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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that this 7th day of January, 1988, the undersigned, LEYDEN COMMUNITY HOSPITAL, INC., an Illinois corporation ("Assignor"), is executing and delivering to ST. ANNE'S HOSPITAL WEST, INCORPORATED, an Illinois not for profit corporation ("Assignee"), this Assignment of Rents and Leases ("Assignment") with respect to certain real estate located in Cook County, Illinois owned by Assignor, the legal description of which is set forth on Exhibit A attached hereto (the "Premises").

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RECITALS

A. Credit Agreement. Assignor and Assignee have entered into a Credit Agreement of even date herewith (as it may from time to time be amended, supplemented or modified, herein referred to as the "Credit Agreement") pursuant to which Assignee will extend credit to Assignor in the aggregate principal amount of Three Million Two Hundred Twenty Five Thousand and 00/100 Dollars (\$3,225,000.00), pursuant to the terms and conditions set forth therein, all in connection with the purchase by Assignor of certain assets, including but not limited to the Premises, from Assignee pursuant to an Agreement of Purchase and Sale of Assets dated October 24, 1987 by and between Assignor and Assignee (the "Purchase Agreement").

B. Notes, Principal and Interest. Assignor has executed and delivered to Assignee a certain Secured Promissory Note of even date herewith in the principal amount of Three Million Two Hundred Twenty Five Thousand and 00/100 Dollars (\$3,225,000.00) payable to the order of Assignee at the office of Assignee in Elk Grove Village, Illinois and due and payable in full, if not sooner paid, on or before the date indicated in such Secured Promissory Note, subject to acceleration as provided in such Secured Promissory Note or in the Credit Agreement (such promissory note, together with any and all amendments or supplements thereto, modifications, extensions or refinancings thereof and notes which may be taken in whole or partial renewal, substitution or extension thereof or which may evidence any of the Obligations (as hereinafter defined) are herein sometimes collectively referred to as the "Note").

The Note bears interest as provided therein on the principal amount thereof from time to time outstanding; all principal and interest on the Note are payable in lawful money of the United States of America at the office of Assignee in Elk Grove Village, Illinois, or at such place as the holder(s) thereof may from time to time appoint in writing.

C. Assignor's Security Documents. Assignor has executed and delivered to Assignee this Assignment and certain other security documents which include: (i) a Security

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Agreement-Inventory, Fixtures, Equipment and General Intangibles of even date herewith by which Assignor has assigned and granted to Assignee a continuing security interest in, among other things, certain of Assignor's presently existing and after-acquired inventory, chattel paper, general intangibles, machinery, equipment, fixtures, and other real and personal property, all additions and accessions thereto and all proceeds and products thereof, as more fully set forth therein and (ii) a Junior Mortgage of even date herewith (the "Mortgage") by which Assignor has granted to Assignee a mortgage on the premises commonly known as 365 East North Avenue, Northlake, Illinois and 311, 313, 315 and 317 East North Avenue, Northlake, Illinois. Churchill, Sterling & Stewart, Ltd., an Illinois corporation ("CS&S"), has executed and delivered to Assignee a Pledge Agreement of even date herewith (the "Pledge Agreement") by which CS&S has pledged certain marketable securities to Assignee as additional security for the performance of the Obligations (unless otherwise provided, this Assignment, the documents identified in (i) and (ii) in this Recital and the Pledge Agreement are herein collectively referred to as the "Security Documents" and the Security Documents together with the Purchase Agreement, the Note, the Credit Agreement and each and every and all documents or instruments executed, granted and delivered by Assignor to Assignee to evidence and/or to secure the Obligations are, as they may from time to time be amended, supplemented or modified, herein collectively referred to as the "Loan Documents").

D. The Obligations. As used herein, the term "Obligations" means and includes all of the following:

Any and all indebtedness, obligation or liability of every kind and nature of Assignor to Assignee, howsoever evidenced, whether now existing or hereafter created or arising, direct or indirect, primary or secondary, absolute or contingent, due or to become due, joint or several, and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise including, without limitation, all indebtedness of Assignor under the Loan Documents and any extensions, renewals and modifications thereof; the prompt, full and faithful performance by Assignor of all of the covenants, obligations and agreements (and the truth of all representations and warranties) on the part of Assignor contained in this Assignment and the other Loan Documents; all advances, costs, or expenses paid or incurred by Assignee to protect or preserve any or all of the Premises, or to perform any responsibility of Assignor hereunder or under the other Loan Documents; interest on all of the foregoing; and, in the event of any proceeding to enforce the collection of the Obligations or any of them, the reasonable expenses of collecting or enforcing payment of the Obligations or of Assignee retaking, holding, preparing for sale, selling, or otherwise disposing of any or all of the Premises upon exercise by Assignee of its rights hereunder, including

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reasonable attorneys' fees and court costs relating to any of the foregoing.

NOW, THEREFORE, to induce Assignor to sell and convey the Purchased Assets to Assignor pursuant to the terms of the Purchase Agreement and to extend credit to Assignor pursuant to the Credit Agreement and as a condition precedent thereto and to secure the payment of the Note, the Obligations and any and all indebtedness of Assignor to Assignee arising under the Loan Documents or otherwise, Assignor hereby sells, assigns and transfers unto Assignee all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements, and all the avails thereunder, to Assignee. Assignor hereby irrevocably appoints Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises as provided herein or in the Mortgage to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as said Assignee shall, in its discretion, determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every of the leases and agreements, written or verbal, or other tenancy existing, or which may hereafter exist on the Premises, 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 pursuant to the provisions of the Mortgage.

Assignor hereby irrevocably authorizes and directs each lessee of and under each of the leases now existing and hereafter made affecting the Premises and any successor to the interest of each such lessee, upon receipt of any written request of Assignee stating that an Event of Default exists as hereinafter defined, to pay to Assignee the rents due and to become due under the lease of each such lessee. Assignor agrees that each such lessee shall have the right to rely upon any such statement and request by Assignee that such lessee shall pay such rents to Assignee without any obligation or right to inquire as to whether such Event of Default actually exists and notwithstanding any notice from or claim of Assignor to the contrary, and that Assignor shall have no right or claim against any such lessee for any such rents so paid by any such lessee to Assignee.

Assignor represents and agrees that no rent or other sums due have been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance

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and that the payment of the rents or such other sums to accrue for any portion of the said Premises has not been and will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor. Assignor waives any rights of set off against any person in possession of any portion of the Premises. 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 to Assignee rental insurance, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Assignee. Assignor agrees that it will not assign any of the rents or profits of the Premises, except to a purchaser or grantee of the Premises, and will only make such assignment after the prior written approval of Assignee.

Nothing herein contained shall be construed as constituting Assignee an Assignee in possession in the absence of taking of actual possession of the Premises by Assignee pursuant to the Mortgage or hereunder. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignor, all such liability being expressly waived and released by Assignor.

Assignor further agrees to assign and transfer to Assignee all future leases upon all or any part of the Premises and to execute and deliver at the request of Assignee all such further assurances and assignments in the Premises as Assignee shall from time to time require.

Although it is the intention of the parties that the assignment contained herein shall be 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 or powers conferred upon it until a default shall exist under any of the Loan Documents or hereunder which shall not be cured within any applicable grace period.

In the event Assignor, as additional security for the payment of the indebtedness described in this Assignment and secured hereby, has sold, transferred and assigned, or may hereafter sell, transfer and assign, to Assignee, its successors and assigns, any interest of Assignor as lessor in any lease or leases, Assignor expressly covenants and agrees that if Assignor shall fail to perform and fulfill any term, covenant, condition or provision in said lease or leases, or any of them, on its part to be performed or fulfilled, at the times and in the manner in said lease or leases provided, or if Assignor shall suffer or permit to occur any breach or default under the provisions of any assignment of any lease or leases of the Premises given as additional security for the payment of the indebtedness secured hereby and such default shall continue for fifteen (15) days after notice to Assignor (or such shorter period as may be

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provided to cure such default by the terms of the applicable document) then and in any such event, such breach or default shall constitute an Event of Default hereunder.

Assignor agrees that any of the following shall constitute an Event of Default hereunder:

(a) Assignor shall default in the observance or performance of any obligation, term, covenant or condition hereunder and such default shall continue for a period of thirty (30) days, or Assignor shall suffer or permit a default under the Mortgage which is not cured within any applicable cure period; or Assignor shall herein make any representation or warranty which shall not be true and correct in any material respect;

(b) The occurrence of an Event of Default under the Credit Agreement or any other Loan Document as the term "Event of Default" is respectively defined or used therein;

(c) Assignor shall default in any of its obligations under the Purchase Agreement; or

(d) Any other occurrence constituting an Event of Default under the specific terms hereof shall occur.

Assignor agrees that if an Event of Default shall occur, Assignee shall, without notice to or demand upon Assignor, be entitled: to declare the Obligations immediately due and payable and to exercise any and all rights and remedies under the Loan Documents or hereunder, as well as such rights and remedies as may be available at law or equity. If an Event of Default shall occur, then Assignor shall, whether before or after the whole principal sum secured hereby is declared to be immediately due as aforesaid, or whether before or after the institution of legal proceedings to foreclose the lien of the Mortgage or before or after sale thereunder, forthwith, upon demand of Assignee, surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agent or attorneys. In such event, Assignee in its discretion may, with or without process of law, enter upon and take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts of Assignor or the owner of the Premises relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom and may as attorney in fact or agent of Assignor, or in its own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises, including

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actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, and with full power: (a) to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same; (b) to elect to disaffirm any lease or sublease which is then subordinate to the lien hereof; (c) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees occupying the Premises pursuant to the terms of a lease to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and beyond the date of the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Assignment indebtedness, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser; (d) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to it may seem judicious; (e) to insure and reinsure the same and all risks incidental to Assignee's possession, operation and management thereof; and (f) to receive all of such avails, rents, issues and profits; hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor. All rights and remedies of Assignee hereunder shall be cumulative, shall be in addition to other rights and remedies of Assignee howsoever arising and may be exercised concurrently or independently, from time to time, as Assignee shall elect.

Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases. Assignor shall and does hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases or admission agreements. Should Assignee incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand.

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Assignee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

(a) To the payment of the operating expenses of the Premises including cost of management and leasing thereof (which shall include reasonable compensation to Assignee and its agent or agents, if management or operation be delegated to an agent or agents, and shall also include other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

(d) To the payment of any indebtedness secured hereby.

Assignee shall have the right to inspect the Premises at all reasonable times and access thereto shall be permitted for that purpose.

Assignor hereby authorizes Assignee to give notice in writing of this Assignment at any time to any lessee under any of said leases.

This Assignment shall be assignable by Assignee to any assignee of Assignee under the Mortgage and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective legal representatives, successors and assigns.

All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing and shall be deemed sufficiently given when delivered or mailed by United States registered or certified mail, postage prepaid, addressed to the parties as follows:

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ASSIGNOR:

Leyden Community Hospital, Inc.
c/o Churchill, Sterling & Stewart, Ltd.
8 South Michigan Avenue
Chicago, Illinois 60603
Attn.: Major General Wayne Jackson
Chairman

ASSIGNEE:

St. Anne's Hospital West, Incorporated
c/o Ancilla Systems Incorporated
1400 Elmhurst Road
Elk Grove Village, IL 60007
Attn.: Alethea Caldwell
President

with a copy to

Vedder, Price, Kaufman & Kammholz
115 South LaSalle Street, Suite 3000
Chicago, IL 60603
Attn.: Richard H. Sanders, Esq.

By notice complying with this paragraph, each person described above may from time to time change the address to be subsequently applicable to it for the purpose of this paragraph.

This Assignment was negotiated and executed in the State of Illinois, the Loan Documents have been negotiated and executed in the State of Illinois and Assignee and Assignor are Illinois entities. This Assignment and all of the Loan Documents shall be governed by and construed under the laws of the State of Illinois.

To the greatest extent permitted by law, Assignor hereby waives any and all rights to require marshalling of assets by Assignee.

It is expressly intended, understood and agreed that this Assignment, and the other Loan Documents, are made and entered into for the sole protection and benefit of Assignor and Assignee, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent permitted hereunder), and no other person or persons shall have any right at any time to action hereon or rights to the proceeds of the loans evidenced and secured by the Loan Documents; that such loan proceeds do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any such undisbursed loan proceeds at any time, and that Assignee shall have a lien upon and right to direct

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application of any such undisbursed loan proceeds as provided in the Loan Documents.

The relationship between Assignee and Assignor is solely that of a creditor and a debtor, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than as set forth above.

Assignor and Assignee intend and believe that each provision in this Assignment comports with all applicable local, state or federal laws and judicial decisions. However, if any provision or provisions, or if any portion of any provision or provisions, in this Assignment is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Assignment to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent both of Assignor and Assignee that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interests of Assignor and Assignee under the remainder of this Assignment shall continue in full force and effect.

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Assignor agrees, represents and warrants that (a) it is a duly constituted and existing corporation and is duly organized and existing under the laws of Illinois, is duly qualified and in good standing in every other state in which the nature of its business may require such qualification and is duly authorized to make and perform its obligations under this Assignment and the other Loan Documents and (b) neither the making of this Assignment nor the performance of its obligations hereunder will violate any provision of law or any agreement, indenture, or note or other instrument binding upon Assignor.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment this 7th day of January, 1988.

LEYDEN COMMUNITY HOSPITAL, INC.

By: *Henry G. Mazz*
Its Exec. V.P.

ATTEST:

Ann Larky
Secretary

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1988 JAN 13 PM 3:34

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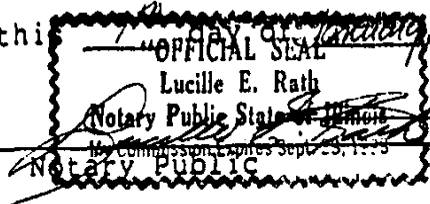
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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, ~~Lucille E. Rath~~, a Notary Public in and for said County in the State aforesaid, do hereby certify that PHILIP MASZUCA, personally known to me to be the Executive Vice President of Leyden Community Hospital, Inc., an Illinois corporation and M. L. [unclear] personally known to me to be the [unclear] of Leyden Community Hospital, Inc., an Illinois corporation personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 23 day of September, 1988.



Commission expires: Sept 23, 1988

This instrument was prepared by: Richard H. Sanders, Esq.
(NAME)

115 South LaSalle Street, Suite 3000, Chicago, Illinois 60603
(CITY) (STATE) (ZIP CODE)

Mail this instrument to: Richard H. Sanders, Esq.
(NAME)

115 South LaSalle Street, Suite 3000, Chicago, Illinois 60603
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. BOX 333-GG

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EXHIBIT "A"

Legal Description

PARCEL 1:

LOTS 6, 7, 8 (EXCEPT THE EAST 26 FEET THERE-
OF) IN BLOCK 1; ALSO LOTS 1, 2, 3, 4, AND 15
IN BLOCK 2, IN TOWN MANOR, A SUBDIVISION OF
THE NORTH 100 ACRES OF THE NORTH EAST 1/4 OF
SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST
OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, CREATED BY
DEED RECORDED 1-13-88 AS DOCUMENT 88019557 OVER
THE FOLLOWING:

A STRIP OF LAND OF VARIOUS WIDTHS OVER THAT
PART OF LOT 14 IN BLOCK 2 IN TOWN MANOR, A
SUBDIVISION OF THE NORTH 100 ACRES OF THE
NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39
NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL
MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID
LOT 14; THENCE NORTH 0 DEGREES 00 MINUTES 00
SECONDS EAST ALONG THE WEST LINE OF SAID LOT
133.57 FEET TO THE NORTH WEST CORNER OF SAID
LOT; THENCE NORTH 88 DEGREES 15 MINUTES 38
SECONDS EAST ALONG THE NORTH LINE OF SAID LOT
42.02 FEET TO A LINE 42.00 FEET EAST OF AND
PARALLEL WITH THE WEST LINE OF SAID LOT;
THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS
EAST ALONG SAID PARALLEL LINE A DISTANCE OF
32.00 FEET; THENCE SOUTH 35 DEGREES 19
MINUTES 49 SECONDS WEST 20.76 FEET TO A POINT
ON A LINE 30.00 FEET EAST OF AND PARALLEL
WITH THE WEST LINE OF SAID LOT; THENCE SOUTH
0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG
SAID PARALLEL LINE A DISTANCE OF 85.00 FEET
TO THE POINT OF INTERSECTION WITH THE SOUTH
LINE OF SAID LOT; THENCE SOUTH 88 DEGREES 15
MINUTES 37 SECONDS WEST ALONG THE SOUTH LINE
OF SAID LOT 30.01 FEET TO THE POINT OF BEGIN-
NING OF THE STRIP OF LAND HEREIN DESCRIBED,
IN COOK COUNTY, ILLINOIS

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PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS CREATED BY
DEED RECORDED 1-13-88 AS DOCUMENT 88019557 .
OVER THE FOLLOWING:

THE NORTH 30.00 FEET OF LOT 9 IN BLOCK 1, (AS MEASURED PERPENDICULARLY TO THE NORTH LINE OF SAID LOT) IN TOWN MANOR, A SUBDIVISION OF THE NORTH 100 ACRES OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#: 15-05-211-006, 007, 008, 017
 15-05-212-001, 002, 003, 004, 008, 009
 Address of Property: 1011 1012 1013 1014 1015
 311, 313, 315, 317 and 365 E. North Ave, Northlake, IL

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