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## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), dated as of June 2, 1988, made by AMERICAN NATIONAL BANK AND TRUST COMPANY, a national banking association, not personally but as solely as trustee for the Partnership (as defined in the Loan Agreement referred to below) under Trust Agreement dated December 1, 1985 and known as Trust No. 66007 ("Assignor"), to MELLON BANK, N.A., a national banking association having an office at 300 Two Mellon Bank Center, Pittsburgh, Pennsylvania 15259 ("Assignee"),

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

WHEREAS, pursuant to a Construction Loan Agreement of even date herewith between Assignor and Assignee (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"), Assignee has agreed to make a loan of up to \$3,800,000 to Assignor (the "Loan");

WHEREAS, the Loan is evidenced by a Note of even date herewith made by Assignor to Assignee (as the same may be extended, renewed, refinanced, refunded, amended, modified or supplemented from time to time, and any replacement or successor note, the "Note");

WHEREAS, the Note is secured by a Mortgage of even date herewith made by Assignor to Assignee, intended to be recorded in the Office of the Recorder of Deeds of Cook County, Illinois immediately prior to the recordation of this Assignment (as the same may be amended, modified or supplemented from time to time, the "Mortgage"; capitalized terms used herein and not otherwise defined herein having the meanings assigned to them in the Mortgage); and

WHEREAS, the execution and delivery of this Assignment by Assignor is a condition to Assignee's obligation to make the Loan;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns, transfers, grants and conveys unto Assignee, its successors and assigns, all of its right, title and interest in, to and under all existing and future leases covering, and all agreements for any use of, all or any part of the Land described in Exhibit A hereto, the Improvements located thereon and the other Mortgaged Property, and all extensions, renewals and guarantees thereof and all amendments and supplements thereto (collectively, the "Leases"), including without limitation the following:

- (a) all rents, revenues, issues, income, receipts, profits and other amounts now or hereafter becoming due to

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Assignor under the Leases (whether due for the letting of space, for services, materials or installations supplied by Assignor or for any other reason whatsoever), including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by tenants under the Leases ("Tenants"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "Rents") and all rights to make claim for, collect, receive and receipt for the Rents;

(b) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

(c) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and

(d) all other claims, rights, powers, privileges and remedies of Assignor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Assignor is entitled to do thereunder or with respect thereto;

subject, however, to the right of Assignor to receive and use the Rents, and to exercise all of Assignor's rights, powers, privileges and remedies under the Leases to the extent not prohibited by Section 3 hereof or by any other Loan Document, until the occurrence of an Event of Default;

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever;

AND, Assignor hereby agrees with Assignee as follows:

1. Representations and Warranties. Assignor hereby represents and warrants to Assignee that (a) Assignor has not assigned, transferred, mortgaged, pledged or otherwise encumbered any of its right, title and interest in, to and under the Leases and the Rents and no part of such right, title and interest is subject to any lien or other encumbrance, except in favor of Assignee, (b) each Lease is a legal, valid and binding obligation of the Tenant thereof, enforceable in accordance with its terms, (c) no default exists by Assignor or any Tenant under any of the

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Leases and (d) no Rents have been received by Assignor in advance of the time when the same became due under the terms of the Leases.

2. Affirmative Covenants. Assignor hereby covenants with Assignee that Assignor shall (a) perform and observe all covenants and agreements to be performed and observed by Assignor under the Leases, (b) enforce, short of termination of the Leases, the performance and observance of all covenants and agreements to be performed or observed by Tenants under the Leases, (c) appear in and defend any action or proceeding arising out of or in connection with any of the Leases and (d) promptly give Assignee copies of any notices of default given or received by Assignor under any of the Contracts.

3. Negative Covenants. Assignor hereby covenants with Assignee that Assignor shall not (a) assign, transfer, mortgage, pledge or otherwise encumber, or permit to accrue or suffer to exist any lien or other encumbrance on or in, any of the right, title and interest of Assignor in, to and under the Leases and the Rents, except in favor of Assignee, (b) enter into any Lease without first obtaining Assignee's written approval of such Lease, the terms and conditions thereof and the Tenant thereof, (c) amend or modify any of the terms of any Lease, (d) accept any prepayment of Rents under any Lease earlier than one month in advance of its due date, (e) terminate any Lease or consent to the cancellation or surrender of any Lease, (f) give or join in any material waiver, consent or approval with respect to any Lease, (g) settle or compromise any claim against any Tenant arising out of or in respect of any Lease, (h) waive any default under or breach of any Lease or (i) take any other action in connection with any Lease which would materially impair the value of the rights or interests of Assignor or Assignee thereunder or therein.

4. Right of Assignee To Cure Assignor Defaults. If Assignor shall fail to pay, perform or observe any of its covenants or agreements hereunder, Assignee may pay, perform or observe the same and collect the cost thereof from Assignor all as more fully provided in Section 2.14 of the Mortgage.

5. Assignee Not Liable; Indemnification. Anything contained herein or in any of the Leases to the contrary notwithstanding, (a) Assignor shall at all times remain solely liable under the Leases to perform all of the obligations of Assignor thereunder to the same extent as if this Assignment had not been executed, (b) neither this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Leases or constitute an assumption of any such obligations by Assignee and (c) Assignee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of

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Assignor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time or times. Assignor shall and does hereby agree to indemnify Assignee and hold it harmless from and against any and all liability, loss or damage which it may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against it, in connection with or with respect to the Leases or this Assignment, whether by reason of any alleged obligation or undertaking on its part to perform or discharge any of the covenants or agreements contained in the Leases or otherwise. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Leases or this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be paid by Assignor to Assignee immediately upon demand, together with interest thereon at the Default Rate until paid.

6. Default. If an Event of Default shall occur, Assignee may, without notice and irrespective of whether or not the Secured Obligations shall then be due and payable, and without regard to the adequacy of the security for the Secured Obligations, (a) enter and take possession of the Mortgaged Property or any part thereof, and upon such entry, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper, and (b) whether or not Assignee has so entered and taken possession of the Mortgaged Property or any part thereof, perform any of the obligations and exercise any of the rights, powers, privileges and remedies of Assignor, and do any and all acts, matters and other things that Assignor is entitled to do, under or with respect to the Leases, including without limitation making, enforcing, modifying, terminating or accepting surrenders of Leases, obtaining or evicting Tenants, setting or modifying Rents and collecting and receiving Rents. Assignee shall apply any Rents received by it, first to the payment of all expenses which Assignee may be authorized to incur under the provisions of this Assignment or the Mortgage (including, without limitation, the cost of all repairs, replacements, alterations, additions or improvements to the Mortgaged Property and all expenses incident to entering and taking possession of the Mortgaged Property and managing, leasing and operating the same), and then to the payment of the Secured Obligations. The Tenants shall be, and hereby are, irrevocably authorized to rely upon and act in accordance with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any Rents which may then be or thereafter become due under the Leases, or for the performance of any of the Tenants' obligations under the Leases, and shall have no duty to inquire whether any default has actually occurred or is then continuing.

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7. Mortgage Foreclosure. Upon foreclosure of the lien of the Mortgage, or delivery of a deed in lieu of foreclosure, all right, title and interest of Assignor in, to and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Mortgaged Property in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Assignor. Nevertheless, Assignor shall execute, acknowledge and deliver from time to time such further instruments and assurances as Assignee may require in connection therewith and hereby irrevocably appoints Assignee the attorney-in-fact of Assignor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Assignee may deem necessary or desirable, and Assignee may substitute one or more persons with like power, Assignor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

8. Absolute Assignment. This Assignment is an absolute assignment from Assignor to Assignee and not merely the granting of a security interest.

9. Further Assurances. From time to time upon the request of Assignee, Assignor shall promptly and duly execute, acknowledge and deliver any and all such further instruments and documents as Assignee may deem necessary or desirable to confirm this Assignment, to carry out the purpose and intent hereof or to enable Assignee to enforce any of its rights hereunder.

10. Amendments, Waivers, Etc. This Assignment cannot be amended, modified, waived, changed, discharged or terminated except by an instrument in writing signed by the party against whom enforcement of such amendment, modification, waiver, change, discharge or termination is sought.

11. No Implied Waiver; Cumulative Remedies. No course of dealing and no delay or failure of Assignee in exercising any right, power or privilege under this Assignment or any other Loan Documents shall affect any other or future exercise thereof or exercise of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege or any abandonment or discontinuance of steps to enforce such a right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. Without limiting the generality of the foregoing, Assignee may take or release any security for the Secured Obligations, may release any party primarily or secondarily liable for any of the Secured Obligations, may grant extensions, renewals or indulgences with respect to any of the Secured Obligations, and may apply any security held by it to the satisfaction of the Secured Obligations, all without prejudice to any of its rights hereunder, whether any such action is taken prior to, simultaneously with or subsequent to any action taken by Assignee hereunder. The rights

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and remedies of Assignee under this Assignment are cumulative and not exclusive of any rights or remedies which Assignee would otherwise have under the other Loan Documents, at law or in equity.

12. Notices. All notices, requests, demands, directions and other communications (collectively "notices") under the provisions of this Assignment shall be in writing (including telexed communication) unless otherwise expressly permitted hereunder and shall be sent by first-class or first-class express mail, or by telex with confirmation in writing mailed first-class, in all cases with charges prepaid, and any such properly given notice shall be effective when received. All notices shall be sent to the applicable party at its address stated on the first page hereof or in accordance with the last unrevoked written direction from such party to the other party hereto.

13. Termination; Survival. Upon payment and performance in full of the Secured Obligations and termination of the Loan Agreement, this Assignment shall terminate, provided that all obligations of Assignor to indemnify Assignee shall survive such payment and performance.

14. Severability. If any term or provision of this Assignment or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

15. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

16. Successors and Assigns. This Assignment shall bind Assignor and its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

17. Limited Recourse. The liability of the partners of Assignor for the obligations of Assignor hereunder shall be limited as provided in Section 5.16 of the Mortgage.

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Assignment as of the date first above written.

The undersigned is a duly authorized officer of AMERICAN NATIONAL BANK AND TRUST, a national banking association, and is acting as Trustee hereunder. The undersigned is not a partner of Assignor and the undersigned is not personally liable for the performance of the obligations of Assignor hereunder.

AMERICAN NATIONAL BANK AND TRUST,  
a national banking association,  
not personally but solely as  
trustee

Witness:

Nancy J. Schubert  
ASSISTANT SECRETARY

By

[Signature]  
VICE PRESIDENT

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

On this, the 6 day of June, 1988

before me, a Notary Public, the undersigned officer, personally appeared SUZANNE G. DAKER, who acknowledged <sup>herself</sup> ~~himself~~ to be the 2<sup>nd</sup> VICE president of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a corporation, and that she as such 2<sup>nd</sup> VICE president, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by <sup>herself</sup> ~~himself~~ as 2<sup>nd</sup> VICE president

In witness whereof, I hereunto set my hand and official seal.



Notary Public

[Notary Seal]

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My commission expires:

3/19/82

