

(a) Payment by Assignor when due of (i) the indebtedness evidenced by that certain promissory note of even date herewith (the "Construction Note") made by the Assignor, in the principal sum of Two Million Four Hundred Twenty Thousand Dollars (\$2,420,000), and delivered to Assignee simultaneously with the execution and delivery of this Assignment, and any and all renewals, extensions or refinancings thereof including that certain Term Note to be issued to Assignee upon refinancing of the Construction Note, in the amount of the outstanding principal balance under the Construction Note, but in no event in excess of \$2,420,000 (the "Term Note") (the Construction Note and Term Note referred to herein as the "Notes"); (ii) any other obligations, liabilities or indebtedness which may be due and owing from the Assignor to Assignee, whether such obligations, liabilities or indebtedness are now existing or hereafter created, direct or indirect, absolute or contingent, joint or several due or to become due, howsoever created, evidenced or arising and howsoever acquired by Assignee, and any and all renewals, extensions or refinancings thereof; and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and attorneys fees.

THIS ASSIGNMENT OF RENTS AND LEASES IS GIVEN TO SECURE:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the Premises described in Exhibit A attached hereto and made a part hereof (the "Premises"); (ii) in and to all leases and subleases (the "Leases") now or hereafter existing on all or any part of the Premises; (iii) in and to all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to compensation with respect to rejected leases pursuant to Section 365(a) of the Federal Bankruptcy Code, or any replacement Section thereof; and (iv) all of Assignor's interest in any tenant improvements and fixtures located on the Premises.

W I T N E S S E T H:

THIS ASSIGNMENT OF RENTS AND LEASES is made and delivered as of this 3d day of November, 1989 by Green Acres Country Club ("Assignor") to American National Bank and Trust Company of Chicago ("Assignee").

Green Acres Country Club

ASSIGNMENT OF RENTS AND LEASES

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72-08-74401

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2. ~~Covenants of Assignor.~~ Assignor covenants and agrees that so long as this Assignment shall be in effect:

(e) No tenant is in default under any lease.

(d) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignor from operating under any of the terms and provisions hereof or which would limit Assignor in such operation; and

(c) Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the leases, or any or all of the rents, issues, income or profits assigned hereunder; or entered into any agreement to subordinate any of the leases, or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(b) Assignor is or will be the lessor under all leases, in each case either directly or as successor in interest to the named lessor thereunder;

(a) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

1. ~~Representations and Warranties of Assignor.~~ Assignor represents and warrants to Assignee that:

AND ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS AND WARRANTS AS FOLLOWS:

(b) Observance and performance by Assignor of the covenants, terms, conditions and agreements contained in the Notes, this Assignment, the mortgage (the "Mortgage") of even date herewith made by Assignor to Assignee and creating a first mortgage lien on the premises, the construction and Term Loan Agreement ("Loan Agreement") with respect to the premises between Assignor and Assignee, the Security Agreement ("Security Agreement") made by Assignor to Assignee with respect to the premises and any other document or instrument evidencing or securing the Notes or delivered to Assignee to disburse the proceeds thereof. The Mortgage, Security Agreement, Loan Agreement, this Assignment and all such other documents and instruments evidencing or securing the Notes and delivered to Induce Assignee to disburse the proceeds thereof are hereinafter collectively referred to as the "Loan Documents".

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(g) Assignor shall not alter, modify or change the terms of any guaranty of any lease, or cancel or terminate

(f) Assignor shall not accept a surrender of any lease other than any lease in which the tenant thereunder is in default, or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any lease or of any interest in any lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder other than any lease in which the tenant thereunder is in default;

(e) Assignor shall not alter, modify or change the terms and provisions of any lease or give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any lease) or approval, required or permitted by such terms and provisions or cancel or terminate any lease (other than any lease in which the tenant thereunder is in default) without the prior written consent of Assignee;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof, or without the express written consent of Assignee, (i) release the liability of any tenant thereunder, or (ii) permit any tenant thereunder to withhold the payment of rent or to make monetary advances and offset the same against future rentals, or (iii) permit any tenant thereunder to claim a total or partial eviction, (iv) permit any tenant thereunder to terminate or cancel any lease, or (v) enter into any oral leases with respect to all or any portion of the premises;

(a) Assignor shall not enter into any lease for all or any portion of the premises without the prior written consent of Assignee;

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(o) Assignor shall furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all tenants and subtenants of the premises, or any part thereof;

(n) Assignor shall not execute hereafter any lease unless there shall be included therein a provision providing that tenant acknowledges that such lease has been assigned pursuant to this Agreement and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the premises for accountability for any security deposit required by lessor under such lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such lease, without the prior written consent of Assignee;

(m) Assignor shall not permit any of the leases to become subordinate to any lien or claim other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(l) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each lease to be observed and performed by the tenant(s) thereunder;

(k) Assignor shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any lease received from any tenant or guarantor thereunder;

(j) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and attorneys' fees, in any such action or proceeding in which Assignee may appear;

(i) Assignor shall enforce the leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant;

(h) Assignor shall not waive or excuse the obligation to pay rent under any lease;

any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;

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(c) The disapproval by Lender at any time of any work for failure to comply with the Loan Agreement or the Plans and Specifications, and failure to cause the same to be corrected

(b) Any sale, transfer, lease, assignment, conveyance, financing, lien or encumbrance made in violation of the terms and provisions of the Loan Agreement.

(a) Failure by Assignor to pay within ten (10) days of the date when due any installment of principal or interest or any other amount payable pursuant to the Construction Note, the Term Note, the Mortgage, the Loan Agreement or any of the other Loan Documents.

4. Events of Default. The occurrence of any one or more of the following shall constitute an "Event of Default" for purposes of this Assignment:

3. Rights Prior to Default. So long as Assignor is not in default hereunder, Assignor shall not demand from tenants under the Leases or any other person liable thereunder, any of the rents, issues, income and profits assigned hereunder, and Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance of the date, provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Assignor shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

(g) In the event that any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, 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 such Leases are so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignor, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns 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 any such check, the proceeds of which will be applied in accordance with the provisions of paragraph 6 below.

(p) Assignor shall exercise within five (5) days of any written demand therefor by Assignee any right to request from the tenant under any Lease a certificate or estoppel affidavit with respect to the status of said Lease; and

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readjustment, dissolution, liquidation or similar proceedings
 borrower of any reorganization, arrangement, composition,
 bankruptcy against Assignor or the institution against

(h) The commencement of any involuntary petition in

Loan Agreement or within 2 months thereafter.
 project will not be completed by the time specified in the
 be, in lender's sole judgment, that the construction of the
 of the project, regardless of cause, the result of which may
 borrower, or in any event, any material delay in construction
 conditions or other occurrences beyond the control of
 strikes, work stoppage, acts of god, adverse weather
 approved by lender other than a discontinuance resulting from
 for a period of twenty (20) consecutive days unless otherwise
 (g) A discontinuance of the construction of the work

properly.
 or similar officer for all or any substantial part of its
 seeks or consents to the appointment of any receiver, trustee
 makes an assignment for the benefit of its creditors, or
 writing or its inability to pay its debts as they mature, or
 future Federal, state or other statute or law, or admits in
 liquidation or similar proceedings under any present or
 arrangement, composition, dissolution, reorganization,
 otherwise) any bankruptcy, insolvency, reorganization,
 institutes (by petition, application, answer, consent or
 bankruptcy, or is adjudicated a bankrupt or insolvent, or
 (f) At any time, Assignor files a voluntary petition in

Assignor.
 statement or certification as to facts delivered to lender by
 Loan Agreement or any other loan documents, or of any
 in any representation, covenant or warranty contained in the
 (e) The existence of any material inaccuracy or untruth

or jeopardized.
 Document or the value of the project is impaired, threatened
 the lien created by the Mortgage or any of the other loan
 the project, or the priority, validity or enforceability of
 (30) day period unless the continued operation or safety of
 of default shall not be deemed to exist during said thirty
 any such failure of performance to cure the same and an event
 period not to exceed thirty (30) days after written notice of
 Document; provided, however, that Assignor shall have a
 Agreement, the Notes, the Mortgage or any other loan
 be performed or observed by any borrower under the loan
 condition, covenant, term, agreement or provision required to
 be performed any other obligation or observe any other
 (d) Failure by Assignor to promptly perform or cause to

to the satisfaction of lender within twenty (20) days after
 the date of such disapproval.

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(a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;

5. Rights and Remedies Upon Default. At any time upon or following the occurrence of any one or more Events of Default hereunder, Assignee may, at its option, exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event or Events of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor from any obligation hereunder, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien granted by the Loan Documents:

(1) The making of any levy, judicial seizure or attachment on the Leases or any portion thereof, which shall remain undisturbed or undischarged for a period of thirty (30) days.

(k) The assignment or attempted assignment of the Loan Agreement by Borrower without Lender's prior written consent, or any sale, transfer, lease assignment, conveyance pledge, lien or encumbrance made in violation of the Loan Documents.

(j) The attachment, seizure, levy upon or taking of possession by any receiver, custodian or assignee for the benefit of creditors of all or a substantial part of the property of Assignor.

(i) Failure of Assignor, for a period of thirty (30) days after Lender's demand to procure the reversal, dismissal or disposition to Lender's satisfaction of any order enjoining or otherwise preventing or declaring invalid or unlawful the construction, occupancy, maintenance, operation, of the Premises, or any portion thereof, as called for by the terms of the Loan Agreement, or of any proceedings which could or might affect the validity or priority of the lien of the Mortgage or any of the other security for the Loans or which could materially affect Assignor's ability to perform its obligations under the Loan Agreement and the other Loan Documents.

under any present or future Federal, state or other statute or law, or the appointment of a receiver, trustee or other officer for all or any substantial part of the property of Borrower which shall remain undisturbed or undischarged for a period of sixty (60) days.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF THE COURT

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(a) First, to reimbursement of Assignee, for and of all expenses (including court costs and attorneys fees) of:

6. Application of Proceeds. All sums collected and received by assignee out of the rents, issues, income and profits of the premises following the occurrence of any one or more events of default under the provisions of paragraph 4 of this Assignment shall be applied as follows:

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at an annual rate (the "Default Rate") equal to four percent (4%) plus the Loan Rate (as defined in the Notes) then in effect under the Notes and shall be secured by this Assignment.

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided that, for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1998.

CLERK OF COOK COUNTY

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CLERK OF COOK COUNTY

7. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from failure to let the premises following the occurrence of any one or more events of default under the provisions hereof or from any other act or omission of Assignee in managing, operating or maintaining the premises following the occurrence of any one or more events of default under the provisions hereof. Assignee shall not be obligated to observe, perform or discharge any duties hereby undertaken to observe, perform or discharge any covenant, term, condition or agreement contained in any lease to be observed or performed by the lessor thereunder.

(g) Seventh, any balance remaining to Assignor, its successors and assigns.

(f) Sixth, to payment of the unpaid balance of the principal sum of the Notes; and

(e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Notes;

(d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the loan documents, with interest thereon as provided therein;

(c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to paragraph 7 below, together with interest thereon as provided herein;

(b) Second, to reimbursement of Assignee for and of all sums expended by Assignee pursuant to paragraph 5(d) above to make any payment or do any act required herein of Assignor, together with interest thereon as provided herein;

Default Rate; Assignee may deem necessary and proper, with interest thereon at the rate of ten percent per annum, to make repairs or replacements of or to the premises which Assignee may deem necessary and proper, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance provided in the Mortgage; the cost of all alterations, renovations, repairs or replacements of or to the premises which Assignee may deem necessary and proper, including without limitation, wages of a managing agent and such other employees as thereof, including without limitation, salaries, fees and expenses and collecting the rents, issues, income and profits taking and retaining possession of the premises; managing the

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8. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Notes, the guaranty thereof or any of the Loan documents; this Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments; and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor,

or any obligation, duty or liability of Assignor under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which Assignee may or might incur under any lease or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any lease. Should Assignee incur any such liability, loss or damage under any lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and attorney's fees, shall become immediately due and payable by Assignor with interest hereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed upon the premises by any tenant, occupant or other party, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of the premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing herein or in the Mortgage contained, and no exercise by Assignee of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the premises, in the absence of the taking of actual possession of the premises by Assignee pursuant to the provisions hereof. Assignee has not received nor been transferred any security deposited by any tenant with the lessor under the terms of any lease and Assignee assumes no responsibility or liability for any security so deposited.

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and the Court of Appeals for the Fifth Circuit in *United States v. Galt*, 407 F.2d 1009 (5th Cir. 1969), cert. denied, 396 U.S. 960 (1969). The Court of Appeals for the Fifth Circuit in *Galt* held that the Government's failure to disclose the existence of the *Walters* report to the defense constituted a material omission, and that the Government's failure to disclose the existence of the *Walters* report to the defense constituted a material omission.

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and to the persons described in the Mortgage.
deemed sufficiently served when delivered or mailed in the manner
required or permitted to given or served hereunder shall be
16. Notices. All notices and demands which are

Illinois.
by and construed in accordance with the laws of the State of
15. Governing Law. This Assignment shall be governed

hereby and by the Loan Documents.
fully paid and performed all of the other obligations secured
of the Notes, together with all interest thereon, and shall have
void at such time as Assignor shall have paid the principal sum
14. Duration. This Assignment shall become null and

modification or supplement.
agreement of Assignor and Assignee at the time of such amendment,
be amended, modified or supplemented without the written
13. Written Modifications. This Assignment shall not

without limitation, the holder from time to time of the Notes.
benefit of Assignee and its successors and assigns, including
and remedies of Assignee under this Assignment shall inure to the
and its successors and permitted assigns, and the rights, powers
12. Benefit. This Assignment is binding upon Assignor,

not been contained herein.
all respects as if such invalid or unenforceable provision had
the other provisions, and this Assignment shall be construed in
of any particular provision of this Assignment shall not affect
11. Severability. The invalidity or unenforceability

security so deposited.
and that Assignee assumes no responsibility or liability for any
deposited by any tenant with lessor under the terms of the Leases
that Assignee has not received nor been transferred any security
10. Security Deposits. Assignor hereby acknowledges

assignment made to Assignee by this Assignment.
permit Assignee to perfect, protect, preserve and maintain the
further acts, as Assignee may reasonably request, in order to
Assignee may designate) and shall do or cause to be done such
limited to, general or specific assignments of such Leases as
to be executed such additional instruments (including, but not
9. Further Assurances. Assignor shall execute or cause

rights and powers hereunder.
of the obligations secured hereby without prejudice to any of its
and may apply any other security held by it for the satisfaction

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The undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears from the records of the Court.

Subscribed and sworn to before me this 1st day of January, 1901.

Notary Public for Cook County, Illinois.

My commission expires on the 1st day of January, 1902.

Attest my hand and the seal of my office this 1st day of January, 1901.

Notary Public for Cook County, Illinois.

My commission expires on the 1st day of January, 1902.

Attest my hand and the seal of my office this 1st day of January, 1901.

Notary Public for Cook County, Illinois.

My commission expires on the 1st day of January, 1902.

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IN WITNESS WHEREOF, each Assignor has executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

Green Acres Country Club

By: [Signature]

Title: President

Attest: [Signature]

Title: Secretary

This instrument was prepared by, and after recording return to:

Elias N. Matsakis
McBride, Baker & Coles
Northwestern Atrium Center
500 West Madison Street
40th Floor
Chicago, Illinois 60606
(312) 715-5700

Real Estate Address:

916 Dundee Road
Northbrook, IL

Permanent Tax Index Nos:

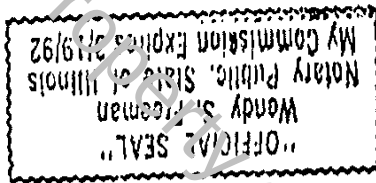
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04-02-301-021-0000
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BOX 333 - TH

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1989 NOV -3 PM 2:59
COOK COUNTY, ILLINOIS
PUBLIC RECORDS



My commission expires:

(SEAL)

NOTARY PUBLIC

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I, W.S. Freeman, a Notary Public in and
for said, County, in the State aforesaid, do hereby certify
that Robert M. Schaller the IT assigner
of Robert M. Schaller and Robert M. Schaller
"Assignor", and Robert M. Schaller
me to be the same persons whose names are subscribed to the
foregoing instrument as such IT assigner
and Robert M. Schaller, respectively, 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 Assignor, as trustee,
for the uses and purposes therein set forth, and the said
that Robert M. Schaller as custodian of the seal of said
Assignor, did affix the seal of said Assignor to said instrument
as Robert M. Schaller own free and voluntary act and as the free and
voluntary act of said Assignor for the uses and purposes therein
set forth.
GIVEN under my hand and notarial seal, this 3rd day of November, 1989.

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Legal Description of Premises

EXHIBIT A

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH 89 DEGREES 59 MINUTES EAST ALONG THE SOUTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 2, 349.90 FEET; THENCE NORTH 0 DEGREES 1 MINUTE EAST 60.0 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A LINE TANGENT TO LAST DESCRIBED LINE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 100.0 FEET, A DISTANCE OF 104.6 FEET; THENCE NORTH 59 DEGREES 53 MINUTES EAST 295.20 FEET; THENCE NORTH 74 DEGREES 57 MINUTES EAST 212.45 FEET TO A POINT 350 FEET NORTH OF SAID SOUTH LINE OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH 89 DEGREES 59 MINUTES EAST 490 FEET; THENCE SOUTH 00 DEGREES 1 MINUTE WEST 70.0 FEET; THENCE SOUTHEASTERLY ALONG A CURVED LINE CONVEX NORTHEASTERLY HAVING A RADIUS OF 50.0 FEET A DISTANCE OF 78.54 FEET TO A POINT 230 FEET NORTH OF SAID SOUTH LINE OF THE SOUTH WEST 1/4 OF SECTION 2 AND 1400 FEET EAST OF THE WEST LINE OF SAID SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH 0 DEGREES 1 MINUTE WEST 50 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES EAST 100 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 50 FEET CONVEX NORTHEASTERLY 78.54 FEET; THENCE SOUTH 0 DEGREES 1 MINUTE WEST 130.0 FEET TO SAID SOUTH LINE OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH 89 DEGREES 59 MINUTES EAST ALONG SAID SOUTH LINE OF THE SOUTH WEST 1/4 OF SECTION 2, 337.0 FEET; THENCE NORTH 0 DEGREES 1 MINUTE EAST 370 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES EAST 88 FEET; THENCE NORTH 0 DEGREES 1 MINUTE EAST 150 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES EAST 107.80 FEET MORE OR LESS TO POINT 165 FEET WEST OF THE EAST LINE OF SAID SOUTH WEST 1/4 OF SECTION 2; THENCE NORTH 0 DEGREES 29 MINUTES WEST 793.34 FEET MORE OR LESS TO THE NORTH LINE OF THE SOUTH 1/2 OF SAID SOUTH WEST 1/4 OF SECTION 2; THENCE NORTH 89 DEGREES 56 MINUTES WEST ALONG SAID NORTH LINE OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, 164.87 FEET; THENCE NORTH 0 DEGREES 14 MINUTES WEST 1319.67 FEET MORE OR LESS TO A POINT IN THE NORTH LINE OF SAID SOUTH WEST 1/4 OF SECTION 2, 324.37 FEET WEST OF THE NORTH EAST CORNER OF SAID SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH 89 DEGREES 56 MINUTES WEST ALONG SAID NORTH LINE OF THE SOUTH WEST 1/4 OF SECTION 2, 465.23 FEET; THENCE SOUTH 0 DEGREES 4 MINUTES EAST 100.0 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE OF 100 FEET RADIUS CONVEX SOUTHEASTERLY 157.05 FEET TO POINT OF TANGENCY; THENCE SOUTH 89 DEGREES 56 MINUTES WEST 365.56 FEET; THENCE NORTH 76 DEGREES 58 MINUTES WEST 293.59 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE HAVING A RADIUS OF 50 FEET CONVEX SOUTHEASTERLY 66.9 FEET TO A POINT OF TANGENCY 85 FEET SOUTH OF SAID NORTH LINE OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE NORTH 0 DEGREES 4 MINUTES WEST 95 FEET TO SAID NORTH LINE OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH 89 DEGREES 56 MINUTES WEST ALONG SAID NORTH LINE OF THE SOUTH WEST 1/4 OF SECTION 2, 710 FEET MORE OR LESS TO A POINT 340 FEET EAST OF THE NORTH WEST CORNER OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH 440 FEET PARALLEL WITH THE WEST LINE OF SAID SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH 52 DEGREES 43 MINUTES EAST 100 FEET; THENCE SOUTH 24 DEGREES 3 MINUTES EAST 553.7 FEET MORE OR LESS TO A POINT 650 FEET EAST OF SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 2 AND 302.4 FEET NORTH OF THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE EAST 84 FEET; THENCE SOUTH 290.4 FEET MORE OR LESS, TO A POINT 12 FEET NORTH OF SAID SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE WEST PARALLEL WITH SAID SOUTH LINE OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, 734 FEET TO SAID WEST

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LINE OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH ALONG THE SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 2, 228.34 FEET; THENCE EAST 60 FEET TO POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE OF 50 FEET RADIUS CONVEX NORTHEASTERLY 69.8 FEET; THENCE SOUTH 9 DEGREES 59 MINUTES EAST 379.48 FEET TO A POINT 175 FEET EAST OF SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 2, 184.97 FEET; THENCE SOUTH 16 DEGREES 22 MINUTES WEST 155.84 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE OF 50 FEET RADIUS CONVEX SOUTHEASTERLY 64.27 FEET TO A POINT OF TANGENCY 80 FEET EAST OF SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE WEST 80 FEET TO SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 2; THENCE SOUTH ALONG SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 2, 304.90 FEET MORE OR LESS TO POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM ABOVE DESCRIBED DESCRIPTION THAT PART FALLING IN THE SOUTH 1/2 OF THE EAST 300 FEET OF THE WEST 734 FEET OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO EXCEPTING FROM THE ABOVE DESCRIPTION THAT PART FALLING IN THE NORTH 1/2 OF THE EAST 300 FEET OF THE WEST 734 FEET OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; THE NORTH 1/2 OF THE EAST 300 FEET OF THE WEST 734 FEET OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPTING FROM THE ABOVE DESCRIBED PARCEL 1 AND PARCEL 2, THAT PORTION OF THE PREMISES FALLING IN THAT PART OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 2; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 2, A DISTANCE OF 79.58 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 695.89 FEET; THENCE SOUTH A DISTANCE OF 16.00 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 90 DEGREES 07 MINUTES 02 SECONDS WITH THE PRECEDING LINE ON EXTENDED; THENCE SOUTHEASTERLY A DISTANCE OF 711.30 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY A DISTANCE OF 42.72 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 AND THE EAST 20 RODS OF THE NORTH 40 RODS OF THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LIVING WESTERLY RIGHT OF WAY OF DES PLAINES VALLEY RAILROAD, IN COOK COUNTY, ILLINOIS, (EXCEPTING FROM THE ABOVE DESCRIBED PARCEL 1 AND PARCEL 2, THAT PORTION OF THE PREMISES FALLING IN THAT PART OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST CORNER OF THE SOUTH WEST 1/4 OF SAID SECTION 2; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 2, A DISTANCE OF 79.58 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG THE LAST DESCRIBED LINE, A DISTANCE OF 695.89 FEET; THENCE SOUTH A DISTANCE OF 16.00 FEET ALONG A LINE FORMING AN ANGLE TO THE LEFT OF 90 DEGREES 07 MINUTES 02 SECONDS WITH THE PRECEDING LINE ON EXTENDED; THENCE SOUTHEASTERLY A DISTANCE OF 711.30 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY; THENCE NORTHWESTERLY A DISTANCE OF 42.72 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH WEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT A POINT IN THE SOUTH LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 2, 500.08 FEET NORTH 89 DEGREES 59 MINUTES WEST FROM THE SOUTH EAST CORNER OF SAID SOUTH WEST 1/4, AND RUNNING THENCE NORTH 00 DEGREES 29 MINUTES WEST, PARALLEL TO THE EAST LINE OF SAID SOUTH WEST 1/4, A DISTANCE OF 520.0 FEET; THENCE NORTH 89 DEGREES 59 MINUTES WEST 150.0 FEET; THENCE NORTH 89 DEGREES 59 MINUTES WEST 88.0 FEET; THENCE SOUTH 00 DEGREES 1 MINUTE WEST AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH WEST 1/4 370.0 FEET TO THE SOUTH LINE OF SAID SOUTH WEST 1/4; THENCE SOUTH 89 DEGREES 59 MINUTES EAST ALONG SAID SOUTH LINE 264.92 FEET TO THE POINT OF BEGINNING (EXCEPT THEREFROM THE SOUTH 320 FEET OF THE EAST 147.50 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

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None

Description of Existing Leases

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