

# UNOFFICIAL COPY

3 3 0 1 88019561

## AGREEMENT FOR ASSUMPTION OF MORTGAGE AND ASSIGNMENT OF RENTS

4200

Agreement made this 7th day of January, 1988, by and among ST. ANNE'S HOSPITAL WEST, INCORPORATED, an Illinois not for profit corporation ("St. Anne's West"), LEYDEN COMMUNITY HOSPITAL, INC., an Illinois corporation ("Leyden"), and CHURCHILL, STERLING & STEWART, LTD., an Illinois corporation ("CS&S").

### W I T N E S S E T H:

WHEREAS, on January 7, 1988, St. Anne's West transferred certain property to Leyden which property is legally described on Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, in consideration of the transfer of the Property Leyden delivered a promissory note ("Note") to St. Anne's West in the principal amount of \$3,225,000, which Note is secured by a Mortgage on the Property dated January 7, 1988, and recorded 1-13, 1988, as Document No. 88019558 in the Cook County Recorder of Deeds ("Mortgage") and under an Assignment of Rents and Leases on the Property dated January 7, 1988, and recorded 1-13, 1988, as Document No. 88019559 in the Cook County Recorder of Deeds ("Assignment") copies of which are attached hereto as Exhibits B and C, respectively, and are incorporated herein; and

WHEREAS, Leyden desires to convey the Property to CS&S and CS&S desires to assume the obligations of Leyden under the Mortgage and Assignment and pursuant thereto the consent of St. Anne's West is required in order for Leyden to transfer the Property and for CS&S to assume the Mortgage and Assignment; and

WHEREAS, Leyden and CS&S represent to St. Anne's West that the lien of the aforesaid Mortgage held by St. Anne's West is a valid second lien on said Property subject only to the prior lien of the Federal Savings and Loan Insurance Corporation in the amount of approximately \$258,935.00; and

WHEREAS, in consideration of the consent by St. Anne's West to the transfer by Leyden to CS&S of the Property, CS&S is willing to assume the obligations of the mortgagor and the assignor under the Mortgage and Assignment, respectively, such assumption having been agreed to by and between Leyden and CS&S as partial consideration for the conveyance of the aforesaid Property by Leyden to CS&S;

NOW THEREFORE, in consideration of the premises and of the mutual agreements herein and upon the condition that the lien of

88019561

7140658 DZ

9

# UNOFFICIAL COPY

0 3 0 1 9 5 6 1

2

the aforesaid Mortgage and Assignment held by St. Anne's West is a valid second lien on said Property and that the execution of this Agreement will not impair the lien of said Mortgage and Assignment, the parties hereto agree as follows:

1. CS&S hereby adopts and agrees to be bound by all of the covenants, agreements, obligations and provisions of the Mortgage and Assignment as they pertain to the original mortgagor and assignor, Leyden, as though said Mortgage and Assignment had originally been executed by CS&S as the mortgagor and assignor.

2. St. Anne's West consents to the conveyance of the Property to CS&S by Leyden and consents to the assumption of the obligations of Leyden by CS&S under the Mortgage and the Assignment.

3. Leyden hereby acknowledges that it will not be released from any of its obligations, covenants, agreements and liability under the Note, Mortgage or the Assignment by reason of this Agreement.

4. CS&S agrees to lease the Property to Leyden or its successors and assigns during the term of the Mortgage upon such terms and conditions as are approved in writing by St. Anne's West prior to the execution of any such lease.

88019561

# UNOFFICIAL COPY

9 3 0 1 9 5 6 1

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

LEYDEN COMMUNITY HOSPITAL, INC.

By: [Signature]  
Its Exec. V.P.

By: [Signature] Its Asst. Secretary  
CHURCHILL, STERLING, & STEWART, LTD.

By: [Signature]  
Its Secretary

By: [Signature] Its Asst. Secretary  
CONSENT TO ASSUMPTION:

ST. ANNE'S HOSPITAL WEST, INCORPORATED

By: [Signature]  
Its Secretary

By: [Signature] Its Secretary

This instrument was prepared by Douglas M. Hambleton, Vedder, Price, Kaufman & Kammholz, 115 South LaSalle Street, Suite 3000, Chicago, Illinois 60603.

Mail to: D.M. Hambleton VPKK, 115 S. LaSalle, #3000 Chicago IL 60603

BOX 333 - GG

Property of Cook County Clerk's Office

88019561

# UNOFFICIAL COPY

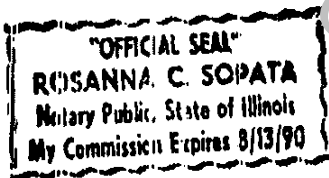
8 8 0 1 9 5 6 1

4

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, ROSANNA C. SOPATA, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that PAUL J. BIELAT, JR. and DANIEL CANTERLL personally known to me to be the PRESIDENT and SECRETARY of St. Anne's Hospital West, Incorporated and who subscribed to me the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as PRESIDENT and SECRETARY of said corporation, and caused the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 7th day of January, 1988.



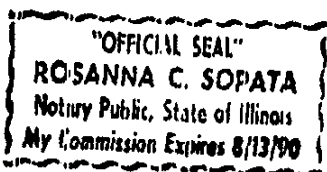
Rosanna C. Sopata  
Notary Public

My commission expires: 8-13-90

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, ROSANNA C. SOPATA, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that PHILIP MAZZUCA and Anna Luzzini personally known to me to be the EXECUTIVE VICE PRESIDENT and Ass + Secretary of Leyden Community Hospital, Inc., and who subscribed to me the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as EXECUTIVE VICE PRESIDENT and Ass + Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 7th day of January, 1988.



Rosanna C. Sopata  
Notary Public

My commission expires: 8-13-90

88019561

UNOFFICIAL COPY

Property of Cook County Clerk's Office

ROSA M. GARCIA  
CLERK OF COURT  
COOK COUNTY, ILL.  
JAN 10 2011

COOK COUNTY CLERK'S OFFICE  
JAN 10 2011

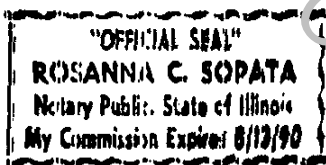
11/11/10

UNOFFICIAL COPY

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

I, ROSANNA C. SOPATA, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that ANN LASLEY and Donna Miecznik personally known to me to be the SECRETARY and Asst Secretary of Churchill, Sterling & Stewart, Ltd., and who subscribed to me the foregoing instrument, appeared before me this day in person and severally acknowledged they signed and delivered the said instrument as SECRETARY and Asst. Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto.

Given under my hand and official seal this 7th day of January, 1988.



Rosanna C. Sopata  
Notary Public

My Commission expires: 8-13-90

Notary of Cook County Clerk's Office

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 \_\_\_\_\_ AS DOCUMENT \_\_\_\_\_ 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

88019561

# UNOFFICIAL COPY

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS CREATED BY  
DEED RECORDED \_\_\_\_\_ AS DOCUMENT \_\_\_\_\_  
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

Commonly known as 365 East North Avenue and 311, 313, 315 and 317 East North Avenue, Northlake, Illinois.

Property of Cook County Clerk's Office

88019561



THIS MORTGAGE IS A JUNIOR MORTGAGE

JUNIOR MORTGAGE

THIS INDENTURE (herein referred to as "Mortgage"), is made January 7, 1988, by LEYDEN COMMUNITY HOSPITAL, INC., an Illinois corporation (herein referred to as "Mortgagor") to ST. ANNE'S HOSPITAL WEST, INCORPORATED an Illinois not for profit corporation (herein referred to as "Mortgagee").

RECITALS

A. Credit Agreement. Mortgagor and Mortgagee 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 Mortgagee will extend credit to Mortgagor 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 Mortgagor of certain assets, including but not limited to the Premises mortgaged hereby (collectively, the "Purchased Assets"), from Mortgagee pursuant to an Agreement of Purchase and Sale of Assets dated October 24, 1987 by and between Mortgagee and Mortgagor (the "Purchase Agreement").

B. Note, Principal and Interest. Mortgagor has executed and delivered to Mortgagee 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 Mortgagee at the office of Mortgagee in Elk Grove Village, Illinois and due and payable in full, if not sooner paid, on or before the dates indicated in such Secured Promissory Note, subject to acceleration as provided in such Secured Promissory Note or in the Credit Agreement (such Secured 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 Mortgagee in Elk Grove Village, Illinois, or at such place as the holder(s) thereof may from time to time appoint in writing.

C. Mortgagor's Security Documents. Mortgagor has executed and delivered to Mortgagee this Mortgage and certain other

# UNOFFICIAL COPY

7 1 9 5 6 1

security documents which include: (i) a Security Agreement-Inventory, Fixtures, Equipment and General Intangibles of even date herewith by which Mortgagor has assigned and granted to Mortgagee a continuing security interest in, among other things, certain of Borrower's presently existing and after-acquired inventory, chattel paper, general intangibles, machinery, equipment, fixtures, and other real and personal property used or useful in connection with Mortgagor's operation of a hospital facility in Northlake, Illinois, all additions and accessions thereto and all proceeds and products thereof, as more fully set forth therein and (ii) an Assignment of Rents and Leases, of even date herewith, from Mortgagor to Mortgagee assigning as collateral Mortgagor's right, title and interest in, to and under any rents or leases pertaining to the premises commonly known as 365 East North Avenue, and 311, 313, 315 and 317 East North Avenue, all in Northlake, Cook County, Illinois, as amended from time to time. Churchill, Sterling & Stewart, Ltd., an Illinois corporation ("CS&S"), has executed and delivered to Mortgagee a Pledge Agreement of even date herewith (the "Pledge Agreement") by which CS&S has pledged certain marketable securities to Mortgagee as additional security for the performance of the Obligations (unless otherwise provided, this Mortgage, the documents identified in (i) and (ii) in this Recital and the Pledge Agreement are herein collectively referred to as the "Security Document(s)" 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 Mortgagor to Mortgagee to evidence and/or to secure the Obligations, as hereinafter defined, are, as they may from time to time be amended, supplemented or modified, herein collectively referred to as the "Loan Documents").

D. Subordination of Mortgage. This Mortgage is subordinate to the rights of the Federal Savings and Loan Insurance Corporation ("FSLIC") under a Mortgage dated October 13, 1964 and recorded October 14, 1964 as Document 192/2742 made by Northlake Realty Corporation to Apollo Savings to secure a note for \$1,200,000.00 and modified by Agreement made by and between Northlake Realty Corporation, the N.C.H. Partnership, Cannaven-Doyle Associates, Richard J. Osborn, Laura E. Baker, Thomas E. Doyle, Vinson W. Kreimeier, John Cannaven, Charles L. Little and Charles Kaufman and Federal Savings and Loan Insurance Corporation, as receiver for Apollo Savings by Document Number 21107932 and supplemented by Mortgage recorded March 11, 1970 as Document Number 21107933 by the N.C.H. Partnership to Federal Savings and Loan Insurance Corporation, as receiver for Apollo Savings and Assigned to Federal Savings and Loan Insurance Corporation by Instrument dated October 25, 1978 and recorded as Document Number 24694579, which mortgage (the "Existing Mortgage") is superior to this Mortgage.

# UNOFFICIAL COPY

88019561

B. 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 Mortgagor to Mortgagee, however 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 however owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise including, without limitation, all indebtedness of Mortgagor under the Loan Documents and any extensions, renewals and modifications thereof; the prompt, full and faithful performance by Mortgagor of all of the covenants, obligations and agreements (and the truth of all representations and warranties) on the part of Mortgagor contained in this Mortgage and the other Loan Documents; all advances, costs, or expenses paid or incurred by Mortgagee to protect or preserve any or all of the Premises, (as hereinafter defined), or to perform any responsibility of Mortgagor hereunder or under the other Loan Documents (provided, however, that the maximum amount included within the Obligations on account of principal shall not exceed the sum of an amount equal to Three Million One Hundred Thousand Dollars (\$3,100,000) plus the total amount of all advances made by Mortgagee to protect or preserve the Premises and the security interest and lien created hereby); 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 Mortgagee retaking, holding, preparing for sale, selling, or otherwise disposing of any or all of the Premises upon exercise by Mortgagee of its rights hereunder, including reasonable attorneys' fees and court costs relating to any of the foregoing.

## GRANT

NOW, THEREFORE, Mortgagor, in order to induce Mortgagee to sell and convey the Purchased Assets to Mortgagor pursuant to the terms of the Purchase Agreement and to extend credit to Mortgagor pursuant to the Credit Agreement and the Note and as a condition precedent thereto and to secure the payment and performance of the said Obligations in accordance with the terms, provisions and limitations of the Loan Documents and any extensions, renewals or modifications of any thereof, and also in consideration of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, does by these presents MORTGAGE and WARRANT unto Mortgagee and Mortgagee's successors and assigns, the following described Real Estate and all of its estate, right, title and interest therein, situate, lying and being in the City of Northlake, COUNTY OF COOK AND STATE OF ILLINOIS, to wit:

# UNOFFICIAL COPY

88019561

## 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 \_\_\_\_\_ AS DOCUMENT \_\_\_\_\_ 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

## PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS CREATED  
BY \_\_\_\_\_ DEED RECORDED \_\_\_\_\_ AS DOCUMENT  
\_\_\_\_\_ OVER THE FOLLOWING:

# UNOFFICIAL COPY

0 7 0 1 9 5 6 1

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

which, with the property hereinafter described, is referred to herein as the "Premises",

TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagor may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said Real Estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagor or its successors or assigns shall be considered as constituting part of the Real Estate.

TO HAVE AND TO HOLD the Premises unto Mortgagee, and Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

Mortgagor hereby covenants with and warrants to Mortgagee and with and to the purchaser at any foreclosure sale; that at the execution and delivery hereof it is well seized of the Premises and of a good, indefeasible estate therein, in fee simple; that the Premises are free from all encumbrances whatsoever (and any claim of any other person thereto) other than the encumbrances permitted hereunder or under the other Loan Documents; that it has good and lawful right to sell, mortgage and convey the Premises; and that it and its successors and assigns will forever warrant and defend the Premises against all claims and demands whatsoever.



# UNOFFICIAL COPY

THE MORTGAGOR HEREBY COVENANTS AND AGREES AS FOLLOWS:

1. Mortgagor shall pay when due the Obligations and any other indebtedness secured hereunder and shall duly and punctually perform and observe all of the terms, provisions, conditions, covenants and agreements on the Mortgagor's part to be performed or observed, all as provided herein, in the Note, the Credit Agreement and the other Loan Documents, and this Mortgage shall secure such payment, performance and observance.
2. Mortgagor shall (a) promptly repair, restore or rebuild (unless otherwise prohibited by applicable laws or ordinances) any buildings or improvements now or hereafter on the Premises which may become damaged or be destroyed; (b) keep said Premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien (except for the Existing Mortgage and this Mortgage) (c) pay when due any indebtedness which may be secured by a lien or charge on the Premises (no such lien or charge being permitted except for the Existing Mortgage and this Mortgage); (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said Premises; (e) comply with all requirements of law or municipal ordinances with respect to the Premises and the use thereof; (f) make no material alterations in said Premises except as required by law or municipal ordinance or except for improvements and additions to the Premises consistent with their use as a hospital facility; and (g) comply in all respects with the terms and conditions of the Credit Agreement and the other Loan Documents.
3. Mortgagor shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the Premises when due, and shall, upon written request, furnish to Mortgagee proof of payment therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.
4. Mortgagor shall obtain and maintain insurance coverage against such risks and in such amounts as Mortgagee shall from time to time request, assuming such coverages are available in the commercial markets, and in the absence of a request from Mortgagee, shall obtain and maintain the following coverages:
  - (a) Property. An "all-risk" property insurance policy with a replacement cost endorsement covering the improvements now existing or hereafter erected on the Premises to their full replacement value;
  - (b) Liability. A comprehensive general liability insurance policy with a combined single limit of liability of

# UNOFFICIAL COPY

not less than One Million and 00/100 Dollars (\$1,000,000.00), together with an excess policy with Five Million and 00/100 Dollars (\$5,000,000.00) in excess coverage; and

(c) Business Interruption. A business interruption insurance policy in an amount sufficient to pay for a period of at least one (1) year (i) all amounts becoming due under the Note and (ii) all real estate taxes, assessments and insurance premiums due or becoming due with respect to the Premises.

All policies of insurance required to be maintained under this Mortgage shall be in a form and with companies reasonably satisfactory to Mortgagee, and the proceeds thereof shall be payable, in case of loss or damage, to Mortgagee and Mortgagor as their interests shall appear, to be evidenced by the standard mortgage clause to be attached to each policy (providing that the same shall not be terminated except upon thirty (30) days prior written notice to Mortgagee) and Mortgagor shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than thirty (30) days prior to the respective dates of expiration.

5. In case of default thereof by Mortgagor, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorneys' fees, and any other moneys advanced by Mortgagee to protect the Premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at the rate applicable to the Note. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to Mortgagee on account of any default hereunder on the part of Mortgagor.

6. Mortgagee making any payment hereby authorized, relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

7. Mortgagor shall pay each of the Obligations secured hereunder, both principal and interest, when due according to the

# UNOFFICIAL COPY

88019561

terms hereof and of the Note, the Credit Agreement, and the other Loan Documents. At the option of Mortgagee and without notice, demand or presentment to Mortgagor, all unpaid indebtedness secured by this Mortgage shall, notwithstanding anything in the Notes, the Credit Agreement, the other Loan Documents or in this Mortgage to the contrary, become due and payable immediately (a) if there shall occur a default in payment of any installment of principal or interest under the Note; or (b) if a material breach of any representation or warranty of Mortgagor herein contained shall occur; or (c) if a default shall occur and continue for thirty (30) days in the performance of any other covenant or agreement of Mortgagor herein contained; or (d) if there shall occur an "Event of Default" as defined in the Note, the Credit Agreement, or any of the other Loan Documents; or (e) if Mortgagor shall default in any of its obligations under the Purchase Agreement.

8. When the indebtedness hereby secured shall become due, whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches, and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately due and payable, with interest thereon at the rate applicable to the Note, when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparation for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the Premises or the security hereof.

9. The proceeds of any foreclosure sale of the Premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the preceding paragraph hereof; second, on account of



# UNOFFICIAL COPY

3 2 2 1 9 5 6 1

the indebtedness represented by the Existing Mortgage; third, on account of all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the Note, with interest thereon as herein provided; fourth, on account of all principal and interest remaining unpaid on the Note; and fifth, any overplus to Mortgagee or its assigns, as their rights may appear.

10. Upon or at any time after the filing of a complaint to foreclose this Mortgage the court in which such complaint is filed may appoint a receiver of said Premises. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagee at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not, and Mortgagee may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of said Premises during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, if any, whether there be redemption or not, as well as during any further times when Mortgagee, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Premises during the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; and (b) the deficiency in case of a sale and deficiency.

11. No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in an action at law upon the Note hereby secured.

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

13. If the payment of the indebtedness secured hereby or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said Premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by Mortgagee, notwithstanding such extension, variation or release.

# UNOFFICIAL COPY

14. Mortgagor agrees that it shall not cause, suffer or allow the conveyance, sale, lease, exchange, mortgage (other than the Existing Mortgage and this Mortgage) encumbrance (including, without limitation, mechanic's liens), attachment or other transfer or disposition of the Premises or any part thereof, whether voluntary or involuntary by operation of law, without the prior written consent of Mortgagee and any such unpermitted transfer or other disposition shall constitute a default hereunder and, as provided herein, Mortgagee may thereupon without notice, demand or presentment to Mortgagor declare all indebtedness secured hereunder to be immediately due and payable and may foreclose the lien hereof.

15. It is mutually intended, agreed and declared that all personal property adapted or affixed to the Premises ("Fixtures"), shall, to the fullest extent permitted by law, be deemed to form a part of the Real Estate and for the purposes of this Mortgage to be considered real estate, and as such, secured by this Mortgage. If a separate fixture filing is necessary or appropriate regarding any such Fixture, then this Mortgage shall constitute a security agreement with respect to such Fixtures to be perfected by filing this Mortgage or Financing Statement(s), if required, in the appropriate records of the Recorder of Deeds of COOK County, Illinois.

16. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the Note, the Credit Agreement or this Mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the Notes secured hereby.

17. Mortgagor agrees, represents and warrants that (a) it is a corporation 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 Mortgage and the other Loan Documents and (b) neither the making of this Mortgage nor the performance of its obligations hereunder will violate any provision of law or any agreement, indenture, or note or other instrument binding upon Mortgagor.

# UNOFFICIAL COPY

85019561

18. Any subsequent Mortgagor agrees to lease the Premises to the original mortgagor, Leyden Community Hospital, Incl., or its successors and assigns during the entire term of this Mortgage upon terms and conditions acceptable to Mortgagee.

IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Mortgage as of the day first above written.

LEYDEN COMMUNITY HOSPITAL, INC.

By: *[Signature]*  
Its *[Signature]* V. P.

ATTEST:

*[Signature]*  
Asst Secretary

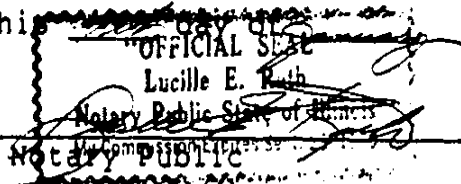
Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF )

I, Lucille E. Ruth, a Notary Public in and for said County in the State aforesaid, do hereby certify that James McGeehan, personally known to me to be the Executive V.P. of Leyden Community Hospital, Inc., an Illinois corporation and Ann Lesley personally known to me to be the Asst. Secretary 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 11th day of May, 1988.



Commission expires: 12/23 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 St., Suite 3000, Chicago, Illinois 60603  
(CITY) (STATE) (ZIP CODE)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

88019561

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").

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

# UNOFFICIAL COPY

3 1 0 1 9 5 6 1

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 355 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



# UNOFFICIAL COPY

3 3 0 1 9 5 6 1

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

NOW, THEREFORE, to induce Assignee 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

# UNOFFICIAL COPY

3 7 0 1 9 5 6 1

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 Assignee, 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



# UNOFFICIAL COPY

3 3 0 1 9 5 6 1

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

# UNOFFICIAL COPY

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.

# UNOFFICIAL COPY

19919561

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:

# UNOFFICIAL COPY

## 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  
1100 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

# UNOFFICIAL COPY

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.

# UNOFFICIAL COPY

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: *[Signature]*

Its Exec. V.P.

ATTEST:

*[Signature]*  
Secretary

Property of Cook County Clerk's Office

COOK COUNTY ILLINOIS  
FILED FOR RECORD  
1988 JAN 13 PM 3:35  
88019561  
88019561



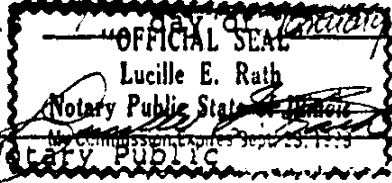
# UNOFFICIAL COPY

5 1 9 5 6 1

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 Phillip H. Sanders, personally known to me to be the Secretary of Leyden Community Hospital, Inc., an Illinois corporation and Richard H. Sanders personally known to me to be the President 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 1st day of January, 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. \_\_\_\_\_

88019561

# UNOFFICIAL COPY

3 7 0 1 9 5 6 1

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 8801957 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



# UNOFFICIAL COPY

88019561

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS CREATED BY  
DEED RECORDED 1-2-88 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#:      <sup>lot 6</sup> 15-05-211-006, <sup>lot 7</sup> 007, <sup>lot 8</sup> 008, <sup>lot 9</sup> 017      AAO  
             15-05-212-001, 002, 003, 004, 008, 009      UN  
                             <sup>lot 1</sup> 101, <sup>lot 2</sup> 102, <sup>lot 3</sup> 103, <sup>lot 4</sup> 104, <sup>lot 14</sup> 1014, <sup>lot 15</sup> 1015  
 Address of Property: 311, 313, 315, 317 and 365 E. North Avenue  
 Northlake, IL

Property of Cook County Clerk's Office

88019561