms hereof. The right of the Mortgagee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Mortgagee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

This Instrument is executed by Chicago Title and Trust Company not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the Assignor because or in respect of this Instrument or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each taker and holder hereof, but nothing herein contained shall modify or discharge the personal liability expressly assumed by any guarantor hereof, and each original and successive holder of this Instrument accepts the same upon the express condition that no duty shall rest upon the undersigned to sequester the rents, issues and profits arising from the property described in said Mortgage, or in the proceeds arising from the property described in said Mortgage, or in the proceeds arising from the sale or other disposition thereof, but that in case of default in the performance of the obligations of the Assignor hereunder, the sole remedy of the holder hereof shall be by foreclosure of the said Mortgage given to secure the indebtedness evidenced by this Instrument in accordance with the terms and provisions in said Mortgage set forth, by realization on other collateral security hereof and/or by action to enforce the personal liability of any guarantor of the payment hereof.

This Assignment shall be assignable by the Mortgagee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

DATED as of the 23rd day of August, 1988.

ATTEST:

Chicago Title and Trust
Company, as Trustee as
aforesaid

By: *Ronald A. Catalano*
Its: Assistant Secretary

By: *Susan Becker*
Its: Vice President

David Israel
David Israel

Miriam Israel
Miriam Israel

Aaron Israel
Aaron Israel

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4-10-2020

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STATE OF ILLINOIS))
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that SUDAN BEHREZ MAN Vice President of Chicago Title and Trust Company and DORVILLE CAPALANO Assistant Secretary of said Corporation, whose names are subscribed to the foregoing instrument as such 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 own free and voluntary act of said Corporation 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 Corporation, did affix the corporate seal of said Corporation for the uses and purposes therein set forth.

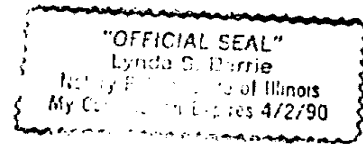
GIVEN under my hand and Notarial Seal this 26th day of August, 1988.

(NOTARY SEAL)

Lynda S. Barrie
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS))
) SS.
COUNTY OF COOK)



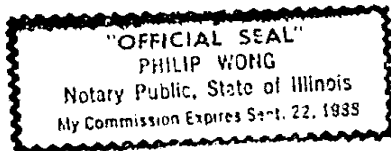
I HEREBY CERTIFY that on this 26th day of August, 1988, before me personally appeared David Israel, Miriam Israel and Aaron Israel, to me known to be the same persons who signed the foregoing instrument as their free act and deed for the use and purpose therein mentioned.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

Philip Wong
Notary Public

My Commission Expires: _____



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EXHIBIT "A"

LEGAL DESCRIPTION

The East 1/2 of Lot 5 in Lawrence's Subdivision of part of Lot 7 in the subdivision of the North 1/2 of Block 8 in the subdivision by Commissioners of Illinois and Michigan, Canal of South fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, commonly known as 113 East Oak Street, Chicago, Illinois.

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ASSISTANT