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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

The Borrower further agrees to assign and transfer to Lender all existing and future Leases upon all or any part of the Premises, and to execute and deliver, immediately upon the request of Lender, all such further assurances and assignments as Lender shall from time to time require.

Nothing herein contained shall be construed as constituting the Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereof. In its exercise of the powers herein granted, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

The Borrower represents and agrees: that no Rents have been or will be paid by any person in possession of any portions of the Premises for more than one installment in advance; that the payment of Rents has not been or will not be waived, released, reduced or discounted or otherwise discharged or compromised by the Borrower; that Borrower waives any right of set-off against any person in possession of any portion of the Premises; and that Borrower will not further assign any of the Rents without the prior written consent of Lender.

In order to further secure the hereinafter defined "Liabilities" to Lender, Borrower does hereby sell, assign and transfer unto Lender all the rents, avails, issues and profits now due and which may hereafter become due (hereinafter collectively, "Rents") under or by virtue of any written or verbal lease (including the lease(s), if any, described in the "Schedule of Leases" which, if attached hereto, is hereby made a part hereof), or any letting of, or of any agreement for the use or occupancy of the premises described on Exhibit A attached hereto (the "Premises") or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Lender under the powers herein granted. All such leases and agreements are hereinafter collectively referred to as the "Leases". It is the intention of the parties to this assignment to establish an absolute transfer and assignment to Lender of all the Leases and the Rents and the Borrower does hereby appoint Lender as the undersigned's true and lawful attorney in the Borrower's name and stead (with or without taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party, or parties, at such rental and upon such terms, as Lender, in its discretion, may determine, and for Lender to collect all of the Rents arising from or accruing at any time hereafter, and all now or that may hereafter become, due under the Leases and with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereof.

This Assignment of Rents and Leases ("Assignment"), dated August 31, 1989, is from ISC-NEWCO, INC. (the "Borrower"), an Illinois corporation, to LASALLE BANK LAKE VIEW (the "Lender"), an Illinois banking corporation, 3201 North Ashland Avenue, Chicago, Illinois 60657.

ASSIGNMENT OF RENTS AND LEASES  
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In any case in which, under the provisions of that certain mortgage (the "Mortgage") in favor of Lender (hereby incorporated herein by reference), with respect to the Premises and recorded at or about the date hereof, Lender has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, it any, whether before or after institution of legal proceedings to foreclose the Lien thereof, or before or after sale thereunder, immediately upon demand of Lender, the Borrower agrees to surrender the Premises to Lender, and Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by Lender's agents or attorneys, and in its discretion Lender may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the Borrower or the owner of the Premises relating thereto, and may exclude the Borrower, and its agents or servants wholly therefrom and may as attorney-in-fact or agent of the Borrower or in Lender's own name and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, there of either personally or by Lender's agents or attorneys, with full power to use such measures, legal or equitable, as in Lender's discretion or in the discretion of Lender's successors or assigns may be deemed proper or necessary to enforce the payment of security or the Rents of the Premises, including actions for the recovery of the Rents. The Borrower grants Lender full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Borrower, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Borrower to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the Lien thereof. The Borrower hereby grants Lender the full power and authority to make necessary or proper repairs, decorations, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to Lender, in its discretion. The Borrower hereby grants Lender the full power and authority to insure and reinsure the Premises for all risks incidental to Lender's possession, operation and management thereof and to receive all such Rents.

Although it is the intention of the parties that this assignment shall be a present assignment, it is expressly understood and agreed, that Lender shall not exercise any of its rights and powers hereunder until and unless a default shall occur (and shall remain uncured following notice or the cure period, if any, provided for therein) in the payment of the Liabilities or in the performance of the terms of any instrument now or hereafter securing, evidencing or delivered in connection with the Liabilities, and nothing herein contained shall be deemed to affect or impair any rights which Lender may have under any such document; said documents are hereby incorporated herein by reference.

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"Liabilities" means all obligations of the Borrower to Lender for payment of any and all amounts due under the Mortgage, the note ("Note") secured by the aforesaid Mortgage and of any indebtedness, or contractually duty of every kind and nature of the Borrower or any guarantor of the Note to Lender, howsoever created, arising or evidenced, whether direct

The Borrower does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to Lender upon receipt of demand from Lender to so pay the same.

(d) To the payment of any Liabilities (first to interest and then to principal.)

(c) To the payment of all repairs, decorating, renewals, replacements, alterations or betterments and improvements of the Premises, including the cost from time to time of installing, replacing refrigeration, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of Lender, make it readily rentable;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to Lender and, if management be delegated, to its agent or agents, and it shall include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), to establish reserves for claims for damages, if any, and premiums on insurance hereinafter authorized;

In the exercise of the rights and powers conferred upon it by this Assignment, Lender shall have full power to use and apply the Rents to the payment of or on account of the following, in such order as Lender may determine:

Lender shall not be obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability under any Leases relating to the Premises, and the Borrower shall and does hereby agree to indemnify and hold Lender harmless from any and all liability, loss or damage which Lender may or might incur under any such Leases under or by reason of the assignment thereof, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or agreements contained in said Leases or in the defense of any claims or demands arising prior to Lender taking possession of the Premises. The Borrower hereby agrees to immediately reimburse Lender upon demand for any amount due Lender by reason of this paragraph, including costs, expenses and legal fees incurred by Lender.

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This Assignment has been made, executed and delivered to Lender in Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment are prohibited by or

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all of the liabilities and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the premises, or by the borrower, or until such time as this instrument may be voluntarily released by Lender. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure judgment, unless the liabilities are fully satisfied before the expiration of any applicable period of redemption.

Whenever the word "Borrower" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the borrower, and any party or parties holding title to the premises by, through or under the borrower. All of the rights, powers, privileges and immunities herein granted and assigned to Lender shall also inure to Lender's successors and assigns, including all holders, from time to time, of the Note.

It is understood and agreed that the provisions set forth in this Assignment shall be deemed as a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein.

or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and however owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise. Liabilities also includes all costs of collection, legal expenses and attorneys' fees incurred or paid by Lender in attempting the collection or enforcement of the Note, any guaranty of the Note, or any other indebtedness of the borrower or any guarantor of the Note to Lender or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the Note. Liabilities includes all of the indebtedness or contractual duties of partnerships to Lender created or arising while the borrower or any guarantor of the Note may have been or may be a member of those partnerships.

thrsjhm



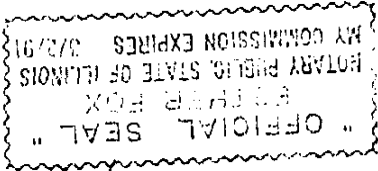


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Property of Cook County Clerk's Office



NOTARY PUBLIC

*[Handwritten Signature]*

Commission Expires: 1/6/91

The foregoing instrument was acknowledged before me by George N. Thresh, the President, of, and by Richard N. Kiklis, Jr., the Secretary, of, ISC NEWCO, INC., an Illinois corporation, on behalf of the corporation, on this 3rd day of August, 1989.

STATE OF ILLINOIS  
COUNTY OF COOK

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Commonly known as: 1240 North Homan Avenue, Chicago, IL

PTN: 16-02-224-006 (Parcel 1)  
16-02-224-005 (Parcel 2)

THE WEST 1/2 FEET OF THE EAST 456 FEET OF THE NORTH 287.9 FEET OF THAT PART OF LOT 1 OF SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF POTOMAC AVENUE WEST OF THE WEST LINE OF HOMAN AVENUE AND EASTEASTLY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 313 FEET OF THAT PART OF LOT 1 OF SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF POTOMAC AVENUE WEST OF THE WEST LINE OF HOMAN AVENUE AND EASTEASTLY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD COMPANY RIGHT OF WAY AND NORTH OF A LINE 300 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF DIVISION STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 1:

EXHIBIT A