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CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

from

4500 KOLIN LIMITED PARTNERSHIP,
an Illinois limited partnership

to

THE EXCHANGE NATIONAL BANK OF CHICAGO
a national banking association

Dated as of March 1, 1969

89130109

Permanent Tax Index Numbers:
19-03-400-096-0000
19-03-400-188-0000

Address of Premises:

4500 South Kolin
Chicago, Illinois

This Instrument Prepared By and
to be Returned After Recording to:

Alvin L. Kruse
James A. Schraidt
Seyfarth, Shaw, Fairweather &
Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

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CONSTRUCTION LOAN ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, 4500 KOLIN LIMITED PARTNERSHIP, an Illinois limited partnership (the "Mortgagor"), in order to secure an indebtedness in the principal sum of Two Million Four Hundred Eight Thousand AND NO/100 Dollars (\$2,408,000), executed a Construction Loan Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to THE EXCHANGE NATIONAL BANK OF CHICAGO, a national banking association (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and the Construction Loan Mortgage Note of the Mortgagor of even date herewith secured thereby;

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the Mortgagor does hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the lease or leases described in Exhibit B attached hereto (the "Leases"), and (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Leases. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises, if any, including without limitation the Leases.

The Mortgagor does hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagor does hereby irrevocably appoint the Mortgagee to be its agent for the management of the Premises, and does hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Mortgagor as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagor might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

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Section 2. Collection of Rents. The Mortgagor does hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagor to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagor and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagor to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the Mortgage, the said Construction Loan Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period, and the Mortgagor shall have a license to collect the rentals from the Premises in the absence of such a default.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Leases of the Premises. The Mortgagor agrees (i) that it will not enter into any lease of the Premises or any portion thereof without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld or delayed; (ii) that it will at all times duly perform and observe all of the terms, provisions, conditions and agreements on its part to be performed

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and observed under any and all leases of the Premises or any portion thereof, including, but not limited to, the Leases, and shall not suffer or permit any default or event of default on the part of the lessor to exist thereunder; and (iii) that it will not agree or consent to, or suffer or permit, any termination, modification or amendment of any lease of the Premises or any portion thereof, including, but not limited to, the Leases, without the prior written consent of the Mortgagee.

Section 8. Giving of Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or when deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to the Mortgagor: 4500 Kolin Limited Partnership
c/o Wolverine Investments, Inc.
2835 North Sheffield Avenue
Suite 201
Chicago, Illinois 60657

with a copy to:

Steven M. Zuckerman, Esq.
Hopkins & Sutter
Three First National Plaza
Suite 4200
Chicago, Illinois 60602

If to the Mortgagee: The Exchange National Bank of Chicago
120 South LaSalle Street
Chicago, Illinois 60603

Attention: Paul S. Kaufmann

or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

Section 9. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 10. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 11. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in

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no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 12. Construction.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or that any matter is to be as estimated or determined by the Mortgagee, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate or determination or the like shall be made determined or given by the Mortgagee pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

Section 13. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of March 1, 1989.

4500 KOLIN LIMITED PARTNERSHIP,
an Illinois limited partnership

By 4500 Kolin Corporation, an Illinois
corporation, General Partner

By *Richard L. ...*
Title: CEO

(SEAL)

Attest:

[Signature]
Title: President

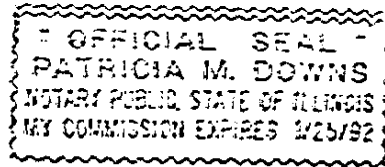
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STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 20th day of MARCH, 1989, by KEITH GILES and ALAN GILES, PRESIDENT and CEO, respectively, of 4500 Kolin Corporation, an Illinois corporation, general partner of 4500 Kolin Limited Partnership, an Illinois limited partnership, on behalf of said corporation and said limited partnership.

Patricia M. Downs
Notary Public



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:
THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2
AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND
MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID CIRCUIT
COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK
COUNTY, ILLINOIS IN BOOK 67 OF PLATS PAGE 44 BOUNDED AND DESCRIBED AS
FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 45TH STREET (A PRIVATE
STREET) SAID SOUTH LINE OF WEST 45TH STREET BEING 1366.32 FEET SOUTH OF
AND PARALLEL TO THE EAST AND WEST CENTER LINE OF SECTION 3 HEREINAFTER
DEFINED, SAID POINT BEING 1.93 FEET EAST OF THE NORTH AND SOUTH CENTER
LINE OF SECTION 3 (HEREINAFTER DEFINED); THENCE EAST ALONG SAID SOUTH
LINE OF WEST 45TH STREET TO A POINT ON THE WEST LINE OF SOUTH KOLIN
AVENUE (A PRIVATE STREET) SAID WEST LINE BEING 236.93 FEET EAST OF AND
PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH
ALONG SAID WEST LINE OF SOUTH KOLIN AVENUE TO A POINT IN A LINE 1666.32
FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER LINE OF SECTION
3; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE TO A POINT
201.07 FEET WEST OF THE SAID NORTH AND SOUTH CENTER LINE OF SECTION 3;
THENCE NORTH EASTERLY ALONG A STRAIGHT LINE TO A POINT IN A LINE 1.93
FEET EAST OF AND PARALLEL TO SAID NORTH AND SOUTH CENTER LINE OF
SECTION 3, SAID POINT BEING 1644.22 FEET SOUTH OF SAID EAST AND WEST
CENTER LINE, THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE 277.9 FEET
MORE OR LESS TO THE POINT OF BEGINNING

ALSO

PARCEL 2:
THAT PART OF LOT 'B' IN CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND
THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND
MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST
OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID CIRCUIT
COURT PARTITION RECORDED IN OFFICE OF RECORDS OF COOK COUNTY, ILLINOIS
ON APRIL 29, 1897 IN BOOK 67 OF PLATS PAGE 44 AS DOCUMENT 2530529 BEING
AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF
WEST 45TH STREET (A PRIVATE STREET) SAID SOUTH LINE OF WEST 45TH STREET
BEING 1366.32 FEET SOUTH OF AND PARALLEL TO EAST AND WEST CENTER LINE
OF SECTION 3 SAID POINT BEING 458.07 FEET WEST OF NORTH AND SOUTH
CENTER LINE OF SECTION 3; THENCE EAST ALONG SAID SOUTH LINE OF WEST
45TH STREET TO A POINT IN A LINE PARALLEL TO AND 1.93 FEET EAST OF SAID
NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE SOUTH ALONG THE LAST
DESCRIBED PARALLEL LINE TO A POINT 1644.22 FEET SOUTH OF SAID EAST AND
WEST CENTER LINE OF SECTION 3; THENCE SOUTHWESTERLY TO A POINT IN A
LINE 1666.32 FEET SOUTH OF AND PARALLEL TO SAID EAST AND WEST CENTER
LINE OF SECTION 3, SAID POINT BEING 201.07 FEET WEST OF SAID NORTH AND
SOUTH CENTER LINE OF SECTION 3; THENCE WEST ALONG LAST DESCRIBED
PARALLEL LINE TO A POINT OF CURVE 552.97 FEET WEST OF SAID NORTH AND
SOUTH CENTER LINE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE
SOUTH WEST HAVING A RADIUS OF 326.85 FEET AN ARC DISTANCE OF 131.21
FEET MORE OR LESS TO A POINT OF COMPOUND CURVE 1640.34 FEET SOUTH OF
SAID EAST AND WEST CENTER LINE AND 680.53 FEET WEST OF SAID NORTH AND
SOUTH CENTER LINE; THENCE CONTINUING NORTHWESTERLY ALONG A CURVE CONVEX

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TO THE SOUTH WEST HAVING A RADIUS OF 755.49 FEET AN ARC DISTANCE OF 65.93 FEET MORE OR LESS TO A POINT 1611.96 FEET SOUTH OF SAID EAST AND WEST CENTER LINE AND 739.85 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE SOUTHEASTERLY ALONG A CURVE CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 310.62 FEET AN ARC DISTANCE OF 151.80 FEET MORE OR LESS TO A POINT IN A LINE PARALLEL TO AND 1648.32 FEET SOUTH OF SAID EAST AND WEST CENTER LINE SAID POINT BEING 594.24 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT IN A LINE PARALLEL TO AND 458.07 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE; THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO THE PLACE OF BEGINNING;

ALSO

PARCEL 3:
THAT PART OF LOT 'B' IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 AND THAT PART OF THE NORTH WEST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT OF SAID CIRCUIT COURT PARTITION RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS IN BOOK 67 OF PLATS PAGE 44 ON APRIL 29, 1897, AS DOCUMENT 2530529, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF WEST 45TH STREET (A PRIVATE STREET) AND A LINE PARALLEL TO AND 458.07 FEET WEST OF THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3, SAID PARALLEL LINE BEING THE WESTERLY BOUNDARY LINE OF THE PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED JANUARY 7, 1947 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON FEBRUARY 6, 1947 IN BOOK 41948 AT PAGE 150 AS DOCUMENT 13990515; THENCE SOUTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 1648.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SAID SECTION 3; THENCE WEST ALONG LAST DESCRIBED PARALLEL LINE TO A POINT 594.24 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE SOUTH WEST, HAVING A RADIUS OF 310.62 FEET, AN ARC DISTANCE OF 151.80 FEET, MORE OR LESS, TO A POINT 1611.96 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3 AND 739.85 FEET WEST OF SAID NORTH AND SOUTH CENTER LINE OF SECTION 3, THE TWO LAST MENTIONED COURSES BEING THE NORTHERLY AND NORTHEASTERLY BOUNDARY LINE, AT THIS POINT OF THE SAID PREMISES CONVEYED BY THE FIRST NATIONAL BANK OF CHICAGO TO THE THEN TRUSTEES OF THE CENTRAL MANUFACTURING DISTRICT BY DEED DATED JANUARY 7, 1947 AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS, ON FEBRUARY 6, 1947 IN BOOK 41948 AT PAGE 150 AS DOCUMENT 13990515; THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE, CONVEX TO THE SOUTH WEST HAVING A RADIUS OF 310.62 FEET AN ARC DISTANCE OF 267.89 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WESTERLY BOUNDARY LINE, AT THIS POINT, OF THE

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PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO, BY DEED DATED MARCH 5, 1951, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 8, 1951, IN BOOK 46556, AT PAGE 458 AS DOCUMENT 15026337, SAID POINT OF INTERSECTION BEING 1405.38 FEET SOUTH OF SAID EAST AND WEST CENTER LINE OF SECTION 3; THENCE NORTH ALONG LAST DESCRIBED LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST 45TH STREET; THENCE EAST ALONG THE SOUTH LINE OF WEST 45TH STREET TO THE POINT OF BEGINNING

THE FOREGOING DESCRIPTIONS ARE BASED ON THE FOLLOWING DEFINITIONS:

WEST FORTY-FIFTH STREET (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND LYING IN LOT 'B' OF THE SUBDIVISION RECORDED ON APRIL 29, 1897 IN BOOK 57 OF PLATS PAGE 44 AS DOCUMENT 2530529, WHICH IS 66 FEET IN WIDTH, EXTENDING WESTERLY FROM THE WEST LINE OF SOUTH KOLIN AVENUE EXTENDED NORTHERLY (SAID WEST LINE OF SOUTH KOLIN AVENUE BEING 236.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 3), TO THE WESTERLY BOUNDARY LINE (WHERE SAME EXTENDS ACROSS THE 66 FOOT STRIP) OF A PARCEL OF LAND CONVEYED BY THE CHICAGO RIVER AND INDIANA RAILROAD COMPANY TO THE FIRST NATIONAL BANK OF CHICAGO, BY DEED DATED MARCH 5, 1951 AND RECORDED IN THE RECORDERS OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 8, 1951 IN BOOK 46556 AT PAGE 458 AS DOCUMENT 15026337, THE SOUTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 1366.32 FEET SOUTH OF THE EAST AND WEST CENTER LINE OF SECTION 3 THE NORTH LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET NORTH OF THE SOUTH LINE OF SAID STRIP.

THE EAST AND WEST CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED 2597.19 FEET SOUTH OF THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3, TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3 AND MEASURED 2661.19 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SECTION 3.

THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2642.84 FEET EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3, ALL IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

SCHEDULE OF LEASES

1. Schwab Paper Products, Inc., tenant, pursuant to an oral month to month lease.
2. Ted's Truck Body and Trailer Service, Inc., tenant, on a month to month basis pursuant to letter agreements dated June 14, 1988, and June 22, 1988, for parking lot.
3. Stanley & Son, tenant, pursuant to an oral month to month lease.
4. The McIntyre Group, Ltd., tenant, under Industrial Building Lease which expired February 8, 1989, extended on a month to month basis.

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