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MML/4/3-24-89/4019H

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Property of Cook County Clerk's Office

71-88-358-DI

ASSIGNMENT OF RENTS AND LEASES

89152535

Permanent Tax Identification Numbers:
07-14-200-072-0000
07-14-200-073-0000

Jenner & Block
One IBM Plaza
Chicago, Illinois 60611
Attn: David B. Yellin, Esq.

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

Seven Woodfield Lake
955 American Lane
Schaumburg, Illinois

Street address of subject property:

3/1/00

89152535

MHEREAS payment of the debt evidenced by the Note is secured by a mortgage (the "Mortgage") of even date herewith executed by Trustee in favor of Lender encumbering real property and personal property and the improvements thereon located in the City of Schaumburg, County of Cook, State of Illinois and more

"Note"); and

(including any extensions, modifications, renewals and replacements, the promissory note of even date herewith, executed by Trustee in favor of Lender Hundred fifty thousand and No/100 Dollars (\$11,750,000.00) evidenced by a MHEREAS Lender has loaned to Borrower the sum of Eleven Million Seven

W I T N E S S E I H

Company, a Connecticut corporation ("Lender"). as "Trust" or "Borrower", in favor of Connecticut General Life Insurance ("Beneficiary"), (Trust and Beneficiary are sometimes collectively referred to beneficiary, Woodfair/DMT Venture, an Illinois general partnership date September 1, 1985 and known as Trust Number 65963 ("Trust"), and its sole of Chicago, not personally, but as Trustee under that certain Trust Agreement the 29 day of March, 1989, by American National Bank and Trust Company This ASSIGNMENT OF RENTS AND LEASES ("this Assignment") is made as of

ASSIGNMENT OF RENTS AND LEASES

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89152535

particularly described in Exhibit A attached hereto (the "Mortgaged Property") (collectively, the Note, the Mortgage, and any other documents evidencing or securing payment of the Note are referred to herein as the "Loan Documents"); and

WHEREAS Lender has required an assignment of leases as security for payment of all sums due under the Loan Documents including, without limitation, principal, accrued and unpaid interest, any applicable prepayment fees, any late charges, any attorneys fees and any advances (collectively, the "Mortgage Indebtedness");

NOW THEREFORE, the parties, in consideration of the foregoing, hereby agree as follows:

1. ASSIGNMENT

1.1. Assignment of Leases. Borrower hereby presently and irrevocably assigns and transfers to Lender all of Borrower's right, title, and interest in and to all leases of space, license agreements, concession agreements, and other occupancy agreements of any nature now or hereafter encumbering or affecting all or any part of the Mortgaged Property (collectively, the "Leases") including without limitation the Leases shown on the attached Exhibit B (the "Schedule of Leases") together with all extensions, renewals, modifications and replacements, and together with any and all guarantees of the obligations of the lessees, licensees, concessionaires and occupants thereunder (collectively, the "Lessees").

89152535

Lender grants to Borrower a revocable license to collect the Rents as they respectively become due and to enforce the Leases, so long as there is no Event of Default by Borrower hereunder. Borrower hereby irrevocably authorizes and directs each of the Lessees under the Leases, upon receipt of a written notice from Lender so demanding, to pay all Rent due or which becomes due under its Lease to Lender.

II. LICENSE TO COLLECT

1.3. Assignment of Security Deposit. If any of the Leases provide for a security deposit paid by any Lessee to Borrower, Borrower hereby assigns its right, title and interest in and to such security deposit to Lender. Borrower, however, shall have the right to retain such security deposits so long as there has been no Event of Default (hereinafter defined in Paragraph 4.1) hereunder, provided Lender shall not be obligated to any Lessee for any such security deposit until Lender obtains possession or control of such security deposit after an Event of Default.

1.2. Assignment Absolute. This Assignment shall be a present, absolute and unconditional assignment, and shall, immediately upon execution, give Lender the right to collect all rents, royalties, issues, profits, license fees, concession fees, deposits, and other income of every kind and nature due by virtue of the Leases (collectively, the "Rents").

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Assign. of Rents & Leases
MML/4/3-24-89/4019H

Page 4

89152535

3.1. ~~Warranties of Borrower.~~ The Trust hereby represents and Beneficiary hereby represents and warrants the following:

(a) Borrower is the sole holder of the landlord's or owner's interest under the Leases and has good right to sell, assign, transfer and set over the Leases and the Rents to Lender;

(b) Borrower has made no assignment other than this Assignment of any of Borrower's rights in any of the Leases or the Rents ;

(c) There is no default by Borrower or by any Lessee under any of the Leases, or any state of facts which, with the passing of time or giving of notice or both, would constitute a default by Borrower or by any Lessee under the Leases;

(d) All of the Leases provide for Rent to be paid monthly in advance, all Rent due to date has been collected and no Rent has been collected more than one month in advance;

(e) No Lessee under any of the Leases has any defense, setoff or counterclaim against Borrower;

(f) The Schedule of Leases attached as Exhibit B lists all of the leases currently in effect for the Mortgaged Property.

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(g) Each of the Leases and any amendments thereto submitted by

Borrower to Lender constitutes the entire agreement between the parties

thereto, and there are no agreements, undertakings, representations, or

warranties, either oral or written, which have not been submitted to Lender;

(h) Each of the Leases is valid, in full force and effect, and

enforceable in accordance with its terms;

(i) No rental concession in the form of any period of free rent or

any other waiver, release, reduction, discount or other alteration of the Rent

due or to become due has been granted to any Lessee under the Leases for any

period subsequent to the effective date of this Assignment.

3.2. ~~Covenants of Borrower.~~ Borrower hereby covenants and agrees that

Borrower shall:

(a) Fulfill, perform and observe all of the obligations of landlord

under the Leases;

(b) Give prompt written notice to Lender of any default or claim of

default by the Borrower or by the Lessee under any of the Leases, along with a

complete copy of any written notice of such default or claim of default;

(c) Enforce, short of termination, the performance of the Leases by

the Lessees;

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Assign. of Rents & Leases
MML/4/3-24-89/4019H

Page 6

89152535

- Property.
- Lessees under the Leases to merge with Borrower's interest in the Mortgaged
- (j) Not take any action which will cause or permit the estate of any
- Leases in whole or in part without the prior written consent of Lender;
- the terms of any guarantee of any of lessee's obligation under any of the
- (i) Not alter, modify, change, release, waive, cancel, nor terminate
- other than the lien of the Mortgage;
- (h) Not permit any of the Leases to become subordinate to any lien
- to occur by operation of law;
- of the Leases or of the Rents or any interest therein or suffer or permit such
- (g) Not execute any assignment of the landlord's interest under any
- thereunder without the prior written consent of Lender;
- the Lessee's interest under any of the Leases, nor consent to the subletting
- (f) Not execute any future Leases, nor consent to the assignment of
- time any such Rent becomes due;
- (e) Not collect or accept Rent more than one month in advance of the
- of any of the Leases without the prior written consent of Lender;
- nor accept a surrender of any of the Leases, nor waive any term or condition
- (d) Not alter, modify, amend, terminate or cancel any of the Leases,

89152535

4.1. Events of Default. Any of the following shall constitute an Event of Default hereunder:

(a) The occurrence of an Event of Default under the Note, the Mortgage or any other of the Loan Documents;

(b) Any breach by Borrower of any covenant, agreement, or condition of this Assignment which is not cured within thirty (30) days after written notice of the breach from Lender to Borrower;

(c) Any of Borrower's representations or any of Beneficiary's warranties contained in this Assignment prove to be untrue or misleading in any material respect.

4.2. Remedies. Upon an Event of Default, Lender may at any time thereafter, at its option and without notice or demand of any kind, and without regard to the adequacy of security for payment of the Mortgage indebtedness, exercise any or all of the following remedies:

3.3. Covenant of Lender. Upon the payment in full of the Mortgage indebtedness this Assignment shall be terminated and released of record by Lender and shall thereupon be of no further force or effect.

ARTICLE IV. DEFAULTS; LENDER'S REMEDIES

4.1. Events of Default. Any of the following shall constitute an Event of Default hereunder:

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89152535

(a) Declare all of the Mortgage Indebtedness immediately due and payable;

(b) Take physical possession of the Mortgaged Property and of all books, records, documents and accounts relating to the Mortgaged Property and the Borrower's business thereon, and manage and operate the Mortgaged Property and the Borrower's business thereon without interference from Borrower, at Borrower's expense, including, without limitation, the right to rent and lease the Mortgaged Property and to hire a manager for the Mortgaged Property;

(c) With or without taking possession of the Mortgaged Property, to collect the Rents and any other sums owing under any of the Leases, either by itself or through a receiver, the license to collect Rents given to Borrower by Lender pursuant to Article II hereof being deemed automatically revoked upon an Event of Default;

(d) In Borrower's or Lender's name, to institute any legal or equitable action which Lender, in its sole discretion, deems desirable to collect any or all of the Rents;

(e) Perform any or all obligations of Borrower under any of the Leases or this Assignment and to take such actions as Lender deems appropriate to protect its security, including, without limitation: (i) appearing in any action or proceeding affecting any of the Leases or the Mortgaged Property; (ii) executing new leases and modifying, terminating or cancelling existing Leases; (iii) collecting, modifying and compromising any Rents payable under

89152535

the leases; (iv) enforcing any of the leases, including, if necessary, evicting tenants; and

((f) Any other remedies permitted to lender under applicable law.

The foregoing remedies are in addition to any remedies afforded lender under any other of the Loan Documents or in law or equity, by statute or otherwise, all of which rights and remedies are reserved by Lender. All of the remedies of Lender shall be cumulative and may be exercised at Lender's option concurrently or successively and the exercise or beginning of exercise by Lender of any such remedies shall not preclude the simultaneous or subsequent exercise of the same remedy or any other remedy available to Lender. No failure or delay on the part of Lender to exercise any remedy shall operate as a waiver thereof.

4.3. Application of Proceeds. Any amounts collected by Lender hereunder

shall be applied by Lender, to pay, in such order as Lender shall elect, the Mortgage Indebtedness, including all principal; accrued, unpaid interest; prepayment fees; late charges; advances; and all costs and expenses, including attorneys fees, incurred by Lender in operating, protecting, preserving and realizing on Lender's interest in the Mortgaged Property including any fees incurred in the representation of Lender in any proceeding under Title 11, United States Code; and any other amount due under the Note, the Mortgage or any other of the Loan Documents.

89152535

6.1. Modifications, Etc. Borrower hereby consents and agrees that Lender may at any time and from time to time, without notice to or further consent from Borrower, either with or without consideration, surrender any property or

ARTICLE VI. MISCELLANEOUS

5.2. Indemnification. Beneficiary shall indemnify and hold Lender harmless from and against all obligations, liabilities, losses, costs, expenses, civil fines, penalties or damages (including attorneys fees) which Lender may incur by reason of this Assignment or in connection with any of the leases or with regard to the mortgaged Property prior to such time as Lender takes physical possession of and manages and operates the Mortgaged Property after an Event of Default. Borrower shall defend Lender against any claim or litigation involving Lender for the same. Should Lender incur such obligation, liability, loss, cost, expense, civil fine, penalty or damage, Borrower shall reimburse Lender upon demand. Any amount owed Lender under this provision shall bear interest at the "Default Rate" defined and described in the Note.

ARTICLE V. NO LIABILITY, INDEMNIFICATION

5.1. No Liability. Nothing in this Assignment shall be construed to impose any obligation or responsibility from Lender to Borrower, nor from Lender to any Lessee under any of the Leases or any other third party, for the control, care, management or repair of the Mortgaged Property, nor the performance of any of the landlord's obligations under the Leases, nor for any dangerous or defective condition on the Mortgaged Property.

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Assign. of Rents & Leases
MML/4/3-24-89/4019H

Page 11

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executed and delivered, to Lender and, where appropriate, cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled

by Lender, Borrower will make, execute and deliver, or cause to be made,

6.2. Further Assurance. At any time and from time to time, upon request

renewals, amendments, extensions, consolidations or modifications thereof.

herein to the Loan Documents or the Leases shall be deemed to include any such

modifications of the Loan Documents and the Leases, and any and all references

and be applicable to all renewals, amendments, extensions, consolidations and

any recourse against Lender. The provisions of this Assignment shall extend

obligations hereunder, affect this Assignment in any way or afford Borrower

dealing with Borrower or any other person, shall release Borrower's

performance of any obligations or undertakings of Borrower, nor any course of

them, or any security for the payment of the Mortgage Indebtedness or for the

shall take or fail to take in connection with the Loan Documents, or any of

to take any action of any type whatsoever; and no such action which Lender

of the Note, the Mortgage or any other of the Loan Documents; or take or fail

or hereafter liable thereunder or hereunder; release any guarantor or endorser

the Mortgage or any other of the Loan Documents to any person or entities now

period; grant releases, compromises and indulgences with respect to the Note,

renew the Note, the Mortgage or any other of the Loan Documents for any

terms of the Note, the Mortgage or any other of the Loan Documents; extend or

other collateral of like kind, or of any kind; agree to modification of the

the Mortgage Indebtedness; substitute for any collateral so held by Lender,

person, firm or corporation on Lender's behalf or for its account, securing

other security of any kind or nature whatsoever held by Lender or by any

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Assign. of Rents & Leases
MML/4/3-24-89/4019H

Page 12

89152535

6.4. Notices. Any notice, request, demand, statement or consent made hereunder shall be in writing signed by the party giving such notice, request, demand, statement or consent, and shall be deemed to have been properly given when either delivered personally, delivered to a reputable overnight delivery service providing a receipt or deposited in the United States Mail, postage

6.3. Successors and Assigns. All of the terms and conditions of this Assignment are hereby made binding upon the executors, heirs, administrators, successors and permitted assigns of both Lender and Borrower, including any trustee or debtor-in-possession appointed in any proceeding under Title 11, United States Code.

at such time and in such offices and places as shall be deemed desirable by Lender, any and all such other and further assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, certificates and continuation statements, instruments of further assurance, certificates and other documents as may, in the opinion of Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve (a) the obligations of Borrower under this Assignment and (b) the security interest created by this Assignment as a first and prior security interest upon the Leases and the Rents. Upon any failure by Borrower so to do, Lender may make, execute, record, file, rerecord and/or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of Borrower, and Borrower hereby irrevocably appoints Lender the agent and attorney in fact of Borrower so to do.

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Assign. of Rents & Leases
MML/4/3-24-89/4019H

89152535

6.6. Captions. The captions of this Assignment are inserted only for the purpose of convenience, and in no way define, limit or prescribe the scope or extent of this Assignment or any part hereof.

6.5. Governing Law. This Assignment shall be construed and the rights and obligations of Lender and Borrower shall be determined, in accordance with the laws of the State of Illinois.

with a copy to:

Lender:
 Connecticut General Life Insurance Company
 c/o CIGNA Investment, Inc.
 900 Cottage Grove Road
 Bloomfield, CT 06002
 Attn: Real Estate Investment Services, S-307

Borrower:
 American National Bank and Trust Company
 Chicago Trustee under Trust Number 65963 dated
 September 1, 1985
 33 North LaSalle Street
 Chicago, Illinois 60602

Beneficiary:
 Woodfair/DMT Venture
 c/o Direct Marketing Technology
 955 American Lane
 Schaumburg, Illinois 60173

CIGNA Corporation
 Investment Law Department
 900 Cottage Grove Road
 Bloomfield, CT 06002
 Attn: Real Estate Division, S-215A

prepaid and registered or certified return receipt requested, at the address set forth below, or at such other address within the continental United States of America as may have theretofore been designated in writing. The effective date of any notice given as aforesaid shall be the date of personal service, one (1) business day after delivery to such overnight delivery service, or three (3) business days after being deposited in the United States Mail, whichever is applicable. For purposes hereof, the addresses are as follows:

89152535

6.7. Exhibits. All Exhibits referred to herein and attached hereto are hereby incorporated and made a part of this Assignment.

6.8. No Oral Modifications; Amendments. Nor oral amendment to this Assignment shall be binding on the parties hereto. Any modification or amendment to this Assignment must be in writing signed by both parties.

6.9. Terms. Common nouns and pronouns shall be deemed to refer to the masculine, feminine, neuter, singular and plural, as the identity of the person or persons, firm or corporation may in the context require.

6.10. Invalidity. If any provision of this Assignment shall be held invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Assignment.

6.11 Attorneys' Fees. Any reference to "attorney fees" in this document includes but is not limited to both the fee, charges and costs incurred by Lender through its retention of outside legal counsel and the allocable fees, costs and charges rendered by Lender's in-house counsel. Any reference to "attorney fees" shall also include but not be limited to those attorneys or legal fees, costs and charges incurred by Lender in the collection of any indebtedness secured hereby, the enforcement of any obligations hereunder, the protection of the Mortgaged Property, the foreclosure of the Mortgage, the sale of the Mortgaged Property, the defense of actions arising hereunder and the collection, protection or setoff of any

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Assign. of Rents & Leases
MML/4/3-24-89/4019H

Page 15

89152535

claim the lender may have in a proceeding under Title 11, United States Code. Attorneys fees provided for hereunder shall accrue whether or not Lender has provided notice of an Event of Default or of an intention to exercise its remedies for such Event of Default.

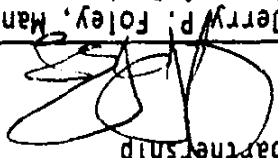
6.12 Exculpation. This Agreement is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. No personal liability shall be asserted or be enforceable against the Trustee because or in respect of this Assignment all such liability, if any, being expressly waived by every person or entity now or hereafter claiming any right or security hereunder; and that except as otherwise provided in that certain Personal Liability Agreement of even date herewith, that certain Loan Guaranty Agreement of even date herewith, and that certain Environmental Indemnification Agreement of even date herewith, Lender shall look solely to the Mortgaged Property and the additional security provided for hereunder by enforcement of the lien created under the Mortgage, in the manner therein and in the Note as provided therein, and by action (i) against any other security given at any time to secure the payment of the Note, or (ii) to enforce the personal liability of the Beneficiary and its partners under the Personal Liability Agreement, or (iii) to enforce the personal liability of the Guarantors under the Loan Guaranty Agreement or (iv)

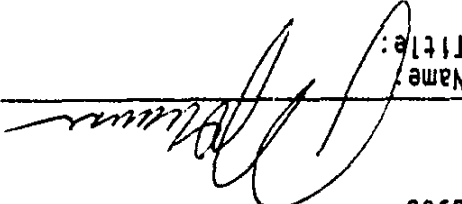
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MML/4/3-24-89/4019H

89152535

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WOODFAIR/DMT VENTURE, an Illinois
general partnership
By: 
Jerry P. Foley, Managing
General Partner

TRUST:
AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, Not Personally but
as Trustee under Trust Agreement dated
September 1, 1985 and known as Trust
Number 65963
By: 
Name: _____
Title: _____

 Trust:

to enforce the personal liability of the Indemnitors under the Environmental
Indemnification Agreement.

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STATE OF ILLINOIS
COUNTY OF COOK

Octavia M. Greig

I, a Notary Public, in and for said County, in the

State aforesaid, DO HEREBY CERTIFY, that Octavia M. Greig, as Vice

President and Robert F. Greig, as Assistant Secretary of AMERICAN

NATIONAL BANK & TRUST COMPANY OF CHICAGO, not personally, but as Trustee under

Trust agreement dated September 1, 1985, and known as Trust No. 65963, who are

personally known to me to be the same persons whose names are subscribed to

the foregoing instrument as such Vice President and assistant secretary of

said Bank, respectively, appeared before me this day in person and

acknowledged that they signed and delivered the said instrument as their own

free and voluntary act and as the free and voluntary act of said Bank for the

uses and purposes therein set forth; and said Assistant Secretary did then and

there acknowledge that he, as custodian of the corporate seal of said Bank did

affix the corporate seal of said Bank to said instrument as his own free and

voluntary act and as the free and voluntary act of said bank, for the uses and

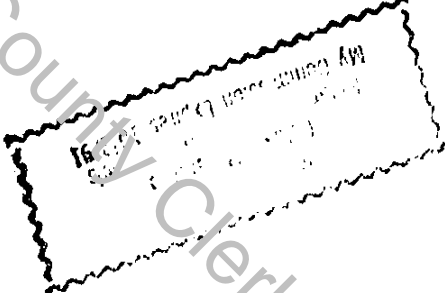
purposes therein set forth.

Given under my hand and Notarial Seal, this _____ day of _____, 19__

My Commission Expires: _____

Notary Public

[Signature]



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COOK COUNTY CLERK'S OFFICE

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OFFICIAL SEAL
SUSAN P. BLACK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. OCT 18, 1991

MY COMMISSION EXPIRES:

Susan P. Black
Notary Public

I, *Susan P. Black*, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jerry P. Foley, managing general partner of Woodfair/DMT Venture, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of March, 1989.

STATE OF ILLINOIS)
COUNTY OF Cook)
SS)

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Lots 1 and 2 in Seven Woodfield Lakes, being a Subdivision in the North East 1/4 of Section 14, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded September 10, 1986 as Document Number 86404025, in Cook County, Illinois.

Description of Real Property

ASSIGNMENT OF RENTS AND LEASES

TO

EXHIBIT A

89152535

DBY9366E-386

Property of Cook County

1. That certain Lease Agreement dated as of April 1, 1989, between Direct Marketing Technology, Inc., an Illinois corporation, as Tenant, and American National Bank and Trust Company of Chicago, not personally, but as Trustee under that certain Trust Agreement dated September 1, 1985 and known as Trust Number 65963, as Landlord.
2. That certain Sublease Agreement dated November 21, 1986, between Computer Strategy Coordinators, Inc., as Tenant, and Direct Marketing Technology, Inc., an Illinois corporation, as Landlord.
3. That certain Sublease Agreement dated April 27, 1987, as amended on August 1, 1988, between First Travel Card, Ltd., as Tenant, and Direct Marketing Technology, Inc., an Illinois corporation, as Landlord.

Schedule of Leases

ASSIGNMENT OF RENTS AND LEASES

TO

EXHIBIT B