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NOW, THEREFORE, in consideration of these presents and as further and additional security to Mortgage, and in consideration of the sum of TEN DOLLARS in hand paid, the receipt and sufficiency whereof is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Mortgagee all leases of the Premises or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due pursuant to or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which heretofore may have been or hereafter may be made or agreed to by Mortgagee pursuant to the powers herein granted. The parties hereby intend to establish an absolute transfer and assignment of all of the said leases and agreements, and all the avals thereof, to Mortgagee; Assignor does hereby irrevocably appoint Mortgagee its true and lawful attorney in its 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 Mortgagee, in its discretion may determine (including, without limitation, for periods extending beyond the date of redemption of the Mortgage), and to collect all of said avals, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due, under each and all of the leases and agreements, written or verbal, or other tenancies existing or which may hereafter exist

WHEREAS, as an inducement to Mortgagee to disburse the proceeds of the loan evidenced by the Note, Assignor is willing to further secure the Note.

WHEREAS, to secure payment of the Note, the Trust has executed and delivered a mortgage (the "Mortgage") of even date herewith, mortgaging to Mortgagee the real estate described on Exhibit "A" hereto and certain related property as described in the Mortgage (the "Premises"); and

WHEREAS, Assignor has executed and delivered a note (the "Note") of even date herewith, payable to Mortgagee in the principal sum of One Million One Hundred Fifty Thousand Dollars (\$1,150,000); and

ASSIGNMENT made as of the 27th day of February, 1989, by Mendell Street Partners, an Illinois general partnership ("Assignor"), to American National Bank & Trust Company of Chicago a National Banking Association, ("Mortgagee").

ASSIGNMENT OF LEASES AND RENTS

This instrument was prepared by:  
 Barnett C. Engler, Esq.  
 10 South Wacker Drive  
 Suite 3800  
 Chicago, Illinois 60606

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B. If Assignor shall fail duly and punctually to perform any covenant, agreement or provision of this Assignment and such failure shall continue for a period of thirty (30) days after notice thereof is served upon Assignor

A. If any representation or warranty made by Assignor herein shall be incorrect or untrue as of the date hereof;

Although it is the intention of the parties that this Assignment is a present assignment, anything herein contained to the contrary notwithstanding, Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless any one or more of the following shall occur:

Assignor agrees to execute and deliver immediately upon the request of Mortgagee, all further assurances and assignments in the premises as Mortgagee from time to time reasonably shall require.

Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the premises by Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, Assignor shall not claim or assert liability in connection with events or occurrences accruing prior to the exercise of such power against Mortgagee, which liability Assignor expressly waives and releases.

Assignor shall not amend, cancel, abridge, terminate or otherwise modify (or permit or suffer the amendment, cancellation, abridgement termination or modification of) any existing or future lease of the Premises, or any portion thereof, or enter into (or permit or suffer the entry into of) any new lease, lease renewal or extension or accept (or permit or suffer the acceptance of) any prepayment of rent or installments of rent for more than one (1) month in advance without the express prior written consent of Mortgagee in each and every instance, which as to new leases, Mortgagee shall respond within 3 banking days after receipt, and any such act, permission or suffering without such consent shall be null and void; From time to time upon request of Mortgagee, Assignor shall furnish to Mortgagee a statement in such reasonable detail as Mortgagee may request, certified by a general partner of Mortgagee, of all leases relating to the Premises and the status of each such lease, and, on demand of Mortgagee, Assignor shall furnish to Mortgagee executed counterparts of any and all such leases.

Applicable to the Premises, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

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Mortgagee has a right to institute foreclosure proceedings pursuant to the mortgage, whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, or in any case in which pursuant to the provisions hereof mortgagee has the right to exercise the rights and powers conferred upon it herein, then forthwith, upon demand of mortgagee, Assignor shall surrender to mortgagee and mortgagee shall be entitled to take actual possession of the premises (and any or all property located thereon) or any part thereof person-ally, or by its agents or attorneys, and mortgagee in its discretion, with or without force and without process of law, may 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 undersigned or the then owner of the premises relating thereto, and may exclude Assignor, its agents or servants, wholly therefrom and as attorney-in-fact or agent of Assignor, or in its own name as mortgagee and under the powers herein granted, may hold, operate, manage and control the premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as it in its discretion or in the discretion of its successors or assigns may deem proper or necessary to enforce the payment or security of the avals, rents, issues and profits of the premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter and with full power to cancel or terminate any lease for any cause or on any ground which would entitle Assignor to cancel or terminate the same, to alter any lease, to elect to disaffirm any lease made subsequent to the mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to mortgagee's possession, operation and management thereof and to receive all such avals, rents, issues and profits.

Nothing herein contained shall be deemed to affect or impair any rights which mortgagee may have under the Note or the mortgage, or any other instrument herein or therein mentioned.

C. If an Event of Default as defined in the mortgage or in that certain loan agreement of even date herewith between Assignor as Borrower and Assignee as Lender (the "Loan Agreement") shall occur.

(provided Assignor shall not be entitled to such notice with respect to a failure to comply with the provisions of the first full paragraph on page 2 of this assignment);

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Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises nor shall Mortgagee be obligated to collect any rents or enforce any leases. Assignor shall and does hereby agree to indemnify and hold harmless Mortgagee of and from any and all liability, loss or damage which it may or might incur pursuant to any leases or pursuant to or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to so perform or discharge any of the terms, covenants or agreements contained in said leases except with respect to liability, loss or damage in connection with events or occurrences occurring after Mortgagee takes possession. Should Mortgagee incur any such liability, loss or damage pursuant to said leases or pursuant to or by reason of the assignment thereof or in the defense of any claims or demands, Assignor shall reimburse Mortgagee for the amount thereof, including direct costs, direct expenses and reasonable attorneys' fees, immediately upon demand.

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

A. To the payment of the operating expenses of the Premises, including, without limitation, compensation to Mortgagee and its agent or agents, if management of the Premises has been delegated to an agent or agents, lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, and premiums on insurance authorized or required by the Mortgage;

B. To the payment of Impositions as defined in the Mortgage now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of the Mortgage;

C. To the payment of the cost of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as in the judgment of Mortgagee, will make it readily rentable;

D. To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

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Assignor specifically and irrevocably authorizes and instructs 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 Mortgagee upon receipt of demand from Mortgagee to pay the same.

The provisions set forth in this Assignment shall be deemed a special remedy given to Mortgagee, 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 therein granted and elsewhere granted in any other instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "Assignor" is mentioned herein, the same includes and shall be binding upon the legal representatives, successors and assigns of each of Assignor, and any party or parties holding title to the Premises by, through or under Assignor. All of the rights, powers, privileges and immunities herein granted and assigned to Mortgagee shall also inure to its legal representatives, successors and assigns, including all holders from time to time of the Note.

No judgment or decree 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 the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by Assignor, or until such time as this instrument may be voluntarily released. This instrument shall 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 decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

Any provision or provisions of this Assignment which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Assignment shall be of no force and effect; each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the tenor of this Assignment the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Assignment.

All notices, demands and requests given or required to be served by either party hereto to the other party shall be in writing. All such notices, demands and requests by Mortgagee to

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the undersigned shall be deemed to have been properly served if delivered in person or if sent by United States Registered Mail, postage prepaid, addressed:

Mendell Street Partners  
c/o 2017 Mendell Limited Partnership  
2835 North Sheffield Avenue  
Suite 201  
Chicago, Illinois 60657  
Attention: Keith Giles, President  
2017 Mendell Corporation

with a copy to

David F. Gitley, Esq.  
320 North Michigan Avenue  
Suite 2100  
Chicago, Illinois 60601

and if to Bank

American National Bank & Trust Company  
of Chicago  
33 North LaSalle Street  
Chicago, Illinois 60690  
Attention: James E. Phillipp

with a copy to

Alzheimer & Gray  
10 South Wacker Drive  
Suite 3800  
Chicago, Illinois 60606  
Attention: Barnet C. Engler, Esq.

Notices and demands served in the manner aforesaid shall be deemed sufficiently given or served for all purposes under this Note at the time any such notice or demand shall be delivered, or on the date shown on the return receipt, as the case may be. The undersigned and/or the holder of this Note may change the address at which notice may be served by notice to the other as above required.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the day and year first above set forth.

MENDELL STREET PARTNERS

By: 

General Partner

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2025/01/13 10:00 AM

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF C O O K )

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that ALAN SHURE, personally known to me to be a General Partner of Mendell Street Partners, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said Mendell Street Partners aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 24<sup>th</sup> day of ~~January~~, 1989.  
*February KSO*

*Kristin L. O'Brien* 89101967  
Notary Public

My Commission Expires:  
\_\_\_\_\_

" OFFICIAL SEAL "  
KRISTIN L. O'BRIEN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/22/92

DEPT-01 \$18.00  
131444 TRAN 5771 03/08/89 13:55:00  
#1560 #2 \*89-101967  
COOK COUNTY RECORDER

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF THE PREMISES

#### Parcel 1:

Lot 1, and accretions thereto, Lot 2, and the Northerly 20 feet (as measured on Street line) of Lot 3 in Block 8 in Quentin's Subdivision of Block 22 and Lots 1 and 2 of Block 16 in Sheffield's Addition to Chicago, in the Northwest 1/4 of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois;

ALSO

#### Parcel 2:

All that part of McLean Avenue (Vacated) lying within Block 8 in Quentin's Subdivision aforesaid, said part of said Street being further described as all that part of McLean Avenue lying between the Westerly line of the North Branch of the Chicago River and the Easterly line of Mendell Street;

ALSO

#### Parcel 3:

Lot 9 and accretions thereto in the Subdivision of Lot 3 in Block 16 in Sheffield's Addition to Chicago, all in the Northwest 1/4 of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

#### Parcel 4:

Lot 3 (except the Northerly 20 feet thereof, as measured on Street line) and all of Lots 4 and 5 and the North Half of Lot 6 in Block 8 in Quentin's Subdivision of Block 22 and Lots 1 and 2 of Block 16 in Sheffield's Addition to Chicago, in the Northwest 1/4 of Section 32, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Common Address: 2017 Mendell Street  
Chicago, Illinois

PIN # 14-32-115-003  
14-32-115-006  
14-32-115-007  
14-32-115-014

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