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1988 MAR 16 PM 12:34

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ASSIGNMENT OF LEASES AND RENTS

\$16.00

Date: March 15, 1988

Q # 71-51-719 D2
KNOW ALL MEN BY THESE PRESENTS, that American National Bank and Trust Company of Chicago, a National Banking Association, as trustee under trust agreement dated September 18, 1986, and known as Trust Number 100055-02, does hereby assign to AMERICAN FAMILY LIFE INSURANCE COMPANY all leases, including without limiting thereto, that certain Lease dated July 10, 1987 by and between assignor, as landlord and Genender International Imports, Inc., as tenant; and all rents which are now due or may become due for the property described on attached Exhibit "A".

This assignment is collateral security for the obligations of a certain mortgage note in the principal amount of One Million Two Hundred Thousand and no/100 Dollars dated March 15, 1988, given by American National Bank and Trust Company of Chicago, a National Banking Association, as trustee under trust agreement dated September 18, 1986, and known as Trust Number 100055-02 to American Family Life Insurance Company.

Therefore, notwithstanding that this instrument is a present assignment of said rents, it is understood and agreed that the Assignor hereof has permission to collect the same and manage said real estate and improvements the same as if this assignment had not been given, if and so long only as the undersigned Assignor shall not be in default whatever with respect to the payment of principal and/or interest due on said mortgage note, the terms or conditions of the mortgage securing such note and the commitment letter of American Family Life Insurance Company dated January 5, 1988 and amended by a letter dated February 8, 1988, or in the performance of any other obligation on the part of the undersigned to be performed thereunder, but this permission terminates automatically with the occurrence of any default or breach of the terms and conditions of the note, mortgage and/or commitment letter.

Nothing herein contained shall be construed to bind the Assignee to the performance of any of the terms and provisions contained in any of the leases hereby assigned or to otherwise impose any obligation on the Assignee. In the case of the foreclosure of the mortgage, all rights of the Assignor in and to the leases and rents hereby assigned shall pass to and become vested in the purchaser at the foreclosure sale.

The Assignor agrees to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which may be incurred under any of the leases or by reason of this assignment, and of and from any and all

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claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligation or undertaking to be performed or discharged by the Assignee under any of the leases or this assignment.

Should the Assignee incur any such liability, loss or damage under said lease or under or by reason of this assignment, or in the defense of any such claim or demand, the Assignor shall immediately upon demand reimburse the Assignee for the amount thereof, including costs and expenses and reasonable attorneys' fees, and the Assignee may retain possession and collect the rents, income and profit and, from time to time, apply them in or toward satisfaction of or reimbursement for said loss or damage.

While any indebtedness to said Assignee remains unpaid, the Assignor will not (1) assign, alienate or pledge any leases, rentals or income of or from said premises, or any portion thereof; (2) accept payment of any rentals accruing under said lease, or any extension or renewal thereof, in advance of the dates specified in said lease for the payment thereof; but only in monthly installments as specified in said lease, except with the written consent of the Assignee; (3) declare or enforce a cancellation of said lease by reason of any default of the Lessee without the written consent of said Assignee, and (4) consent to any assignment or sub-lease by the Lessee of its interest under said lease without the written consent of said Assignee.

When any indebtedness due said Assignee and all interest thereon and all claims of said Assignee arising from said indebtedness shall have been paid in full, the Assignee will release all its rights hereunder.

IN WITNESS WHEREOF, this assignment has been executed this 15th day of March, 1988.

THE AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation organized under the laws of the State of Illinois, is the trustee under the trust agreement dated and captioned as above, and is the assignee of the interest in the premises described in the foregoing instrument. All the covenants, conditions and provisions of the trust agreement shall be deemed to be incorporated herein by reference. The assignor hereby certifies that the facts stated herein are true and correct and that the instrument is a true and correct copy of the original instrument as the same appears from the records of the County Clerk of Cook County, Illinois, and that the instrument is not subject to any lien, claim or encumbrance of any kind, and that the instrument is not subject to any claim or demand of any kind by reason of the covenants, statements, representations or warranties contained in this instrument.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 18, 1986 AND KNOWN AS TRUST NUMBER 100055-02.

"OFFICIAL SEAL"
Karen E. Burns
Notary Public, State of Illinois
My Commission Expires 8/27/90

Subscribed and sworn to before me
this 15 day of March, 1988.
Attest

[Signature]
ASST SCLERK

Mail to: This Instrument prepared by:
ROBERT J. RYAN
Suite 303, 560 Green Bay Road
Winnetka, Illinois 60093

Property address
44 Century Drive
Wheeling, Ill. 60090

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EXHIBIT "A"

LOTS 54, 55 AND 56 IN PALWAUKEE BUSINESS CENTER UNIT 3, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

~~pin # 03-11-400-001 and 03-11-402-010~~

PERMITTED ENCUMBRANCES:

54 55 56
03-11-407-017, 018, 019

1. RIGHT OF WAY FOR DRAINAGE DITCH INTERSECTING THE PORTION OF THE LAND AS SHOWN ON EXHIBIT 'A' ATTACHED TO THE AGREEMENT RECORDED SEPTEMBER 18, 1962 AS DOCUMENT 18916393.
(AFFECTS THE UNDERLYING LAND).
2. RIGHTS TO MAINTAIN EXISTING DRAINAGE DITCH IN THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
(AFFECTS THE UNDERLYING LAND).
3. RIGHTS, IF ANY, OF THE WHEELING DRAINAGE COMMISSIONERS, IN AND TO THE EAST 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 11 AFORESAID, AS DISCLOSED BY THE WARRANTY DEED RECORDED DECEMBER 9, 1915 AS DOCUMENT 5767173.
(AFFECTS THE UNDERLYING LAND).
4. TERMS, PROVISIONS AND LIMITATIONS, AS CONTAINED IN THE NOTICE OF REQUIREMENT FOR STORM WATER DETENTION, DATED APRIL 17, 1985 AND RECORDED MAY 10, 1985 AS DOCUMENT 85014854 MADE BY THE PRINCIPAL BENEFICIARY OF LA SALLE NATIONAL BANK, TRUST NUMBER 109300, AND BY LA SALLE NATIONAL BANK, AS TRUSTEE OF TRUST NUMBER 109300.
(AFFECTS THE UNDERLYING LAND).

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5. TERMS, PROVISIONS, CONDITIONS AND LIMITATIONS IN THE GRANT OF COVENANT, WAIVING AND RELEASING PRIOR GRANT OF COVENANT, (DATED JULY 6, 1981 AND RECORDED AS DOCUMENT 25936551), DATED APRIL 5, 1985 AND RECORDED JULY 5, 1985 AS DOCUMENT 85089775, AND DATED APRIL 12, 1985 AND RECORDED JULY 18, 1985 AS DOCUMENT 85106825 MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 109300, GRANTOR AND OWNER, AND APPROVED, AGREED AND ACCEPTED BY THE VILLAGE OF WHEELING, AN ILLINOIS MUNICIPAL CORPORATION, GRANTEE, PROVIDING FOR:
- (1) ISSUANCE OF SITE DEVELOPMENT PERMIT AND CONDITIONS;
 - (2) NOTICES;
 - (3) COVENANTS TO RUN WITH THE LAND;
 - (4) TERMINATION UPON ADOPTION OF THE FLOODWAY MAP AMENDMENT OR THE EXPIRATION OF 25 YEARS FROM DATE HEREOF, WHICHEVER SHALL FIRST OCCUR;
 - (5) ENFORCEMENT PROVISIONS;
 - (6) COSTS TO BE PAID BY OWNERS, AND IF UNPAID, SHALL BE A LIEN.
- (AFFECTS THE UNDERLYING LAND).
6. RIGHT OF WAY FOR DRAINAGE TILES, DITCHES, FEEDERS AND LATERALS.
7. EASEMENT FOR PUBLIC UTILITIES OVER THE AREAS AS DESIGNATED ON PLAT OF THE LAND AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT THREE RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.
8. EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE RESERVED FOR AND GRANTED TO THE COMMONWEALTH EDISON COMPANY, THE ILLINOIS BELL TELEPHONE COMPANY AND CABLENET, THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, JOINTLY AND SEVERALLY, TO INSTALL, OPERATE, MAINTAIN AND REMOVE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND SOUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DOTTED LINES ON THE PLAT AND MARKED "EASEMENT", TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS THEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEE'S FACILITIES OR IN, UPON OR OVER THE

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PROPERTY WITHIN THE DOTTED LINES MARKED 'EASEMENT' WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER, SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF. PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STREET. RELOCATION OF FACILITIES WILL BE DONE BY GRANTEEES AT COST OF GRANTOR/LOT OWNER UPON WRITTEN REQUEST, AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.

9. EASEMENT RESERVED FOR AND GRANTED TO THE NORTHERN ILLINOIS GAS COMPANY, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED EASEMENT AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THE PLAT OF SUBDIVISION. SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF GAS MAINS AND APPURTENANCES, AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.
10. AN EASEMENT RESERVED FOR AND GRANTED TO THE VILLAGE OF WHEELING, ITS SUCCESSORS AND ASSIGNS, IN ALL PLATTED "EASEMENT" AREAS, STREETS, ALLEYS, OTHER PUBLIC WAYS AND PLACES SHOWN ON THE PLAT OF PALWAUKEE BUSINESS CENTER UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080. SAID EASEMENT TO BE FOR THE INSTALLATION, MAINTENANCE, RELOCATION, RENEWAL AND REMOVAL OF SEWER, WATER MAINS AND DRAINAGE AND APPURTENANCES FOR THE PURPOSES OF SERVING ALL AREAS SHOWN ON THIS PLAT AS WELL AS OTHER PROPERTY, WHETHER OR NOT CONTIGUOUS THEREFO. NO BUILDING OR OTHER STRUCTURES SHALL BE CONSTRUCTED OR ERECTED IN ANY SUCH "EASEMENT" AREAS, STREETS, ALLEYS OR OTHER PUBLIC WAYS OR PLACES NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENTS RESERVED AND GRANTED THEREBY.
11. A 35 FOOT BUILDING LINE AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080 OVER THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH LINE OF LOT 54 AND 55;
THE WESTERLY AND THE SOUTHERLY LINES OF LOT 56.
12. A 25 FOOT EASEMENT FOR PUBLIC UTILITIES AND DRAINAGE EASEMENT AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080 OVER THE LAND DESCRIBED AS FOLLOWS:

THE SOUTH LINE OF LOT 54 AND 55;
THE SOUTHERLY AND THE WESTERLY LINES OF LOT 56.

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13. EASEMENT AS SHOWN ON PLAT OF PALWAUKEE BUSINESS CENTER, UNIT 3, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080 OVER THE LAND DESCRIBED AS FOLLOWS:

THE NORTH 12 FEET OF LOTS 54 TO 56.

14. THE DRAINAGE OF SURFACE WATER WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DISCHARGE OF SURFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND/OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF SUBSTANTIVE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION AS DISCLOSED BY PLAT OF PALWAUKEE BUSINESS CENTER UNIT THREE, RECORDED SEPTEMBER 11, 1986 AS DOCUMENT 86408080.

15. TENANT LEASES IF SUBORDINATE TO THE LIEN OF THIS MORTGAGE.

16. GENERAL AND SPECIAL TAXES AND ASSESSMENTS NOT YET DELINQUENT.

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