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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT, made this 16th day of November, 1989, by and between LASALLE NATIONAL BANK, a National Banking Association, as Trustee under Trust Agreement dated March 18, 1988 and known as Trust No. 113089 having its offices at 135 South LaSalle Street, Chicago, Illinois 60603 (hereinafter called the "Assignor") in favor of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at 730 Third Avenue, New York, New York 10017 (hereinafter called "Assignee").

W I T N E S S E T H :

FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto the Assignee, the lease(s) more particularly identified in the Schedule of Leases attached hereto as Schedule "A" which said lease(s) cover(s) portions of the premises together with buildings and improvements thereon (hereinafter called "said premises"), situate in the City of Calumet City, County of Cook, State of Illinois, as described in Exhibit A and more particularly described in the Mortgage hereinafter identified.

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TOGETHER with any and all extensions and renewals thereof and any and all further leases (including subleases thereof, tenancies following attornment and oil and gas leases) upon all or any part of the said premises (all such leases, subleases and tenancies heretofore mentioned are hereinafter collectively included in the designation "said lease(s)").

TOGETHER with any and all guarantees of lessee's performance under any of said lease(s) and

TOGETHER with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the said lease(s) or from or out of the said premises or any part thereof, including but not by way of limitation: minimum rents, additional rents, percentage rents, parking maintenance, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any said lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the said premises together with any and all rights and claims of any kind which Assignor may have against any lessee under such lease(s) or any sub-tenants or occupants of the said premises (all such moneys, rights and claims in this paragraph described being hereinafter called "rents"), EXCEPTING THEREFROM, any sums which by the express provisions of any said lease are payable directly to any governmental authority or to any other person, firm or corporation other than the lessor under the said lease;

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the said rents.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

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FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by that certain Note dated even date herewith in the principal sum of TWO MILLION ONE HUNDRED THOUSAND AND 00/100THS (\$2,100,000.00) (sometimes referred to as the "Indebtedness") made by Assignor payable to the order of Assignee and presently held by Assignee, including any extensions and renewals thereof and any supplemental note or notes increasing such indebtedness as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in the Mortgage to be recorded with the Cook County, Illinois Record of Deeds and filed with the Cook County, Illinois Registrar of Titles immediately prior in time to the recording and filing hereof, and in any extensions, supplements and consolidations thereof, covering the said premises and securing the said Note and supplemental notes, if any (hereinafter collectively called "the said Note and Mortgage").

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

1. That Assignor represents and warrants: That Assignor is the owner in fee simple absolute of the said premises and has good title to the identified lease(s) and rents hereby assigned and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein; that Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the identified lease(s) on Assignor's part to be kept, observed and performed; that the identified lease(s) is (are) valid and unmodified except as indicated herein and in full force and effect; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged the said rents, from said premises, whether now due or hereafter to become due; that any of said rents due and issuing from said premises or from any part thereof for any period subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off, or otherwise discharged or compromised; that Assignor has not received any funds or deposits from any lessee for which credit has not already been made on account of accrued rents; that Assignor has not received, prior to the date of recording of the said Mortgage, any bona fide and acceptable offer to purchase the said premises or any part thereof which would in any way affect any right or option of first refusal to purchase same now contained in the identified lease(s); and that the lessee(s) under the identified lease(s) is (are) not in default of any of the terms thereof.

2. That Assignor covenants and agrees as follows: To observe, perform and discharge, duly punctually, all and singular the obligations, terms, covenants, conditions and warranties of the said Note and Mortgage, of the identified lease(s) and of all future leases affecting the said premises, on the part of the Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on part of Assignor to observe, perform and discharge same; to notify and direct in writing each and every present or future lessee or occupant of the said premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee as the case may be; to enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in said lease(s) by any lessee to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with any lessee thereunder, and, upon request by Assignee, will do so in the name and on behalf of the Assignee but at the expense of the Assignor, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum in any action or proceeding in which the Assignee may appear.

3. That Assignor further covenants and agrees as follows: Not to receive or collect any rents from any present or

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future lessee of said premises or any part thereof for a period of more than one month in advance, (whether in cash or by promissory note), nor pledge, transfer, mortgage or otherwise encumber or assign future payments of said rents; not to waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any lessee thereunder, of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein; not to cancel, terminate or consent to any surrender of any said lease, or commence an action of ejectment or any summary proceedings for dispossession of the lessee under any said lease, or exercise any right of recapture provided in any said lease, nor modify, or in any way alter the terms thereof; not to lease any part of the said premises, nor renew or extend the term of any lease of said premises unless an option therefor was originally so reserved by lessee in said lease and for a fixed and definite rental; not to relocate any said lessee within said premises, nor consent to any modification other than for the express purposes for which the premises have been leased, that is nor consent to subletting of said premises or any part thereof, or to any assignment of said lease(s) by an without, in each such instance enumerated in this paragraph, the prior written consent of the Assignee.

Notwithstanding anything contained in this paragraph 3 to the contrary, provided Assignor is not in default hereunder, under the Note, the Mortgage, or any other document securing the Indebtedness, Assignor shall have the right to exercise any remedy set forth in a lease theretofore approved by Assignee in the event of a default thereunder (other than a termination of such lease or an eviction of such lessee, both of which shall require Assignee's prior consent). Assignor shall give Assignee notice of any changes made pursuant to the preceding sentence.

4. That in the event any representation or warranty herein of Assignor shall be found to be untrue or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, then, in each such instance, the same shall constitute and be deemed to be a default under the said Note and Mortgage thereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

5. That so long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in said Note and Mortgage or in said lease(s) contained, Assignor shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect upon, but not prior to accrual, as aforesaid, all of said rents, arising from or out of the said lease(s), or any renewals or extensions thereof, or from or out of the said premises or any part thereof, and Assignor shall receive such rents, and shall hold same, as well as the right and license to receive same, as a trust fund to be applied, and Assignor hereby covenants to so apply same, first to the payment of taxes and assessments upon said premises before penalty or interest are due thereon, secondly to the cost of such insurance and of such maintenance and repairs as is required by the terms of the said Mortgage, and thirdly to satisfaction of all obligations under the said leases, and fourthly to the payment of interest and principal becoming due on the said Note and Mortgage, before using any part of the same for any other purposes.

6. That upon the sale and conveyance by Assignor and its successors and assigns of the fee title to the said premises, all right, title and interest and powers granted under the license aforesaid shall automatically pass to and may be exercised by each such subsequent owner and upon or at any time after default in the

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payment of any indebtedness secured hereby or in the observance or performance of any obligation, term, covenant, condition or warranty herein or in the said Note and Mortgage or in the said lease(s) contained, Assignee, at its option, shall have the complete right, power and authority hereunder then or thereafter to exercise and enforce any or all of the following rights and remedies: (a) to terminate the license granted to Assignor to collect as aforesaid the said rents, and then and thereafter, without taking possession, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the said rents, to give proper receipts, releases and acquittance therefor, and after deducting all necessary and proper costs and expenses of operation and collection, as determined by Assignee, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine; (b) to declare all sums secured hereby immediately due and payable and, at its option, exercise all of the rights and remedies contained in said Note and Mortgage; and (c) without regard to the adequacy of the security, with or without any action or proceeding through any person or by agent, or by the trustee(s) under the Deed of Trust secured hereby, or by a receiver to be appointed by court and irrespective of said Assignor's possession, then or thereafter, to enter upon, take possession of, manage and operate said premises or any part thereof, make, modify, enforce, cancel or accept surrender of any lease now in effect or hereafter in effect on said premises or any part thereof; remove and evict any lessee; increase or decrease rents; decorate, clean and repair; and otherwise do any act or incur any costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the rents so collected to the operation and management of said premises, but in such order as Assignee shall deem proper, and including the payment of reasonable management, brokerage and attorneys' fees, payment of the indebtedness under said Note and Mortgage and maintenance, without interest, of a reserve for replacement;

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 of 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 the Assignee to appear in or defend any action or proceeding relating to the said lease(s) or to the said premises, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under said lease(s), 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, nor shall Assignee 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 said premises;

And provided further that the collection of said rents and application as aforesaid and/or the entry upon and taking possession of the said premises shall not cure or waive any default or waive, modify or affect any notice of default under said Note and Mortgage or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application aforesaid of such rents may have cured for the time the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

7. That Assignor does hereby constitute and appoint Assignee the true and lawful attorney, couple with an interest, of said Assignor and in the name, place and stead of Assignor, to

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demand, sue for, attach, levy, recover and receive any premium or penalty payable upon the exercise, by any lessee under any lease of the said premises, of a privilege of cancellation originally provided in said lease, and to give proper receipts, releases and acquittances therefor and, after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Assignee, of the indebtedness secured hereby, notwithstanding the fact that the amount owing thereunder may not then be due and payable or that the indebtedness is otherwise adequately secured, and Assignor does hereby authorize and direct any such lessee to deliver such payment to Assignee in accordance with the foregoing, and does hereby ratify and confirm all whatsoever that its said attorney, the Assignee herein shall do or cause to be done by virtue of the powers granted hereby. The within appointment shall be irrevocable and continuing and such rights, powers, and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the indebtedness secured hereby shall remain unpaid. Notwithstanding the foregoing present appointment by Assignor, Assignee agrees not to exercise its rights under this paragraph unless Assignor is in default hereunder, under the Note, the Mortgage on any other document or instrument evidencing or securing the Indebtedness (sometimes collectively referred to as the "Loan Documents").

8. That Assignor does hereby constitutes and appoint Assignee the true and lawful attorney, coupled with an interest of said Assignor and in the name, place and stead of said Assignor to subject and subordinate at any time and from time to time, any lease affecting the said premises or any part thereof, to the lien of the said Mortgage or any other mortgage or deed of trust on or to any ground lease of said premises or to request or require such subordination, where such reservation, option or authority was reserved under any said lease to the Assignor, or in any case, where the 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 so long as any part of the indebtedness secured hereby shall remain unpaid, and Assignor does hereby warrant that Assignor has not, at any time prior to the date hereof, exercised any such right and covenants not to exercise any such right to so subordinate any such lease to this Mortgage or to any other mortgage or deed of trust or to any ground lease. Notwithstanding the foregoing present appointment by Assignor, Assignee agrees not to exercise its rights under this paragraph unless Assignor is in default hereunder or under any Loan Documents.

9. That Assignor agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss, damage or expense which it may or might incur under or by reason of this Assignment, or for any action taken by the Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of said lease(s), including, but without limitation thereto, any claim by any lessee of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any said lease more than one month in advance of the due date thereof; should the Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorney's fees) with interest thereon at the penalty rate set forth in said Note and Mortgage shall be payable by Assignor immediately without demand, and shall be secured hereby and by said Mortgage.

10. That until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to the Assignee executed copies of any and all other and future leases upon all or any part of the said premises and will transfer and assign such other and future leases upon the same terms and conditions as herein contained and Assignor hereby covenants and agrees to make, execute and

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deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose and intent of this Assignment (including assignment of the rent under any lease with the United States Government after allowance of the rental claim, ascertainment of the amount due and issuance of the warrant for payment thereof).

11. That the failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, 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 said Note and Mortgage, or under the laws of the state in which the said premises are situate. The right of the Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

12. That so long as any of the indebtedness secured hereby and by the said Note and Mortgage shall remain unpaid, unless the Assignee shall otherwise consent in writing, the fee title and the leasehold estate(s) on said premises as hereinbefore described shall not merge, but shall always be kept separate and distinct, notwithstanding the union of said estate(s) either in the Assignor or in any lessee or in a third party by purchase or otherwise.

13. Notwithstanding anything contained herein to contrary, with respect to any nonmonetary default hereunder, Assignee shall not be entitled to exercise its remedies hereunder unless said default is not cured within thirty (30) days after notice from Assignee, or if such default cannot be cured within said thirty (30) day period, and Assignor fails to begin and to diligently proceed to cure said default within said thirty (30) day period.

14. Notwithstanding any provision herein or in the Loan Documents to the contrary, the Assignee agrees with the Assignor that in the event the Assignee shall at any time take action to enforce the collection of the indebtedness evidenced by said Note and secured hereby, it shall proceed to foreclose the Mortgage instead of instituting suit upon said Note and if, as a result of such foreclosure and the sale of the Premises described herein, a lesser sum is realized therefrom than the amount then due and owing hereunder and under said Note, the Assignee will never institute any action, suit, claim or demand in law or in equity against the Assignor for or on account of such deficiency, provided, however, that nothing in this paragraph contained shall in any way affect or impair the lien of the Mortgage or any representation or warranty of title made by the Assignor, all of which shall remain in full force and inure to the benefit of the Assignee and to any insurer of the title of said Premises; and provided further that this paragraph shall (1) not be applicable if, at the time of any acceleration of the loan secured hereby or at the time of any such foreclosure and sale, the Premises is not in compliance with any rule, regulation or statute, local, state or federal, relating to contaminated waste, asbestos or any other environmental matters and this failure has an adverse effect on the value of the Premises, (2) not be deemed to diminish or limit the liability of any indemnitor under any indemnity agreement given to indemnify Assignee against any loss it incurs by reason of such failure to comply with such rules, regulations and statutes, or (3) not be deemed to diminish or limit any personal liability of Assignor hereunder or under the Loan Documents, including, without limitation, the provisions of paragraph 58 of the Mortgage.

15. That upon payment in full of all of the indebtedness secured by said Note and Mortgage and of all sums payable hereunder, this Assignment shall become and be void and of no effect, but the

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affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon. A demand on any lessee made by Assignee for payment of rents by reason of any default claimed by Assignee shall be sufficient warrant to said lessee to make future payments of rents to Assignee without the necessity for further consent by the said Assignor.

16. That all notices, demands or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering same to Assignor personally or by leaving a copy of same addressed to Assignor at the address appearing hereinabove, or by depositing a copy of same in the United States mail, postage prepaid and addressed to Assignor at said address.

17. That the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, sub-tenants and assigns of same, and all subsequent owners of the said premises, and all subsequent holders of the said Note and Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. All obligations of each Assignor hereunder shall be joint and several.

18. Trustee's Exculpation. This Assignment is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in such Trustee, and it is expressly construed as not creating any liability on such Trustee to personally perform any express or implied covenant, condition or obligation under this Assignment, all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right, title or interest under this Assignment. Notwithstanding the foregoing, the Assignee shall not be precluded from: (a) recovering any condemnation awards or insurance proceeds attributable to the Premises; (b) recovering any tenant security deposits, advance or pre-paid rents, earnest money deposits or proceeds due and payable under the terms of any contract; (c) pursuing any remedy and any security provided under any of the Loan Documents; and (d) enforcing the personal liability of any of the individuals who guaranteed the payment of the Note.

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

LASALLE NATIONAL BANK, not
personally but solely as
Trustee under Trust No. 113089

By: [Signature]

Its: ASSISTANT VICE PRESIDENT

Attest: [Signature]

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

Demetrius E. Carney, Esq.
CARNEY & BROTHERS, LTD.
Three First National Plaza
Suite 1290
Chicago, Illinois 60602

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EXHIBIT A

LEGAL DESCRIPTION

LOT 5 AND 6 IN RIVER OAKS WEST BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST ONE-HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPLE MERIDIAN, AS RECORDED AUGUST 26, 1976 AS DOCUMENT 23612570, IN COOK COUNTY, ILLINOIS.

29-24-400-024-0000
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1551 Huntington Dr.
Calumet city, IL

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SCHEDULE "A"

This Schedule of Leases is attached to and constitutes a part of a certain Assignment of Lessor's interest in Lease(s), dated November 16th, 1989, executed by LASALLE NATIONAL BANK, Trustee under Trust Agreement dated March 18, 1988 and known as Trust No. 113089, as Assignor in favor of Teachers Insurance and Annuity Association of America, as Assignee.

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ACKNOWLEDGMENT

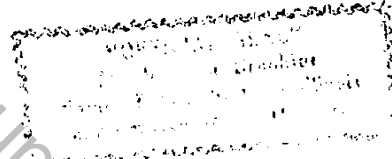
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Corinne Bok and Rita Slimm Welter of the LASALLE NATIONAL BANK, as Trustee personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said ^{Assistant} Vice President then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Corporation caused the corporate seal of said Corporation to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of Nov, 1989.

Matthew Ann Brooks
Notary Public

My Commission Expires:
9-1-91



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COOK COUNTY RECORDER

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CAROL J. STOKER
REGISTRAR OF TITLES

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