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06/07/88

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that Walton-Erie Limited Partnership whose address is c/o Walton Realty Co., Inc. 101 East Ontario Street, Chicago, Illinois 60610 ("Assignor"), in consideration of the sum of \$3,700,000.00 and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer and set over unto Exchange National Bank of Chicago, a national banking association, with its principal office at 120 South LaSalle Street, Chicago, Illinois 60603 (hereinafter referred to as the "Mortgagee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor or either of them may have heretofore made or agrees to or may hereafter make or agree to, or which may be made or agreed to by the Mortgagee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (hereinafter a "Lease", or, collectively, the "Leases"), all relating to that certain real estate situated in the County of Cook, State of Illinois, described in Exhibit "A" attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignors or either of them in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees under the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain promissory note of the Assignor bearing even date herewith, payable to the order of the Mortgagee in the face principal sum of \$3,700,000.00 and any notes issued in extension or renewal thereof or in substitution therefor (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage and Security Agreement with Assignment of Rents bearing even date herewith, from the Assignor to the Mortgagee (the "Mortgage") conveying and mortgaging the Premises as security for the Note and any and all other indebtedness intended to be secured thereby, (iii) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Mortgagee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or any security therefor, including this Assignment.

The Assignor does hereby irrevocably authorize and empower the Mortgagee after an uncured default hereunder to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any

This instrument was prepared by and should be returned to:

Permanent Index No.:  
17-10-203-026

MAIL TO:

Michael S. Kurtzon  
Miller, Shakman, Nathan & Hamilton  
208 S. LaSalle Street, Suite 1200  
Chicago, Illinois 60604

Street Address  
233 East Erie Street  
Chicago, Illinois

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BOX 334

**BOX 334**

Lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Mortgagee's reasonable discretion to file any claim or take any other action or proceeding, either in the Mortgagee's name or in the name of the Assignors or either of them or otherwise, which the Mortgagee may deem reasonably necessary or appropriate to collect any and all sums due or to become due under any Lease, or which may be reasonably necessary or appropriate to protect and preserve the right, title and interest of the Mortgagee in and to such sums and the security intended to be afforded hereby.

The Assignor warrants to the Mortgagee that the Assignor has good right to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

Notwithstanding the foregoing provisions making and establishing a present and absolute transfer and assignment of all rents, earnings, income, issues and profits as aforesaid, and so long as no event of default shall exist under either of the Note or the Mortgage and no event shall exist which if uncured within any applicable cure period, has or would become an event of default thereunder, the Assignors shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant under any Lease upon demand and notice from the Mortgagee of the Mortgagee's right to receive the rents hereunder, shall pay such rents to the Mortgagee without any obligation on the part of such tenant to determine the actual existence of any default or event claimed by the Mortgagee as the basis for the Mortgagee's right to receive such rents and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives either right or claim against any tenant for any such rents paid by tenant to the Mortgagee.

Without limiting any legal rights of the Mortgagee as the absolute assignee of the rents, issues and profits of the Premises and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage, whether before or after the Note is declared due in accordance with its terms or under the terms of said Mortgage, the Mortgagee may, at its option take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of said Premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and hold, operate, manage and control the Premises, and at the expense of the Assignor from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sub-lease for any cause or on any ground which would entitle the Assignor to cancel the same and in every such case have the right to manage and operate the said Premises and to carry on the business thereof as the Mortgagee shall deem best.

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After payment of all proper charges and expenses, including the just and reasonable compensation for the services of the Mortgagee, its attorneys, agents, clerks, servants and other employed by the Mortgagee in connection with the operation, management and control of the Premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Mortgagee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of the Mortgagee hereunder, the Mortgagee may, at its option, credit the net amount of income which the Mortgagee may receive by virtue of this Assignment and from the Premises to any and all amounts due or owing to the Mortgagee under the terms and provisions of the Note, the Mortgage and any loan or security agreement pertaining thereto, whether or not the same may then be due or be otherwise adequately secured. Mortgagee shall have the right, but not the duty to apply such net income to the discharge of any other lien or charge upon the Premises or to completion of the improvements being financed out of the proceeds of the Note. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of the Mortgagee. Mortgagee shall be subrogated to any lien or charge discharged out of the rents, income and profits of the Premises.

The Assignor hereby further covenants that the Assignor will, upon request of the Mortgagee, execute and deliver such further instruments and do and perform such other acts and things as the Mortgagee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Mortgagee the rights and rents which are intended to be assigned to the Mortgagee hereunder.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any commercial Lease of the Premises without the prior written consent of the Mortgagee, which will not be unreasonably withheld, not to further assign, encumber or permit to be assigned or encumbered their rights under the Leases or their rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Mortgagee.

The acceptance by the Mortgagee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Mortgagee, be deemed or construed to constitute the Mortgagee a mortgagee in possession nor thereafter impose any obligation whatsoever upon the Mortgagee, it being understood and agreed that the Mortgagee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases of the Premises or under or by reason of this Assignment. Mortgagee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Mortgagee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Mortgagee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Mortgagee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate (as such term is defined in the Note) shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Mortgagee therefor immediately upon demand.

The rights and remedies of the Mortgagee hereunder are cumulative and are not in lieu of, but are in addition to, any

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rights or remedies which the Mortgagee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Mortgagee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Mortgagee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Mortgagee deems it in its interest to do so. The rights and remedies of the Mortgagee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Mortgagee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof. The right of the Mortgagee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Mortgagee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

Notwithstanding anything to the contrary contained herein, neither the Assignor nor any of its partners shall have any personal liability for the obligation to pay any principal, interest or other sums payable under this Agreement, or for the obligation to observe, perform or discharge any of the terms, covenants or conditions contained in the other documents evidencing and securing the indebtedness hereby secured, and (a) no attachment, execution, writ or other process shall be sought and no judicial proceeding shall be initiated by or on behalf of the Mortgagee against Assignor personally as a result of a breach or default under this Agreement except to the extent that such attachment, execution, writ or judicial proceeding shall be necessary to enforce any of the rights, remedies or recourses of the Mortgagee against or with reference to the Premises; and (b) in the event that any suit brought under this Agreement whether before or after the maturity by acceleration, by passage of time or otherwise, any judgment obtained in or as a result of such suit shall be enforceable and/or enforced solely against the Premises; provided, however, that the Mortgagee shall have full recourse against the Assignor and Assignor shall be personally liable for and will promptly account to Mortgagee for all rents, issues, profits and income derived from the Premises which is received by the Assignor and not properly expended by Assignor in connection with the operation of the Premises, that accrue from and after the occurrence of an event of default under this Agreement. Nothing herein contained shall be construed to: (1) be a release or impairment of the indebtedness evidenced by this Agreement or of the lien of this Agreement; (2) prevent Mortgagee from exercising and enforcing, consistent with the provisions of this Section, any other remedy allowed at law or in equity or by any statute or by the terms of this Agreement; (3) prevent the Mortgagee from enforcing the guarantees required under this Agreement or other available remedy against the Assignor, any partner of Assignor, or any partner thereof, or any other person for any separate certificate, indemnity, bond, guaranty, assignment or affidavit executed in connection with the indebtedness hereby secured; (4) prevent the Mortgagee from recovering any funds, damages or costs (including, without limitation, legal expenses) incurred by the Mortgagee as a result of any deliberate, intentional or willful action taken in bad faith or as a result of fraud or intentional misrepresentation by or on behalf of the Assignor; (5) prevent the Mortgagee from recovering any condemnation or insurance proceeds, or other similar funds or payments attributable to the Premises, which under the terms of the Mortgage should have been, but were not, paid by Mortgagee.

This Assignment shall be assignable by the Mortgagee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators,

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legal representatives, successors and assigns of each of the parties hereto.

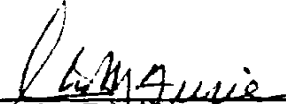
DATED as of the 8<sup>th</sup> day of June, 1988.

Walton-Erie Limited  
Partnership, an Illinois  
limited partnership

By:   
Robert Simon

  
Raymond H. Stender

  
Joseph Maslov

  
Leo M. Furtic

Constituting all its general  
partners

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

I HEREBY CERTIFY that on this 9th day of June, 1988, before me personally appeared Robert Simon, Raymond H. Stender, Leo M. Furie and Joseph Maslov of Walton-Erie Limited Partnership, to me known to be the same persons who signed the foregoing instrument as their free acts and deeds as general partners of Walton-Erie Limited Partnership for the uses and purposes therein mentioned.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

Aloria Zolinski
Notary Public

My Commission Expires: 5/4/91

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## EXHIBIT A

### PARCEL 1:

All of the Land, Property and Space lying below and extending downward from a horizontal plane having an elevation of 119.30 feet above Chicago City Datum (and which is also the lower surface of the floor slab of the ninth floor, in the 26-story building situated on the parcel of land hereinafter described) and lying within the boundaries projected vertically upward and downward of a parcel of land comprised of Lots 20, 21, 22, 23, 24 and 25 (except that part of Lot 25 lying West of the center of the party wall of the building now standing on the dividing line between Lots 25 and 26), excepting from said Property and Space that part thereof lying above a horizontal plane having an elevation of 118.13 feet above Chicago City Datum (and which plane coincides with the lowest surface of the roof slab of the 8-story building situated on said parcel of land) and lying within the boundaries projected vertically upward of the South 17.96 feet of said parcel of land, all in the Subdivision of the West 394 feet of Block 32, except the East 4 feet of the North 80 feet thereof in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

### PARCEL 2:

Easement for the benefit of Lot 25 of the right to maintain party wall as established by Agreement between Edwin B. Sheldon and Heaton Owsley recorded August 11, 1892 as Document Number 1715549 on that part of Lots 25 and 26 in Kinzie's Addition aforesaid occupied by the West 1/2 of the party wall, all in Cook County, Illinois as same pertains to Parcel 1.

### PARCEL 3:

All those certain easements, privileges, rights of use and all other benefits described in that certain Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 26017894, as granted for the benefit of Parcel 1.

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DEPT-91 RECORDING \$18.00

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COOK COUNTY RECORDER

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