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\$18.00

ASSIGNMENT OF RENTS

THIS ASSIGNMENT as of February 29, 1988, with respect to the real estate premises (the "Premises") described on Exhibit A attached hereto and made a part hereof, is made by E.W. KNEIP COMPANY, an Illinois corporation (the "Assignor"), whose address is 32901 N. Highway 21, Libertyville, Illinois 60048, in favor of the MARINE BANK CHICAGO (herein, together with its successors and assigns, including each and every holder from time to time of the Notes hereinafter referred to, called the "Assignee"), whose address is 208 South LaSalle Street, Chicago, Illinois.

WITNESSETH:

WHEREAS, the Mortgagor has, concurrently herewith, entered into a Loan Agreement with Mortgagee of even date herewith (the "Loan Agreement") and borrowed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000) on a revolving credit basis from the Mortgagee and, to evidence such loans, executed and delivered its Promissory Note to Mortgagee in such principal amount, maturing on the earlier of demand made by Mortgagee or August 30, 1988, unless extended or renewed (the "Revolving Note"), a portion of which shall be converted on May 30, 1988, to a term loan evidenced by a Term Note of the Mortgagor payable to Mortgagee, maturing in monthly installments, as provided therein, through February 28, 1992 or as otherwise provided therein, unless extended or renewed (the "Term Note" or, together with the "Revolving Note", as such notes may be extended, renewed, modified or amended and any replacement or substitution notes therefor, collectively hereinafter referred to as the "Note" or the "Notes"), which are to be secured by the Loan Documents referred to therein; and

WHEREAS, the principal amount of the indebtedness evidenced by the Notes, but only up to the aggregate principal amount of Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000), together with and including interest thereon and any extensions and renewals thereof, in whole or in part, and any and all other sums which may be at any time due or owing or required to be paid as provided herein or in the Notes, are herein called the "Indebtedness Hereby Secured".

NOW THEREFORE, FOR VALUE RECEIVED, to secure the payment of the Indebtedness Hereby Secured and the performance and observance of all the covenants, provisions and agreements, provided herein and in the Loan Agreement and in consideration of the premises and Ten Dollars (\$10) in hand paid by the Assignee to the Assignor, and for other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged by the Assignor, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the Premises and (ii) in and to all leases (herein

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generally called "Leases") now or hereafter existing on all or any part of the Premises.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1) Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the said Leases and in and to the right to the use and possession of the Premises, including any and all of the rents, issues, profits, payments and avails now due or which may hereafter become due under and by virtue of any Lease whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises for the purpose of securing the Indebtedness Hereby Secured and the performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor hereunder, under the Loan Agreement or the Mortgage of the Assignor in favor of the Assignee of even date herewith (the "Mortgage"), or under any other Loan Documents referred to in the Loan Agreement.

2) Assignor represents and agrees that (i) it has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred with respect to the Premises, (ii) it will observe and perform all of the obligations imposed upon the landlord under any Leases and not do or permit to be done anything which would impair the security thereof, (iii) it will not assign any Leases or rents thereunder to anyone other than the Assignee and will not permit or accept any prepayment or discounting of any future rent, income or profits arising or accruing under any Leases. (iv) it will not enter into any Leases, alter, modify or change the terms of any Leases or surrender, terminate or cancel any Leases unless the resultant Lease and any new tenant are acceptable to the Assignee as evidenced by the prior written consent of the Assignee.

3) Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises, including, without limitation, specific assignments of any lease or agreement relating to the use or occupancy of the Premises or any part thereof now or hereafter in effect.

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4) This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage or the Loan Agreement.

5) The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under said Leases or other agreement with respect to the Premises.

6) The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7) Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8) The Assignee shall assign this Assignment of Rents and any and all rights accruing thereunder to any subsequent assignee and holder of the Notes and the Mortgage for which this Assignment of Rents is given as additional security.

9) It is understood that the assignment of said Leases and of the rents, issues and profits of and from the Premises as effected hereby is an absolute assignment which is effective as of the date hereof and, upon demand by Assignee to the Lessee under any said Leases or to any person liable for any of the rents, issues, profits and other payments of and from the Premises or any part thereof, such Lessee or person liable for any of such rents, issues, payments and profits shall, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing, or other payments required to be made, under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay rents, issues, profits or other payments in connection with the Premises.

10) So long as there shall exist no defaults by Assignor in the payment of any Indebtedness Hereby Secured, or in the performance of any obligation, covenant or agreement hereunder or under the Notes or Mortgage, Assignee shall not demand from Lessees under said Leases or other persons liable therefor, any of the rents, issues, payments and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such rents, issues, payments and profits from the Premises and the said Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section

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10, all Lessees under said Leases and all other persons liable for rents, issues, payments and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents without regard to whether or not the same is made in compliance with this Section 10.

11) Upon or at any time after a misrepresentation hereunder, a default in the payment of any Indebtedness Hereby Secured which continues uncured for a period of ten (10) days after notice thereof given from the Assignee to the Assignor, or in the performance of any other term, provision, condition, obligation, covenant or agreement herein, which continues uncured for a period of twenty (20) days after notice thereof given by the Assignee to the Assignor or contained in the Loan Agreement, the Notes or the Mortgage which continues uncured for any period of grace with respect to such default as provided for in the Loan Agreement, the Notes or the Mortgage (any such event herein referred to as an "Event of Default") the Assignee may declare all Indebtedness Hereby Secured immediately due and payable and may, at Assignee's option, without notice, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, in its own name or the name of Assignor, the Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, sue for or otherwise collect or reserve any and all rents, issues, payments and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Loan Agreement, the Notes or the Mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional Indebtedness Hereby Secured. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any Indebtedness Hereby Secured in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises, the collection of rents, issues, payments and profits, and exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Notes or the Mortgage.

12) Any tenants or occupants of any part of the Premises are hereby authorized and directed by Assignor (and each of

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them) to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Loan Agreement, the Notes or the Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals or other payments collected under this Assignment of Rents shall be drawn to the exclusive order of the Assignee.

13) The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the said Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by a Lessee or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death of any tenant, licensee, invitee, employee or stranger.

14) The Assignor shall and does hereby agree to indemnify and to 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 this Assignment and of and from any and all claims and demands whatsoever (except claims based on Assignee's gross negligence or wilful misconduct) 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. Should the Assignee incur any such liability, loss or damage under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all Indebtedness Hereby Secured immediately due and payable.

15) The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Leases and the Assignee assumes no responsibility or liability for any security so deposited.

16) Assignor has not, and will not accept rent in advance under any leases or other agreement or lease of all or any part

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of the Premises excepting only monthly rents for current months which may be paid in advance.

17) Assignor shall cause this Assignment to be served upon the Lessee under said Leases and, at Assignor's sole cost and expense, to cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises.

18) Upon payment in full of all Indebtedness Hereby Secured hereby, this Assignment of Rents shall be and become void and of no effect.

19) This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every owner and holder of the Notes from time to time, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee.

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

E.W. Kneip Company

By: Stuart A. Kneip
Its: Chairman of Board

ATTEST:

By: Maureen D. Dil
Its: Secretary

This document has been prepared by and after recording should be returned to:

Gregg R. Mecherle
Lord, Bissell & Brook
115 S. LaSalle Ste 3500
Chicago, IL 60603

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EXHIBIT A
(Legal Description)

The real property located the premises commonly known as 550 West 14th Place, Chicago, Cook County, Illinois 60607 and legally described as follows:

LOT "A" OF E. MEYER AND COMPANY, INCORPORATED CONSOLIDATION OF CERTAIN LOTS, VACATED ALLEYS AND VACATED STREET IN BLOCK 59 IN CANAL TRUSTEES NEW SUBDIVISION OF BLOCKS IN THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT BLOCKS 57 AND 58) ACCORDING TO THE PLAT RECORDED AS DOCUMENT 19520016, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

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P.I.N.: 17-21-122-020-0000 *D.L.H.*
Volume 600

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