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ASSIGNMENT OF RENTS, LEASES
AND MANAGEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated March 8, 1988 and known as Trust No. 104843-01 ("Assignor") hereby sells, assigns, transfers and sets over unto REPUBLIC SAVINGS BANK, F.S.B., a federal savings bank, its successors and assigns (the "Secured Party"), all of the rents, issues, profits and income whatsoever arising from or which may be had under any leases or tenancies now existing or which may be hereafter created (and under any extensions or renewals thereof) on the real estate situated in the County of Cook, State of Illinois, described in Exhibit A attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon; said real estate, buildings and improvements being hereinafter referred to as the "Premises", as additional collateral security for:

(a) (i) the payment of the indebtedness secured by a certain Mortgage, Assignment of Rents and Security Agreement of even date herewith from Assignor to Secured Party (said document, as the same may hereafter be amended, modified or supplemented, being herein called the "Mortgage"), including without limitation, the indebtedness now or hereafter evidenced by the Project Note (as defined in the Mortgage) in the aggregate maximum principal amount of One Million Five Hundred Fifty Thousand Dollars (\$1,550,000.00), or such lesser amount as may be advanced thereunder, and the indebtedness now or hereafter evidenced by the Equity Note (as defined in the Mortgage) in the aggregate maximum principal amount of Two Hundred Twenty Five Thousand Dollars (\$225,000.00), or such lesser amount as may be advanced thereunder (said Project Note and Equity Note being sometimes referred to together herein as the "Notes") and (ii) the payment and performance of all of the covenants, warranties, representations, terms and conditions of the Mortgage; and

(b) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions of the other documents and instruments securing the indebtedness evidenced by the Notes (the "Loan Documents"); and

(c) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions contained in the Loan Agreement (as that term is defined in the Mortgage).

Assignor will observe and perform all covenants, conditions and agreements in any lease now or hereafter affecting any portion of the Premises or in any assignment to Secured Party of any such lease on the part of the Assignor or the landlord to be observed

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

Marcia W. Sullivan, Esq.
Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606-3693

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and performed thereunder. Assignor will not, without the prior written consent of the Secured Party, (a) accept any payment of rent or installments of rent (other than security deposits not to exceed the amount of one (1) month's rent) for more than one (1) month in advance or (b) take any action or exercise any right or option which would permit the tenant under any lease of any part of the Premises to cancel or terminate said lease. As used in this Assignment of Rents, Leases and Management Agreement (this "Assignment") the terms "lease" and "leases" shall include, without limitation, all agreements for the management, maintenance, or operation of any part of the Premises.

It is agreed that the Assignor shall be entitled to collect and retain the rents, issues and profits of and from the Premises or any part thereof unless and until the occurrence of (a) an Event of Default under the Mortgage or the Loan Agreement, or (b) the occurrence of a default under the Notes after the expiration of all grace or cure periods, or (c) there shall be a default in the performance or observance of any of the other covenants, warranties, representations, terms and conditions of any Loan Document other than this Assignment which shall continue beyond any grace or cure period, or (d) there shall be a failure to perform or observe any covenant, warranty, term or condition hereof which shall continue for a period of twenty (20) days after notice to Assignor or, if such failure cannot with due diligence be cured within said period, if Assignor does not commence curing said failure within said twenty (20) day period or does not thereafter diligently pursue the curing thereof, and, in any event, such failure is not cured within forty-five (45) days of said notice from secured party (each of the foregoing being deemed a "Default" hereunder). In the event of such Default, the Secured Party shall be entitled forthwith without any notice whatsoever to the Assignor to take possession and control of the Premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the Premises, and to do all acts relating to such management, including, but not limited to, negotiation of new leases thereon, making adjustments of existing leases, contracting and paying for such repairs and replacements to the buildings and features, equipment and personal property located therein and used in any way in the operation, use and occupancy of the Premises as in the sole judgment and discretion of the Secured Party may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of the Secured Party may be necessary to maintain a proper rental income from the Premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying all other necessary expenses incurred in the operation of the Premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor and applying the net rents, issues, profits and income so collected from the Premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of the Secured Party, in connection with the operation of the Premises, and against interest, principal or other charges which have or

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which may become due, from time to time, under the terms of the Notes, Mortgage, the Loan Agreement and Loan Documents (or any of them).

In the event of a Default, the Assignor agrees to endorse and deliver to the Secured Party, all then existing leases covering the Premises or any part thereof. Without limiting the provisions of the immediately preceding sentence, and whether or not the Assignor endorses and/or delivers said leases to the Secured Party, as aforesaid, this Assignment shall be deemed to be an assignment of all such leases to the Secured Party. The provisions hereof shall not limit the effect of any assignments of particular leases in fact given to Secured Party by Assignor.

The Assignor irrevocably directs that the lessees under the leases, upon demand and notice from the Secured Party of the Assignor's Default, pay said rents and other amounts due under the leases to the Secured Party without liability of said lessees for the determination of the actual existence of any default claimed by the Secured Party. The Assignor hereby authorizes the Secured Party to give notice in writing of this Assignment at any time to any lessee under the leases. The Assignor hereby irrevocably authorizes and directs said lessees, upon receipt of any notice from the Secured Party stating that a Default exists and that payments are due under, or performance of certain obligations are required pursuant to any of the terms, covenants, or condition of the Loan Documents, to pay to the Secured Party the rents and other amounts due and to become due under the leases or to perform such obligations as requested by Secured Party.

It is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon the Secured Party, nor for the performance of any of the terms and conditions of any leases assigned hereunder, nor shall it operate to make the Secured Party responsible or liable for any waste committed on the Premises by the tenants 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 to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment and the collection of the rents hereby assigned in the event of a Default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of the Secured Party of any of the Secured Party's rights or remedies under the terms and conditions of the Notes, Mortgage, or Loan Documents, at law or in equity, or otherwise.

Assignor hereby assigns to Secured Party (i) any award or other payment which Assignor may hereafter become entitled to receive with respect to a lease of any part of the Premises as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under such lease and (ii) any and all payments made by or on behalf of any tenant of any part of the Premises in lieu of rent. Assignor hereby irrevocably appoints Secured Party as its attorney-in-fact to appear in any such proceeding and/or to collect any such award or payment, and secured party agrees that unless a Default exists hereunder, Secured Party will consult with Assignor in connection with the exercise of any such rights.

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Secured Party may, at its option, notify any tenants or other parties of the existence of this Assignment.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein, shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any obligation under the Notes, Mortgage, Loan Agreement or Loan Documents remains unsatisfied.

This Assignment was executed and delivered in, and shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Assignor shall bind its successors and assigns. All rights of the Secured Party in, to and under this Assignment and in and to the collateral security provided hereby shall pass to and may be exercised by any assignee thereof. The Assignor agrees that if the Secured Party gives notice to the Assignor of an assignment of said rights, upon such notice the liability of the Assignor to the assignee shall be immediate and absolute. The Assignor will not set up any claim against the original or any intervening Secured Party as a defense, counterclaim or setoff to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

This Assignment is executed by Assignor, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee, in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute to this instrument), and it is expressly understood and agreed by the Secured Party that nothing contained herein shall be construed as creating any liability on said Trustee in its individual capacity, all such liability, if any, being expressly waived.

IN WITNESS WHEREOF, Borrower has caused these presents to be signed by its duly authorized representatives as of the 15th day of March, 1988.

ATTEST:

Its: _____

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally,
but as trustee as aforesaid

By: _____

President

CFMS-I, an Illinois general
partnership

By: _____

Mark J. Marinello

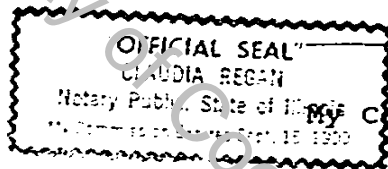
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARK J. MARINELLO, a general partner of CFMS-I, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of March, 1988.



Claudia Regan
Notary Public

My Commission Expires: _____

Cook County Clerk's Office

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EXHIBIT A

Legal Description

LOT 12 IN K & K INDUSTRIAL PARK SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX NUMBER: 23-12-302-017

ADDRESS: 9901-9913 S. 70th Avenue

FBC A

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BOX 126

ATTEST