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Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower and Beneficiary in, to and under the leases of the real estate described in Exhibit "A" attached hereto and made a part hereof ("Premises") whether now in existence or hereafter entered into including the leases described in the Schedule of Leases attached hereto and made a part hereof and all guarantees, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents, income and profits

W I T N E S S E T H :

Borrower and Beneficiary are hereafter collectively called the "Assignor". Beneficiary owns one hundred percent (100%) of the beneficial interest in said Trust Agreement, but has no legal or equitable interest in the Premises hereinafter described.

ENTERPRISE SAVINGS BANK, F.A., a federal chartered savings and loan association, whose address is 200 South Wacker Drive, Chicago, Illinois 60606-5884 (hereinafter called "Assignee"),

139-41 NORTH WABASH LIMITED PARTNERSHIP, an Illinois limited partnership (successor by merger to 59 East Randolph Street Limited Partnership, an Illinois limited partnership), whose mailing address is c/o Gussin Enterprises, Inc., 7200 Wisconsin Avenue, Suite 701, Bethesda, Maryland 20814 (hereinafter called the "Beneficiary"); and

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee under two Trust Agreements, both dated January 21, 1985 and respectively known as Trust Numbers 63352 and 63353, whose mailing address is 33 North LaSalle Street, Chicago, Illinois 60690 (hereinafter called "Borrower"); and

THIS ASSIGNMENT is made as of March 1, 1989, by, between and among:

ASSIGNMENT OF RENTS AND LEASES (BORROWER AND BENEFICIARY)

BOX 300

8913X3G1.902

FKK 89-13 2/9/89 2/22/89 3/3/89

Freeman, Kohn & Kasanov
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

Freeman, Kohn & Kasanov
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

RETURN TO:

PREPARED BY:

89106217

Property Address: 139-41 North Wabash Avenue and 59 East Randolph Street, Chicago, Illinois
Permanent Real Estate Tax Index Numbers: 17-10-309-00, 17-10-309-010
17-10-309-011

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72-01-21403

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which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note ("Note") of Borrower of even date herewith in the principal sum of SIX MILLION DOLLARS (\$6,000,000.00) and secured by a certain Mortgage ("Mortgage") dated of even date herewith encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire lessor's interest in the Leases is, or, as to future Leases, shall be vested in Borrower or Beneficiary, or both of them, and that Borrower and Beneficiary have not, and each shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. That none of the Leases shall be altered, modified, amended, terminated, cancelled, extended, renewed or surrendered nor will rental be collected more than one month in advance nor will any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of the Assignee.

4. That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower and/or Beneficiary claiming that a default has occurred under any of the Leases on the part of the Borrower or Beneficiary, together with a complete copy of any such notice.

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6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

The parties further agree as follows:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that default has occurred under the terms and conditions of the Note, Mortgage or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower and Beneficiary hereby irrevocably appoint Assignee their true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower and/or Beneficiary or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Borrower and/or Beneficiary pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower and/or Beneficiary in respect of all payments so made.

From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part

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thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, 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 lessee, licensee, employee or stranger.

Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any liability, loss or damage incurred by Assignee under the Leases until such time as Assignee shall actually take possession of the Premises. Nothing herein contained shall be construed as constituting the Assignee a mortgagee in possession of the Premises in the absence of the actual taking of possession of the Premises by the Assignee.

Waiver of or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforce-

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able, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices required or permitted under this instrument shall be in writing and shall be either by: (i) hand delivery to the addresses for notices; (ii) delivery by overnight courier service to the addresses for notices; (iii) by certified mail, return receipt requested, addressed to the addresses for notice by United States Mail, postage prepaid.

All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the addresses for notice; (ii) one day after the deposit of such notice with an overnight courier service addressed to the addresses for notice; or (iii) three days after depositing the notice in the United States Mail as set forth in (iii) above. All notices shall be addressed to the following addresses:

If to Assignor: **AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO**, a national banking association, not personally but as Trustee under two Trust Agreements, both dated January 21, 1985 and respectively known as Trust Numbers 63352 and 63353
33 North LaSalle Street
Chicago, Illinois 60690

With a copy to: **139-41 NORTH WABASH LIMITED PARTNERSHIP**, an Illinois limited partnership
c/o Gussin Enterprises, Inc.
7200 Wisconsin Avenue, Suite 701
Bethesda, Maryland 20814

If to Assignee: **ENTERPRISE SAVINGS BANK F.A.**, a federally chartered savings and loan association
200 South Wacker Drive
Chicago, Illinois 60606-5884

With a copy to: **FREEMAN, KOHN & KASANOV**
2 North LaSalle Street
Suite 1400
Chicago, Illinois 60602

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

The term "Assignor", "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this

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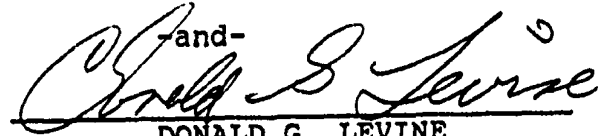
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139-41 NORTH WABASH LIMITED PARTNER-
SHIP, an Illinois Limited Partnership

By:


PAUL GUSSIN

By:

-and-

DONALD G. LEVINE

Being all of its General Partners

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 2 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO OF THE SOUTHWEST 1/4 OF FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 17-10-309-003.
Street Address: 139-41 North Wabash Avenue
Chicago, Illinois

PARCEL 2:

OF THE EAST 1/2 OF LOT 1 IN BLOCK 12 IN FORT DEARBORN ADDITION TO CHICAGO, ^{of the SW 1/4} ~~IN~~ FRACTIONAL SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 17-10-309-010 and 17-10-309-011
Street Address: 59 East Randolph Street
Chicago, Illinois

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 10 day
of March, 1989, by Michael Brennan
of AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, a national banking association, on behalf of the
association, as Trustee as aforesaid.

[Signature]
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: _____, 19__.

STATE OF Maryland)
) SS.
COUNTY OF Howard)

The foregoing instrument was acknowledged before me this 9th of
March, 1989, by PAUL GUSSIN and DONALD G. LEVINE, general partners of
139-41 NORTH WABASH LIMITED PARTNERSHIP, an Illinois limited partner-
ship, on behalf of the limited partnership.

[Signature]
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: My Commission Expires July 1, 1990, 19__.

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SCHEDULE OF LEASES

<u>Date of Lease:</u>	<u>Name of Tenant:</u>	<u>Suite or Space No.:</u>
11/27/84	The Talbots, Inc., a Massachusetts corporation	1st Floor
11/5/85	The Newall Manufacturing Company, a corporation	5th Floor
11/12/85	Pickwick International, Inc., a Delaware corporation	101, 102, 2nd Floor
8/8/86	F. & M Footware, Inc., a corporation	103
1/15/86	All My Muffins, Inc., a Delaware corporation	104
8/10/87	Century Cigar Store, an Illinois corporation	A-4A
9/14/88	Harjinder Singh J/b/a Pedway Jewelers	A-5
9/2/87	Subway Restaurants, Inc., a Connecticut corporation	A-7
12/1/86	KRT, Inc., an Illinois corporation d/b/a One Stop Mart	A-7A
2/5/87	Robert Martino, Dennis Berry and Gail Berry, d/b/a Feebs	A-08 & A-09
Month to Month	Auto Photo	Kiosk in Pedway
Month to Month Leases	Various	Various Display Cases in Pedway

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