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ASSIGNMENT OF LEASES, RENTS AND PROFITS

Loan No. 204731-88221438

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (hereinafter referred to as the "Assignment") is made as of the 5th day of May, 1988, by AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 (hereinafter referred to as "Assignor"), in favor of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation (hereinafter referred to as "Assignee").

W I T N E S S E T H:

WHEREAS, Assignee has agreed to make a loan in the original principal amount of Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000.00) (hereinafter referred to as the "Loan") to Assignor, which Loan is evidenced by that certain Promissory Note of even date herewith (hereinafter referred to as the "Note") made by Assignor and payable to the order of Assignee in the original principal amount of Twenty-One Million Five Hundred Thousand Dollars (\$21,500,000.00), including any amendments, modifications, extensions and renewals thereof and any supplemental note or notes increasing such indebtedness, and secured by, among other documents and instruments, that certain Mortgage, Assignment of Leases and Security Agreement of even date herewith (hereinafter referred to as the "Mortgage") made by Assignor to Assignee and recorded with the Recorder of Deeds, Cook County, Illinois, and encumbering the real property located at the northeast corner of Torrence Avenue (Route 83) and 170th Street, Lansing, Cook County, Illinois, legally described in Exhibit A attached hereto and incorporated herein by reference (hereinafter referred to as the "Land") and the improvements located thereon (hereinafter referred to as the "Improvements") (the Land and Improvements are hereinafter collectively referred to as the "Premises"); and

WHEREAS, as a condition of the Loan, Assignee requires this Assignment to secure the indebtedness of Assignor to Assignee, as well as to secure the performance and fulfillment of all other terms, covenants, conditions and warranties contained in the Note, Mortgage and other Loan Documents (as defined in the Mortgage), and in any extensions, amendments, modifications, supplements or consolidations thereof.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, jointly and severally, does hereby assign, transfer, set over and convey unto Assignee all of Assignor's right, title and interest in, to and under (i) the leases, if any, as shown in Exhibit B attached hereto and incorporated herein by reference; (ii) any and all leases, subleases or other tenancies, of all or any part of the Premises, whether written or oral, which may now or at anytime hereafter exist, whether or not the same are identified on Exhibit B attached hereto; and (iii) any and all amendments, modifications, extensions, renewals and replacements thereof, upon all or any part of the Premises (hereinafter collectively referred to as the "Leases") (the leases listed as item numbers 1 and 2 on said Exhibit B are sometimes collectively referred to as the "Ground Leases");

Together with any and all guaranties of tenants' performance under the Leases;

Together with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, proceeds and profits (hereinafter referred to as the Rents"), now

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due or which may hereafter become due or to which Assignor may now or may hereafter become entitled, or which Assignor may demand or claim, including those Rents coming due during any redemption period, arising or issuing from or out of the Leases or otherwise from or out of the Premises or any part thereof, including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability due to destruction or damage to the Premises, and all escrow accounts or security deposit accounts, together with any and all rights and claims of any kind that Assignor may have against any tenant under the Leases or any subtenants or occupants of the Premises;

To have and to hold the same unto the Assignee, its successors and assigns, until termination of this Assignment as hereinafter provided;

Subject, however, to the right hereby granted by Assignee to Assignor to collect and receive the Rents prior to the occurrence of a default hereunder; provided, however, that this right is limited as hereinafter set forth.

In order to protect the security of the Assignment, Assignor covenants and agrees as follows:

1. Assignor's Representations and Warranties Concerning Leases and Rents. Assignor represents and warrants, as of the date hereof and as of all dates hereafter, that:

(a) Assignor has good title to the Leases and Rents hereby assigned and good right and authority to assign them, free from any act or other instrument that might limit Assignor's right to make this Assignment or Assignee's rights hereunder, and no other person, firm or corporation has any right, title or interest therein;

(b) Assignor, to the best of its knowledge, has duly and punctually performed all the terms, covenants, conditions and warranties of the Leases that were to be kept, observed and performed by it;

(c) The Leases and any amendments or modifications thereto are valid, unamended, unmodified and in full force and effect;

(d) Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Rents from the Premises, whether they are due now or to become due hereafter;

(e) Any of the Rents due and issuing from the Premises or from any part thereof for any period subsequent to the date hereof have not been collected, and payment thereof has not otherwise been anticipated, abated, conceded, waived, released, discounted, set off or compromised;

(f) Assignor has not received any funds or deposits from any tenant for which credit has not already been made on account of accrued rents; and

(g) To the best of Assignor's knowledge, the tenants under all Leases are not in default of any of the terms thereof.

2. Assignor's Covenants of Performance. Assignor covenants and agrees to:

(a) Observe, perform and fulfill, duly and punctually, all the obligations, terms, covenants, conditions and warranties of the Note, Mortgage, other Loan Documents, and all

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Leases affecting the Premises that Assignor is to keep, observe and perform, and give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same;

(b) Give prompt notice to Assignee of any notice, demand or other document received by Assignor from any tenant or subtenant under the Leases, including, without limitation, those specifying any default claimed to have been made by Assignor under the Leases;

(c) Enforce or secure the performance of each and every obligation, term, covenant, condition and warranty in the Leases to be performed or fulfilled by any tenant, and notify Assignee of the occurrence of any default under the Leases;

(d) Appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and any tenant thereunder;

(e) Pay all costs and expenses of Assignee, including attorneys fees, in any action or proceeding in which Assignee may appear in connection herewith;

(f) Neither create nor permit any lien, charge or encumbrance upon its interest in the Premises, Leases or Rents, or as lessor of the Leases, except for the lien of the Mortgage; and

(g) Give simultaneous written notice to Assignee of any notice of default served by Assignor upon any tenants under the Ground Leases, and any written statements required to be given by Assignor as lessor pursuant to the Ground Leases.

3. Approved Leases. At all times, so long as any portion of the Loan remains unpaid, Assignee shall have the right to approve the form and substance of any and all Leases of the Premises, as well as the proposed standard form lease for the Premises; provided, however, Assignee's approval shall not be required for any lease of retail space in the Premises, other than space covered by the Ground Leases, if all of the terms and conditions of the Operating Deficit Retention Agreement (as defined in the Mortgage) shall have been satisfied by Assignor by the Outside Date (as defined in said Operating Deficit Retention Agreement), and if such lease incorporates no material deviations from the standard form lease and satisfies all of the following conditions: (i) is for the demise of less than five thousand (5,000) net rentable square feet; (ii) incorporates no material deviations from the standard form lease previously approved in writing by Assignee, or, if such changes are material, such changes have been previously approved by Assignee in writing as standard changes for any lease of the Premises; (iii) is for a term of not less than three (3) years and not more than ten (10) years (including options to extend or renew); (iv) provides for an initial annual net rent of not less than Seven Dollars (\$7.00) per net rentable square foot; (v) provides for rent abatement or concessions for an aggregate consecutive period of not more than two (2) months for each year of the term of the lease provided that it is expressly stated in each lease that such rent abatements or concessions shall be for a consecutive period of time commencing with the first month of the lease; and (vi) provides for, depending on the term of the applicable lease, an increase in the annual net rent at the commencement of the fourth lease year of One Dollar (\$1.00) per net rentable square foot and at the commencement of the eighth lease year of another One Dollar (\$1.00) per net rentable square foot. Assignee shall have ten (10) business days after receipt of any leases submitted by Assignor to Assignee to approve or disapprove the same. If

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Assignee does not notify Assignor of its approval or disapproval within said ten (10) business day period, then said lease shall be deemed approved by Assignee. All leases approved in writing by Assignee, and all leases not requiring the approval of Assignee as provided in this Paragraph 3, and all leases not approved or disapproved by Assignee within said ten (10) business day period are herein collectively referred to as the "Approved Leases."

4. Prior Approval for Actions Affecting Leases. Assignor further covenants and agrees that it shall not, without the prior written consent of Assignee:

(a) Receive or collect any Rents, in cash or by promissory note, from any tenant of the Premises or any part thereof for a period of more than one (1) month in advance of the date on which such payment is due, or further pledge, transfer, mortgage or otherwise encumber or assign the Leases or future payments of Rents, or incur any indebtedness, liability or other obligation to any tenant; or

(b) Waive, excuse, condone, abate, concede, discount, set off, compromise or in any manner release or discharge any tenant under any of the Leases of and from any obligation, covenant, condition or warranty to be observed, performed or fulfilled by the tenant, including the obligation to pay the rents thereunder in the manner and at the place and time specified therein; or

(c) Cancel or terminate any of the Leases, nor accept a surrender thereof, nor permit any cancellation or termination thereof, except as permitted under Paragraph 5 hereof as to Leases other than the Ground Leases; or

(d) Renew or extend the term of any of the Leases (unless an option therefor was originally reserved by the tenant in the Lease and the Lease qualifies and will continue to qualify as an Approved Lease), or consent to any assignment of or subletting under any of the Leases; or modify, amend or alter any term of any of the Leases.

5. Termination of Leases and New Leases. Assignor further covenants and agrees to promptly notify Assignee in writing, and obtain its prior written approval of (i) any and all lease terminations or cancellations, but with respect to leases, other than the Ground Leases, only if such terminations or cancellations affect, in any single instance, more than five percent (5%) of the net rentable area of the Premises; and (ii) all new Leases, except Assignee's prior written approval is not required for Approved Leases.

6. Rejection of Leases. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Act or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby agrees to assign any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee, or, at Assignee's election, to such title company as Assignee shall designate, any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Assignment as Assignee may elect.

7. Default Deemed Default Under the Note and Mortgage. If Assignor shall default in the performance or fulfillment of any obligation, term, covenant, condition, representation or warranty

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herein, regardless of whether such representation or warranty was qualified to the best of Assignor's knowledge, and such default is not cured within thirty (30) days after written notice thereof shall have been given to Assignor by Assignee, Assignee may, at its option, declare each such instance to be a default under the Note and Mortgage, thereby entitling Assignee to declare all sums secured hereby and thereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and herein, as well as by law.

8. Right to Collect Rents. As long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance or fulfillment of any other obligation, term, covenant, condition or warranty contained herein or in the Note, Mortgage, other Loan Documents, or in the Leases, Assignor shall have the right under a license granted hereby, but limited as provided in the following paragraph, to collect, but not prior to accrual, all of the Rents arising from or out of said Leases or any renewals, extensions and replacements thereof, or from or out of the Premises or any part thereof. Assignor shall receive such Rents and shall hold them as a trust fund to be applied as required under the terms and conditions of the Note, Mortgage and other Loan Documents, and Assignor hereby covenants to so apply them before using any part of the same for any other purposes, in such order as Assignee may direct, to the payment of taxes and assessments upon said Premises before penalty or interest is due thereon; to the cost of insurance, utilities, maintenance, repairs, replacements and renovation, required by the terms of the Note, Mortgage and other Loan Documents; to the establishment of reserves for real estate taxes, insurance and deferred maintenance; to the satisfaction of all obligations specifically set forth in the Leases; and to the payment of interest and principal becoming due on the Note.

9. Enforcement and Termination of Right to Collect Rents. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance or fulfillment of any obligation, term, covenant, condition or warranty contained herein, in the Note, Mortgage, other Loan Documents or in the Leases, Assignee shall have, at its option and without further notice (subject to any applicable cure periods contained therein), the complete right, power and authority to exercise and enforce any or all of the following rights and remedies at any time:

(a) To terminate the right granted to Assignor to collect the Rents without taking possession, and to demand, collect, receive, sue for, attack and levy against the Rents in Assignee's own name; to give proper receipts, releases and acquittances therefor; and after deducting all necessary costs and expenses of operation and collection, including attorneys fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby in such order as Assignee may determine, and this Assignment shall constitute a direction to and full authority to any lessee, tenant or other third-party who has heretofore dealt or may hereafter deal with Assignor or Assignee, at the request and direction of Assignee, to pay all Rents owing under any lease or other agreement to Assignee without proof of the default relied upon, and any such lessee, tenant or third-party is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected by Assignor in so doing) any request, notice or demand by Assignee for the payment to Assignee of any Rents or other sums which may be or may thereafter become due under its lease or other agreement, or for the performance of any undertakings under any such lease or other agreement, and shall have no duty to inquire as to whether any default hereunder or under the Loan Documents has actually occurred or is then existing;

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(b) To declare all sums secured hereby immediately due and payable and, at its option, exercise all or any of the rights and remedies contained in the Note, Mortgage and other Loan Documents;

(c) Without regard to the adequacy of the security or the solvency of Assignor, with or without any action or proceeding through any person, by agent, or by a receiver to be appointed by a court, and without regard to Assignor's possession, to enter upon, take possession of, manage, and operate the Premises or any part thereof; make, modify, enforce, cancel or accept surrender of any Leases now or hereafter in effect on said Premises or any part thereof; remove and evict any lessee; increase or decrease rents; clean, maintain, repair or remodel the Premises; otherwise do any act or incur any costs or expenses that Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession; and apply the Rents so collected in such order as Assignee shall deem proper to the payment of costs and expenses incurred by Assignee in enforcing its rights and remedies hereunder, including court costs and attorneys' fees, and to the payment of costs and expenses incurred by Assignee in connection with the operation and management of the Premises, including management and brokerage fees and commissions, and to the payment of the indebtedness evidenced by the Note and secured by the other Loan Documents; and

(d) Require Assignor to transfer all security deposits to Assignee, together with all records evidencing these deposits.

Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking possession of said Premises by Assignee, be deemed or construed to constitute Assignee a "Mortgagee in Possession," nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Premises, to take any action hereunder, to expend any money, incur any expenses, or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any lessee thereunder and not assigned and delivered to Assignee. Furthermore, Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises.

Provided further, however, that the collection of the Rents and their application as aforesaid and/or the entry upon and taking possession of the Premises shall not cure or waive any default; waive, modify or affect any notice of default required under the Note or Mortgage; or invalidate any act done pursuant to such notice.

The rights, powers and remedies conferred on Assignee hereunder (a) shall be cumulative and concurrent with and not in lieu of any other rights, powers and remedies granted Assignee hereunder or under the Note, Mortgage or other Loan Documents; (b) may be pursued separately, successively or concurrently against any Assignor or the Premises; (c) may be exercised as often as occasion therefor shall arise, it being agreed by Assignor that the exercise or failure to exercise any of the same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse; and (d) are intended to be, and shall be, non-exclusive.

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10. Authority to Cure Default. Assignee shall have the right and option at any time or from time to time, in its sole discretion (but under no circumstances shall it be required or obligated), to take in its name or in the name of Assignor such action as Assignee may determine to be necessary to cure any default of Assignor under any of the Leases, whether or not any applicable cure or grace period has expired. Assignor agrees to protect, defend, indemnify and hold Assignee harmless from and against any and all loss, cost, liability or expense (including, but not limited to, attorneys fees and expenses) in connection with Assignee's exercise of its rights hereunder, with interest thereon at the Default Rate set forth in the Note.

11. Appointment of Attorney. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest of Assignor, so that in the name, place and stead of Assignor, Assignee may subordinate, at any time and from time to time, any Leases affecting the Premises or any part thereof to the lien of the Mortgage, any other mortgage or deed of trust encumbering the Premises, or any ground lease of the Premises, and request or require such subordination where such option or authority was reserved to Assignor under any such Leases, or in any case where Assignor otherwise would have the right, power or privilege so to do. This appointment is to be irrevocable and continuing, and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns as long as any part of the indebtedness secured hereby shall remain unpaid.

12. Indemnification Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any and all liability, loss, damage or expense that Assignee may incur under, or by reason or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but not limited to, any claims by any tenants of credit for rental for any period under any Leases more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including attorneys fees, with interest thereon at the Default Rate set forth in the Note, shall be payable by Assignor immediately without demand, and shall be secured as a lien hereby and by the Mortgage.

13. Records. Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all Leases and all future Leases upon all or any part of the Premises, and will, if Assignee requests, specifically transfer and assign such Leases upon the same terms and conditions as herein contained, but Assignor acknowledges and agrees that such specific assignment and transfer shall not be required to make this Assignment operative with respect to such future Leases. Assignor hereby covenants and agrees to make, execute and deliver to Assignee upon demand and at any time any and all further or additional assignments, documents and other records and instruments, including, but not limited to, rent rolls and books of account sufficient for the purpose that Assignee may deem to be necessary or advisable for carrying out the purposes and intent of, or otherwise to effectuate, this Assignment.

14. No Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or other Loan Documents, or the laws of the state in which the Premises are situated. The rights of Assignee to collect the indebtedness secured hereby, to enforce any other security therefor, or to enforce any other right or remedy hereunder may be exercised by Assignee

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either prior to, simultaneously with, or subsequent to any other action taken hereunder and shall not be deemed an election of remedies.

15. Primary Security. Assignor agrees that this Assignment is primary in nature to the obligation evidenced and secured by the Note, Mortgage and other Loan Documents, and any other document given to secure and collateralize the indebtedness secured hereby. Assignor further agrees that Assignee may enforce this Assignment without first resorting to or exhausting any other security or collateral; however, nothing herein contained shall prevent Assignee from successively or concurrently suing on the Note, foreclosing the Mortgage, or exercising any other right under any other document collateralizing the Note.

16. Merger. (i) The fact that the Leases or the leasehold estates created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises, (ii) the operation of law, or (iii) any other event shall not merge any Leases or the leasehold estates created thereby with the fee estate in the Premises as long as any of the indebtedness secured hereby and by the Note, Mortgage and other Loan Documents shall remain unpaid, unless Assignee shall consent in writing to such merger.

17. Termination of Assignment. Upon payment in full of all of the indebtedness secured by the Note, Mortgage and other Loan Documents and all sums payable hereunder, Assignee shall execute and deliver a release of this Assignment. No judgment or decree entered as to said indebtedness shall operate to abrogate or lessen the effect of this Assignment until the indebtedness has actually been paid. The affidavit, certificate, letter or statement of any officer of Assignee showing that any part of said indebtedness has remained unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment. Any person, firm or corporation may, and is hereby authorized to, rely on such affidavit, certificate, letter or statement. A demand by Assignee to any tenant for payment of rents by reason of any default claimed by Assignee shall be sufficient direction to said tenant to make future payments of Rents to Assignee without the necessity for further consent by, or notice to, Assignor.

18. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, certified or registered with return receipt requested, or by delivering the same in person to the intended address, as follows:

If to Assignor: Amalgamated Trust and Savings Bank
One West Monroe Street
Chicago, Illinois 60603
Attention: Land Trust Department

With a copy to: Hess, Kaplan & McDowell, Ltd.
180 North LaSalle Street
Suite 2525
Chicago, Illinois 60601
Attention: Peter A. Hess, Esq.

If to Assignee: The Travelers Insurance Company
2215 York Road
Suite 504
Oak Brook, Illinois 60521
Attention: Regional Counsel

With a copy to: Coffield Ungaretti Harris & Slavin
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: Barbara J. Davis, Esq.

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or at such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective upon the date of its deposit. Notice given by personal delivery shall be effective upon delivery.

19. Successors. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land and shall inure to the benefit of, and bind, all parties hereto and their respective heirs, successors and assigns, all tenants and their subtenants and assigns, and all subsequent owners of the Premises and all successors, transferees and assignees of Assignee and all subsequent holders of the Note and Mortgage.

20. Additional Rights and Remedies. In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to ordinary and punitive damages occasioned by any breach or default by Assignor.

21. Severability. If any provision of this Assignment or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. Third Party Beneficiaries. It is expressly agreed by Assignor that this assignment shall not be construed or deemed made for the benefit of any third party or parties.

23. Entire Agreement. This document contains the entire agreement concerning the assignment of Leases and Rents between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party.

24. Construction. Whenever used herein and the context requires it, the singular shall include the plural, the plural the singular, and any gender shall include all genders.

25. Governing Law. The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment.

26. Trustee's Exculpation. This document is executed by AMALGAMATED TRUST AND SAVINGS BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in Assignor (and Assignor hereby represents and warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on Assignor personally to perform any covenants, either express or implied, herein contained or with regard to any warranty contained herein (except the warranty relating to the authority of Assignor to execute this Assignment), all such personal liability, if any, being expressly waived with respect to Assignor, but nothing in the preceding portions of this paragraph shall be construed in any way as to affect or impair the lien of this Assignment, or Assignor's right to exercise any of its rights and remedies hereunder, or be construed in any way so as to limit or restrict any of the rights and remedies of Assignor hereunder in any proceedings to enforce payment of the indebtedness secured hereby out of and from the security given therefor in the manner provided herein, in the Note and other instruments given to secure the Note, and further shall not in

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any way be construed to restrict or limit Assignor's absolute right to enforce personal liability against any co-maker, guarantor or guarantors of the Note or any other instrument given to secure the indebtedness secured hereby.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

AMALGAMATED TRUST AND SAVINGS BANK,
not personally but as Trustee as
aforesaid

ATTEST: [SEAL]

By: Sally Doubet King
Name: Sally Doubet King
Title: Chief Clerk

By: [Signature]
Name: Ernest B. Polakow
Title: Vice President

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STATE OF Illinois)
COUNTY OF Cook) SS

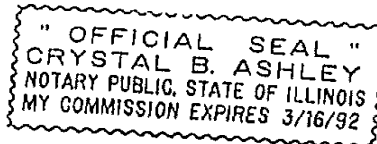
I, CRYSTAL B. ASHLEY, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Erving B. Polakow and SALLY DOUBET KING, the President and Asst. Vice President, respectively, of AMALGAMATED TRUST AND SAVINGS BANK, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said bank, not personally but as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5 day of May, 1988.

Crystal B. Ashley
Notary Public

My Commission Expires:

_____, 19__



This instrument was prepared by and after recording should be mailed to:

Mark S. Litner, Esq.
COFFIELD UNGARETTI HARRIS & SLAVIN
3500 Three First National Plaza
Chicago, Illinois 60602

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EXHIBIT A

Legal Description

PARCEL 1:

LOT 3 (except the Southwesterly 1.04 feet thereof);

LOT 7;

That part of Lot 8 described as follows:

Beginning at the Northeast corner of Lot 10; thence North 0 Degrees 15 Minutes 50 Seconds East on the East line of Lot 10 extended North a distance of 6.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 15 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 6.5 feet to the North line of Lot 10; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 15.0 feet to the point of beginning.

LOT 9 (except the South 8.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the North 1.00 feet of the South 9.5 feet of the East 18.25 feet of the West 33.0 feet thereof, also except the South 1.00 feet of the East 241 feet thereof;

LOTS 10 through 17, both inclusive, and

Outlots A & B

All of the above in the Landings Planned Unit Development, a Subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, according to the plat thereof recorded on August 15, 1985 as Document No. 85,148,127 in Cook County, Illinois.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EXCEPTION PARCELS A, B, C, D, E AND F:

EXCEPTION PARCEL A:

A North and South 30 foot wide roadway of uniform width being a tract of land with its East and Southeasterly line described as follows, said 30 foot wide roadway lying to the West and Northwest of that part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian described as beginning at a point on the North line of Outlot A, said point being at the Northeast corner of said Outlot A; thence South 0 Degrees 15 Minutes 50 Seconds West on the East line of said Outlot A, a distance of 794.45 feet to a point on the Northwesterly right of way line of the Public Service Company of Northern Illinois, said point being on the Southeasterly line of Outlot A; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line, a distance of 226.44 feet to a bend point in Outlot A; the following 3 courses being on the Southeasterly line of Outlot A; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 894.67 feet; thence South 0 Degrees 03 Minutes 26 Seconds West a distance of 7.18 feet; thence South 25 Degrees 29 Minutes 28 Seconds West, a distance of 499.73 feet to the most Southeasterly corner of Outlot A, said point being on the North line of 170th Street in Cook County, Illinois.

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EXCEPTION PARCEL B:

That part of Outlot A and Outlot B in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue, being the Westerly line of said Outlot A extended Northerly; thence South 89 Degrees 44 Minutes 10 Seconds East on the North line of Outlot A and B a distance of 1285.31 feet; thence South 64 Degrees 37 Minutes 43 Seconds East a distance of 287.48 feet to the Southeasterly line of Outlot B, being the Northwesterly right of way line of Public Service Company of Northern Illinois; thence South 25 Degrees 22 Minutes 17 Seconds West on the last described line a distance of 66.0 feet; thence North 64 Degrees 37 Minutes 43 Seconds West a distance of 291.10 feet to a point of curve; thence Northwesterly on the arc of a circle convex to the Northeast, having a radius of 267.0 feet and an arc distance of 117.00 feet to a point of tangent; thence North 89 Degrees 44 Minutes 10 Seconds West parallel to the North line of Outlot A, a distance of 1142.69 feet (the last described line being 33.0 feet South of and parallel with the North line of Outlot A) to the Easterly right of way line of Torrence Avenue aforesaid; thence North 3 Degrees 40 Minutes 10 Seconds East on said Easterly right of way and said line extended a distance of 33.06 feet to the point of beginning, all in Cook County, Illinois.

EXCEPTION PARCEL C:

That part of Outlot A in the Landings Planned Unit Development being a subdivision of part of the Southwest 1/4 of Section 19, Township 36 North Range 15 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the North line of Outlot A, said North line being a line 2319.72 feet North of and parallel with the South line of said Southwest 1/4, and the East right of way line of Torrence Avenue being the Westerly line of said Outlot A extended Northerly; thence South 3 Degrees 40 Minutes 10 Seconds West on the Westerly line of said Outlot A, a distance of 436.88 feet; thence South 3 Degrees 12 Minutes 32 Seconds West on the Westerly line of said Outlot A, a distance of 383.14 feet to a point on a line 818.75 feet South of and parallel to the North line of said Outlot A for the point of beginning of the center line of a 50 foot wide roadway, 25 feet on either side of the following described line; thence North 86 Degrees 44 Minutes 21 Seconds East a distance of 336.31 feet; thence South 89 Degrees 44 Minutes 10 Seconds East a distance of 545.06 feet to the Easterly end of said 50 foot roadway, in Cook County, Illinois.

EXCEPTION PARCEL D:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the most Southeasterly corner of Lot 1 aforesaid, thence South 25 Degrees 14 Minutes 34 Seconds West on the Southwesterly prolongation of the Easterly line of said Lot 1, a distance of 50.0 feet; thence North 64 Degrees 45 Minutes 26 Seconds West a distance of 93.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 82.32 feet; thence North 37 Degrees 48 Minutes 25 Seconds West a distance of 5.61 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1, a distance of 129.78 feet to an angle point of said Lot 1; thence South 64 Degrees 45

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Minutes 26 Seconds East on a line of said Lot 1, a distance of 98.0 feet to the point of beginning.

EXCEPTION PARCEL E:

That part of Outlot A in the Landings Planned Unit Development bounded and described as follows:

Beginning at the Northwesterly corner of Lot 1 aforesaid, thence North 64 Degrees 45 Minutes 26 Seconds West on the Northwesterly prolongation of the Northerly line of said Lot 1 a distance of 7.0 feet; thence South 25 Degrees 14 Minutes 34 Seconds West a distance of 180.0 feet to a point on a line of said Lot 1; thence South 64 Degrees 45 Minutes 26 Seconds East on a line of said Lot 1 a distance of 7.0 feet to an angle point of said Lot 1; thence North 25 Degrees 14 Minutes 34 Seconds East on a line of said Lot 1 a distance of 180.0 feet to the point of beginning.

EXCEPTION PARCEL F:

That part of Outlot A described as follows:

Commencing at the most Southwesterly corner of Lot 9; thence South 89 Degrees 44 Minutes 10 Seconds East in the South line of Lot 9 a distance of 14.75 feet to the point of beginning, thence continuing South 89 Degrees 44 Minutes 10 Seconds East a distance of 3.25 feet to the West line of Lot 8; thence South 0 Degrees 15 Minutes 50 Seconds West a distance of 168.5 feet; thence North 89 Degrees 44 Minutes 10 Seconds West a distance of 3.25 feet; thence North 0 Degrees 15 Minutes 50 Seconds East a distance of 168.5 feet to the point of beginning, all in the Landings Planned Unit Development, being a Subdivision of part of the Southwest Quarter of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Easements appurtenant to and for the benefit of Parcel 1 for the purposes of parking, ingress and egress, passage and accommodation of pedestrians, "Common Utility Facilities" and for "Common Area Improvements", as set forth, defined and limited in Section 2.2(a), 2.2(b), 2.2(c), 2.3 and 2.5 of that certain Declaration of Reciprocal Easements and Operating Covenants recorded August 16, 1985 as Document No. 85,149,097, as amended by First Amendment to said Declaration, recorded December 18, 1985 as Document No. 85,329,731, and as further amended by Second Amendment to said Declaration, recorded March 11, 1988 as Document No. 88,103,519, and as modified by Assumption Agreements recorded October 2, 1985 as Document 85,216,669, October 15, 1985 as Document No. 85,235,392, October 15, 1985 as Document No. 85,235,396, August 16, 1985 as Document No. 85,149,097 and August 16, 1985 as Document No. 85,149,098, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove.

PARCEL 3:

Easements appurtenant to and for the benefit of Parcel 1 for all "construction", as defined in Section 4.1; maintenance and repair of Parcel 1 improvements and for storage of materials and equipment as set forth, defined and limited in Section 4.5 of the Declaration set forth in Parcel 2 hereinabove, as amended and assumed, over and across "Common Areas" as that term is defined and limited therein, excepting from said "Common Areas" those portions thereof falling within Parcel 1 hereinabove and/or falling within Lots 4 or 5 in said Landings Planned Unit Development.

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Permanent Tax Numbers: 30-19-300-014 Volume: 225
(Affects Lot 3)

30-19-300-018
(Affects Lot 7)

30-19-300-019
(Affects Lot 8)

30-19-300-020
(Affects Lot 9)

30-19-300-021
(Affects Lot 10)

30-19-300-022
(Affects Lot 11)

30-19-300-023
(Affects Lot 12)

30-19-300-024
(Affects Lot 13)

30-19-300-025
(Affects Lot 14)

30-19-300-026
(Affects Lot 15)

30-19-300-027
(Affects Lot 16)

30-19-300-028
(Affects Lot 17)

30-19-300-029
(Affects Outlot A)

30-19-300-030
(Affects Outlot B)

Common Address:

The Landings Shopping Center
the northeast corner of Torrence Avenue
(Route 83) and 170th Street
Lansing, Illinois

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EXHIBIT B

Leases

1. Ground Lease dated August 18, 1986 by and between Assignor, as landlord, and Burger King Corporation, a Florida corporation, as tenant, as amended by Amendment to and Modification of Lease dated March 30, 1987, as further amended by Second Amendment to and Modification of Lease dated May 22, 1987, and as further amended by Third Amendment to and Modification of Lease dated June 12, 1987.
2. Ground Lease dated January 21, 1988 by and between Assignor, as landlord, and Bond Drug Company of Illinois, as tenant.
3. Lease dated September 26, 1986 by and between Amalgamated Trust & Savings Bank, as Trustee under Trust Agreement No. 4951, as lessor ("Lessor"), and Michigan Sporting Good Dist., Inc., as lessee.
4. Lease dated November 12, 1986 by and between Lessor, as lessor, and Waterbed Emporium, Inc., as lessee, as assigned by Lease Assignment, Consent and Amendment Agreement dated May 5, 1988 by and among Lessor, as landlord, Waterbed Emporium, Inc., as assignor, and E.T.W., Inc., as assignee or tenant.
5. Lease dated June 2, 1986 by and between Lessor, as lessor, and Toys "R" Us, Inc., as lessee.
6. Lease dated April 24, 1986 by and between Lessor, as lessor, and Loomcraft Textile & Supply Company, as lessee.
7. Lease dated June 4, 1986 by and between Lessor, as lessor, and Eyelab, Inc., as lessee.
8. Lease dated June 20, 1986 by and between Lessor, as lessor, and Fashion Bug #563, Inc., as lessee.
9. Lease dated January 10, 1986 by and between Lessor, as lessor, and K-Mart Corporation, as lessee, as assigned by that certain Assignment and Assumption of Lease dated April 30, 1987 from K-Mart Corporation, as assignor, to F&M Distributors, Inc., a Michigan corporation, as assignee.
10. Lease dated September 4, 1985 by and between Lessor, as lessor, and Pier 1 Imports-Midwest, Inc., as lessee, as amended by First Amendment to Lease dated September 4, 1985 by and between Lessor, as lessor, and Pier 1 Imports-Midwest, Inc., as lessee.
11. Lease dated October 21, 1985 by and between Lessor, as lessor, and Zayre Corp., as lessee.
12. Lease dated April 30, 1987 by and between Lessor, as lessor, and DJ&J Software, Inc., d/b/a Egghead Discount Software, as lessee.
13. Lease dated May 20, 1987 by and between Lessor, as lessor, and Eva's Bridal, Inc., as lessee.
14. Lease dated June 9, 1987 by and between Lessor, as lessor, and Kevork Arakelian, d/b/a ARA Shoe Repair, as lessee.
15. Lease dated August 12, 1987 by and between Lessor, as lessor, and Michael Jadallah, as lessee.

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16. Lease dated October 30, 1986 by and between Lessor, as lessor, and Bo Rics of Indiana, Ltd., d/b/a Bo Rics Hair Care, as lessee.
17. Lease dated April 21, 1987 by and between Lessor, as lessor, and Lion Photo Supply, Inc., as lessee.
18. Lease dated May 18, 1987 by and between Lessor, as lessor, and Subway Restaurant, Inc., as lessee.
19. Lease dated July 13, 1987 by and between Lessor, as lessor, and EBS-Gussini, Inc., as lessee.
20. Lease dated September 3, 1985 by and between Lessor, as lessor, and Hanover Cards & Gifts, Inc., as lessee, as amended by First Amendment to Lease dated September 3, 1985 by and between Lessor, as lessor, and Hanover Cards & Gifts, Inc., as lessee.
21. Lease dated November 6, 1985 by and between Lessor, as lessor, and Bee Discount Company, as lessee.
22. Lease dated February 5, 1987 by and between Lessor, as lessor, and The Casual Male, as lessee.
23. Lease dated February 6, 1986 by and between Lessor, as lessor, and Holtzman's Little Folk Shop, Inc., d/b/a Kids Mart, as lessee.
24. Lease dated February 6, 1987 by and between Lessor, as lessor, and The Latest Scoop, Inc., as lessee.
25. Lease dated November 28, 1986 by and between Lessor, as lessor, and Elm Tree, Inc., d/b/a Mail Boxes, Etc., U.S.A., as lessee.
26. Lease dated July 7, 1986 by and between Lessor, as lessor, and Dan Howard Industries, as lessee.
27. Lease dated July 28, 1986 by and between Lessor, as lessor, and Racord, Inc., as lessee.
28. Lease dated October 16, 1985 by and between Lessor, as lessor, and A.S.C. Stores III, Inc., d/b/a P.S. Plus Sizes, as lessee, as amended by First Amendment to Lease dated November 25, 1985 by and between Lessor, as lessor, and A.S.C. Stores III, Inc., d/b/a P.S. Plus Sizes, as lessee, the leasehold interest of which was succeeded to by Catherines, Inc.
29. Lease dated April 16, 1986 by and between Lessor, as lessor, and Recordtown, Inc., as lessee.
30. Lease dated May 15, 1987 by and between Lessor, as lessor, and The Suitery, Inc., as lessee.
31. Lease dated March 5, 1987 by and between Lessor, as lessor, and Country Yogurt of Lansing, Inc., as lessee.
32. Lease dated October 16, 1985 by and between Lessor, as lessor, and The Kobacker Company, as lessee.
33. Lease dated July 10, 1987 by and between Lessor, as lessor, and Tuesday Morning, Inc., as lessee.
34. Lease dated August 1, 1987 by and between Lessor, as lessor, and First National Realty Management Company, Inc., as lessee.
35. Lease dated December 1, 1987 by and between Lessor, as lessor, and Pursenality Plus II, Inc., as lessee.

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36. Lease dated December 21, 1987 by and between Lessor, as lessor, and Jeppy's Shrimp, Inc., as lessee.
37. Lease dated January 18, 1988 by and between Lessor, as lessor, and Motion & Music, Inc., d/b/a Music in Motion, as lessee.
38. Lease dated November 20, 1987 by and between Lessor, as lessor, and Buffets, Inc., as lessee.

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DEPT-01 RECORDING

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COOK COUNTY RECORDER

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