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ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that Records Management Services, Inc., an Illinois corporation, 833 W. Jackson, Chicago, Illinois 60607 (hereinafter referred to as "Assignor"), in consideration of the sum of One Dollar and other good and valuable considerations, 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, at LaSalle and Monroe Streets, Chicago, Illinois 60603 (hereinafter referred to as "Mortgagee"), all right, title and interest of Assignor in, under or pursuant to any and all present or future leases, whether written or oral, or any letting 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 Assignor 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 Schedule I 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 Assignor 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 Agreement 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 revolving note of Assignor bearing

This instrument prepared by and after recording should be returned to:
 Marc S. Joseph
 D'Ancona & Pflaum
 30 North LaSalle Street, Suite 2900
 Chicago, Illinois 60602

Address of Property:
 2211 Pershing Road, Chicago, Ill.
 3927-3961 W. Belmont
 Chicago, Ill.

Permanent Index Nos:

20-06-100-008	13-26-101-012	13-26-100-014
20-06-100-007	13-25-101-001	13-26-100-013
20-06-100-088	13-26-101-002	13-26-100-012
13-26-100-026	13-26-101-003	13-26-100-002
13-26-102-051	13-26-100-016	
13-26-101-013	13-26-100-015	

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BOX 334

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even date herewith, payable to the order of Mortgagee in the face principal sum of \$1,350,000.00 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 Assignor to 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 performance of all obligations, covenants, promises and agreements of Assignor under the other documents securing the Note by and among Assignor and the Mortgagee (collectively, the "Loan Documents"), and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by Mortgagee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii), and (iii) or any security therefor, including this Assignment.

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

Assignor warrants to Mortgagee that Assignor has good right to make this Assignment and that 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 the Note, the Mortgage or the Loan Documents, Assignor 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.

Assignor hereby irrevocably consent to and authorizes and directs that the tenant under any Lease upon demand and

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

Without limiting any legal rights of 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 the Mortgage or the Loan Documents not cured within any applicable cure or grace period, whether before or after the Note is declared due in accordance with its terms or under the terms of the Mortgage or the Loan Documents, 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 Assignor, its agents or servants, therefrom and hold, operate, manage and control the premises, and at the expense of Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterment 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 the Mortgage, and cancel any lease or sub-lease for any cause or on any ground which would entitle 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 Mortgagee shall deem best.

After payment of all proper charges and expenses, including the just and reasonable compensation for the services of Mortgagee, its attorneys, agents, clerks, servants and others employed by 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 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 Mortgagee hereunder, Mortgagee may, at its option, credit the net amount of income which Mortgagee may receive by virtue of this Assignment and from the premises to any and all amounts due or owing to Mortgagee under the terms and provisions of the Note, the Mortgage, the Loan Documents and any loan or security agreement pertaining thereto, whether or not the same

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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 Mortgagee. Mortgagee shall be subrogated to any lien or charge discharged out of the rents, income and profits of the premises.

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

Assignor covenants and agrees to observe and perform all of the obligations imposed on them under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the premises is located, not to further assign or encumber 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. Assignor further covenants and agrees not to amend, modify or terminate any of the Leases without the prior written consent of Mortgagee, provided that unless and until an uncured event of default has occurred under the terms of the Mortgage, the Note or the Loan Documents, Assignor may enter into amendments and modifications to the Leases which do not adversely affect the security thereof and may terminate the Leases if the tenant is in default thereunder or if substantially concurrently with such termination, they shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to them than those contained in the terminated Lease with a lessee of at least equal creditworthiness to the terminated lessee. Assignor further covenants and agrees that it will, at the request of Mortgagee, submit the executed originals of all Leases to Mortgagee.

The acceptance by 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 Mortgagee, be deemed or construed to constitute Mortgagee a mortgagee in possession nor thereafter impose any obligation whatsoever upon Mortgagee, it being understood and agreed that Mortgagee does not hereby undertake to

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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 Mortgagee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Mortgagee hereunder, or in defense against any claim or demand whatsoever which may be asserted against 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, the Mortgage or the Loan Documents, and Assignor shall reimburse Mortgagee therefor immediately upon demand.

The rights and remedies of Mortgagee hereunder are cumulative and are not in lieu of, but are in addition to, any rights or remedies which Mortgagee shall have under the Note, Mortgage, the Loan Documents 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 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 Mortgagee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of 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 Mortgagee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to 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.

This Assignment shall be assignable by Mortgagee and all of the terms and provisions hereof shall be binding upon and

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inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

DATED as of the 3rd day of December, 1988.

Records Management Services, Inc.,
an Illinois corporation

By: [Signature]
Its: _____ President

ATTEST:

By: [Signature]
Its: 2557 Secretary

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State of Illinois)
County of C O O K) SS.

I Gretchen M. Filipowicz a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that LARRY A. WICKS personally known to me to be the President of Records Management Services, Inc. and Edward R. VAN-DORN personally known to me to be the ASSISTANT Secretary of said corporation, and personally known to be to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such they signed and delivered the said instrument as President and ASSISTANT Secretary, they signed and delivered the said instrument as President and ASSISTANT Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of January, 1989. December, 1989.



Gretchen M. Filipowicz Notary Public

Gretchen M. Filipowicz Type or Print Name

My Commission Expires: March 4, 1991

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COOK COUNTY RECORDER

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TRACT 1:

That part of Northwest 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, described as follows:

Beginning a point 33.00 feet South of the North line and 1362.39 feet West of the East line of said Northwest 1/4 of said Section 6; thence South on a straight line at right angles to the North line of said Northwest 1/4 of said Section 6, 500.00 feet; thence West on a straight line parallel to and 533.00 feet South of the North line of said Northwest 1/4 of said Section 6, 240.00 feet; thence North on a straight line at right angle to last described line to a point 33.00 feet South of the North line of said Northwest 1/4 of Section 6, said point being 1602.39 feet West of the East line of said Northwest 1/4 of Section 6; thence East on a straight line parallel to and 33.00 feet South of the North line of said Northwest 1/4 of Section 6, 240.00 feet to the point of beginning, in Cook County, Illinois.

TRACT 4:

A parcel of land, situated in the Northwest 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, which parcel of land is bounded and described as follows:

Beginning on a line which is 33.00 feet South from and parallel with the North line of said Northwest 1/4 of Section 6, at a point which is 1602.39 feet, measured along said parallel line, West from the East line of said Northwest 1/4, and running thence South along a straight line, which is perpendicular to the North line of said Northwest 1/4, a distance of 500.00 feet; thence West along a line which is 533.00 feet South from and parallel with the North line of said Northwest 1/4 of Section 6, a distance of 50.00 feet; thence North along a line which is 50.00 feet West from and parallel with the hereinbefore described straight and perpendicular line, a distance of 500.00 feet to an intersection with said line which is 33.00 feet South from and parallel with the North line of said Northwest 1/4 of Section 6; and thence East along said last described parallel line, a distance of 50.00 feet to the point of beginning, in Cook County, Illinois.

TRACT 5:

A parcel of land situated in the Northwest 1/4 of Section 6, Township 38 North, Range 14, East of the Third Principal Meridian, which parcel of land is bounded and described as follows:

Commencing on a line which is 33 feet South from and parallel with the North line of said Northwest 1/4 of Section 6, at a point which is 1362.39 feet, measured along said parallel line, West from the East line of said Northwest 1/4, and running thence South along a straight line, which is perpendicular to the North line of said Northwest 1/4, a distance of 500 feet to a point of beginning at the Northeast corner of said hereinafter described parcel of land; thence continuing South along said straight line, a distance of 40 feet to an intersection with a line which is 573 feet South from and parallel with the North line of said Northwest 1/4 of Section 6; thence West along said last described parallel line, a distance of 327.25 feet to a point which is 972.48 feet East from the

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West line of said Northwest 1/4 of Section 6; thence Northwestwardly along a straight line, a distance of 52.20 feet to a point which is 533.00 feet South from the North line of said Northwest 1/4 of Section 6 and 360.79 feet West from the point of beginning; and thence East along a line which is 533.00 feet South from and parallel with the North line of said Northwest 1/4, said distance of 360.79 feet to the point of beginning, in Cook County, Illinois.

PARCEL 1:

Lots 34 to 47, both inclusive (except that part of Lots 34 and 47 dedicated for public alley) in Charles Seegers' Subdivision of Lot 1 of Hausen and Seegers' Subdivision of Lots 4, 5 and 14 in Davlin, Kelley and Carroll's Subdivision of the Northwest quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lot 67 to 88, inclusive (except that part of Lots 67 and 88 dedicated for public alley) in Charles Seegers' Subdivision of Lot 1 of Hausen and Seegers' Subdivision of Lots 4, 5 and 14 in Davlin, Kelley and Carroll's Subdivision of the Northwest quarter of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

The vacated alleys vacated by Document Number 12634861 described as lying South of the South line of Lots 71 to 80 and lying North of the North line of Lots 70 and 81 and lying West of the North line of the South 16 feet of Lot 67 and West of Lots 68 to 70 inclusive in Charles Seegers' Subdivision aforesaid.

PARCEL 3:

That part of vacated alleys lying South of Lots 36 to 45 and North of Lots 46 and 35 and East of Lot 46 and part of 47 and West of Lot 35 and part of 34 in Charles Seegers' Subdivision aforesaid vacated by ordinance recorded as Document Number 13319172.

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