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C. As additional security for the payment of loan, interest and all other sums due and owing to Assignee pursuant to Note (collectively "Indebtedness"), and the performance of all of the terms, covenants, conditions and agreements contained in Mortgage, commitment issued by Assignee in favor of Beneficiary, dated April 5, 1989, as amended, and "Other Loan Documents" (as such term is defined in Mortgage) (Note, Mortgage and Other Loan Documents collectively "Loan Papers"), Assignor agreed to assign to Assignee

B. Trust and/or Beneficiary, as landlord, executed the lease agreements and entered into other letting and rental agreements applicable to the use and occupancy of Mortgaged Premises, either orally or in writing, more specifically set forth on Exhibit "B" attached hereto and made a part hereof ("Existing Leases") with the tenants named thereon ("Tenants").

A. Trust executed and delivered note of even date herewith ("Note"), payable to the order of Assignee, in the principal amount of FIVE MILLION AND NO/100 DOLLARS (\$5,000,000.00) ("Loan") and, as security therefor, executed and delivered to Assignee its mortgage, of even date with Note ("Mortgage"), conveying the land legally described on Exhibit "A" attached hereto and made a part hereof ("Land") and the improvements constructed and to be constructed thereon ("Improvements") (Land and Improvements collectively "Mortgaged Premises").

R E E L A S E

THIS SPECIFIC ASSIGNMENT OF LEASES AND ASSIGNMENT OF RENTS AND LEASES, made this 30th day of JUNE, 1989, by First State Bank and Trust Company of Park Ridge, not personally but solely as Trustee pursuant to Trust Agreement dated February 16, 1988 and known as Trust Number 1874 ("Trust"), and 189 Madison Partnership, an Illinois general partnership, the sole beneficiary of Trust ("Beneficiary") (Trust and Beneficiary collectively "Assignor"), in favor of THE GREAT-WEST LIFE ASSURANCE COMPANY, having its principal office at 100 Osborne Street North, Winnipeg, Canada R3C3A5 ("Assignee").

SPECIFIC ASSIGNMENT OF LEASES AND ASSIGNMENT OF RENTS AND LEASES

\$23.00

THIS INSTRUMENT PREPARED BY: STEPHEN H. MALATO, ESQ. HINSHAW, CULBERTSON, MOELMANN, HOBAN & FULLER 222 North LaSalle Street Chicago, Illinois 60601

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Great West Loan No. 111-70309 Address: 6558 West 73rd Street Bedford Park, Illinois Tax No(s): 19-30-200-030

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all of its right, title and interest in and to existing Leases and all future lease agreements and other letting or rental agreements applicable to the use and occupancy of mortgaged premises which may be executed or agreed to, either orally or in writing, by Assignor, as landlord, with occupancy tenants of mortgaged premises ("future tenants") at any time hereafter ("future Leases").

NOW, THEREFORE, in consideration of the disbursement of the proceeds of loan by Assignee and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor:

1. Hereby grants a security interest in and sells, assigns, transfers and sets over unto Assignee one hundred per cent (100%) of Assignor's right, title and interest in and to existing Leases and future Leases, together with all rents, income or other sums payable by the provisions of existing Leases and future Leases, including security deposits, guarantees or interests in other forms of collateral given by Tenants and future Tenants to secure the performance of the obligations required of them pursuant thereto ("Rents").

2. Agrees that this assignment is absolute and effective immediately and is made for the purpose of securing the payment of indebtedness and the performance and discharge of each and every obligation, covenant and agreement required of Assignor pursuant to loan papers; PROVIDED, HOWEVER, that until the occurrence of a "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage), Assignee shall not exercise any rights granted to it pursuant hereto and Assignor may receive, collect and enjoy Rents.

3. Represents (in the instance of Trust) and warrants and represents (in the instance of Beneficiary) that:

a). Assignor is the sole owner of one hundred per cent (100%) of the landlord's right, title and interest in and to existing Leases;

b). Existing Leases are valid and enforceable, in accordance with their respective terms, and have not been altered, modified or amended;

c). Tenants are not in default in the performance of any of the terms, covenants, conditions or agreements required of them pursuant to existing Leases; and

d). no part of Rents reserved in existing Leases has been previously assigned and no part of Rents reserved in existing Leases, for any period subsequent to the date hereof, has been collected in advance of the due date thereof.

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4. Shall observe and perform all of the obligations imposed upon the landlord named in Existing Leases and Future Leases and shall:

- a). not do or permit any act or occurrence which would impair the security thereof;
- b). not collect any part of Rents in advance of the time when the same shall become due;
- c). not execute any other assignment of Assignor's interest, as landlord, in Existing Leases, Future Leases or Rents;

d). not alter, modify or change the terms and conditions of Existing Leases or Future Leases, cancel or terminate the same or accept a surrender thereof, without the prior written consent of Assignee;

e). at Assignee's request, execute and deliver all such further assurances and assignments as Assignee shall, from time to time, require; and

f). within ten (10) days following Assignee's request therefor, furnish to Assignee a rent roll certified by Beneficiary as true and correct.

5. Shall have the right, so long as there shall exist no Monetary Default, Non-Monetary Default or default pursuant to Existing Leases and Future Leases ("Lease Default"), to collect Rents, when due but not prior thereto, and retain, use and enjoy the same.

6. Agrees that any time following a Monetary Default, Non-Monetary Default or Lease Default, Assignee may, at its option, either in person or through its agent or a receiver appointed by a court of competent jurisdiction, without notice, in any way, waiving such Monetary Default, Non-Monetary Default or Lease Default, as the case may be, and without regard to the adequacy of the security for indebtedness and with or without instituting any action or proceeding:

- a). to the extent permitted by law, take possession of Mortgaged Premises and hold, manage, lease and operate the same on such terms and for such periods of time as Assignee may deem proper;

- b). with or without taking possession of Mortgaged Premises, in its own name, institute suit or otherwise collect and receive Rents, including Rents past due and unpaid, with full power to make, from time to

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7. c). apply Rents to the payment of:

1). all costs and expenses incurred in managing Mortgaged Premises (including, but not limited to, the salaries, fees and wages of the managing agent thereof and other employees of Assignor);

ii). all expenses of operating and maintaining Mortgaged Premises (including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and other liens and premiums for all insurance coverages which Assignor may deem necessary);

iii). all costs of alteration, renovation, repair or replacement of Mortgaged Premises;

iv). all expenses incident to the taking and retaining of possession of Mortgaged Premises; and

v). Indebtedness and all costs, expenses and attorneys' fees incurred by Assignor by reason hereof;

and to the extent permitted by law apply the same in such order of priority as Assignor, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

7. Assignor agrees that Assignor shall not be:

a). Liable for any loss sustained by Assignor resulting from Assignor's failure to let Mortgaged Premises following the occurrence of a Monetary Default, Non-Monetary Default or Lease Default or by reason of any other act or omission of Assignor in managing Mortgaged Premises thereafter, unless such loss is caused by the willful misconduct or gross negligence of Assignor.

b). Obligated to perform or discharge, nor does Assignor hereby undertake to perform or discharge, any obligation, duty or liability of Assignor pursuant hereto or pursuant to Existing Leases and future Leases and Assignor shall, and does hereby agree, to indemnify Assignor for, and hold Assignor harmless from, any and all liability, loss or damage which may or might be incurred by reason thereof and from any

time, all alterations, renovations, repairs or replacements thereto or thereof, as Assignor may deem proper; and

c). apply Rents to the payment of:

1). all costs and expenses incurred in managing Mortgaged Premises (including, but not limited to, the salaries, fees and wages of the managing agent thereof and other employees of Assignor);

ii). all expenses of operating and maintaining Mortgaged Premises (including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and other liens and premiums for all insurance coverages which Assignor may deem necessary);

iii). all costs of alteration, renovation, repair or replacement of Mortgaged Premises;

iv). all expenses incident to the taking and retaining of possession of Mortgaged Premises; and

v). Indebtedness and all costs, expenses and attorneys' fees incurred by Assignor by reason hereof;

and to the extent permitted by law apply the same in such order of priority as Assignor, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

7. Assignor agrees that Assignor shall not be:

a). Liable for any loss sustained by Assignor resulting from Assignor's failure to let Mortgaged Premises following the occurrence of a Monetary Default, Non-Monetary Default or Lease Default or by reason of any other act or omission of Assignor in managing Mortgaged Premises thereafter, unless such loss is caused by the willful misconduct or gross negligence of Assignor.

b). Obligated to perform or discharge, nor does Assignor hereby undertake to perform or discharge, any obligation, duty or liability of Assignor pursuant hereto or pursuant to Existing Leases and future Leases and Assignor shall, and does hereby agree, to indemnify Assignor for, and hold Assignor harmless from, any and all liability, loss or damage which may or might be incurred by reason thereof and from any

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a). Any good faith affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee, setting forth that any part of indebtedness remains unpaid, shall be and constitute evidence of

9. Agrees that:

- a). waste committed on mortgaged premises by tenants, future tenants or any other party;
- b). dangerous or defective condition of mortgaged premises; or
- c). negligence in the management, upkeep, repair or control of mortgaged premises resulting in loss, injury or death to any tenant, future tenant, licensee, employee or stranger.

8. Agrees that, except as otherwise herein provided, this assignment shall not operate to place upon Assignee any responsibility for the control, care, management or repair of mortgaged premises or for the performance of any of the terms, covenants, conditions and agreements required of Assignor, as landlord, pursuant to existing leases and future leases nor is the same intended to make Assignee responsible or liable for any:

If Assignee incurs any liability pursuant hereto or pursuant to existing leases and future leases or in defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees (exclusive of any costs, expenses and attorneys' fees incurred by Assignee by reason of its negligence, willful misconduct or acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to existing leases and future leases), shall be secured by mortgage and Assignor shall reimburse Assignee therefor, immediately upon demand, PROVIDED THAT no personal liability shall be imposed upon Assignor. In the event of the failure of Assignor to do so, Assignee may, at its option, declare indebtedness immediately due and payable.

and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants, conditions and agreements required of Assignor pursuant hereto or pursuant to existing leases and future leases; PROVIDED, HOWEVER, that such indemnification shall not include any liability, loss or damage which may be incurred by Assignee by reason of the willful misconduct or gross negligence of Assignee or its acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to existing leases and future leases.

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If to Trust, at 607 East Devon, Park Ridge, Illinois 60068, with copies thereof to Beneficiary and to Jules A. Laser, Esq., 30 North Lasalle Street, Chicago, Illinois 60602 ("Notice Receiver"); and
If to Beneficiary, c/o Jules M. Laser, 30 North Lasalle

13. Agrees that any notices to be served pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over-night" courier service providing one (1) day service (which shall be deemed to have been received on the date of delivery thereof), or by United States certified or registered mail, postage prepaid (which shall be deemed to have been received three [3] days following the postmark date thereof), to Assignor and "Notice Receiver" (hereafter defined) at the addresses set forth below or to such other address as Assignor or Notice Receiver may direct in writing:

12. Agrees that nothing contained herein and no act done or omitted to be done by Assignor pursuant to the powers and rights granted to it hereunder shall be deemed to be a waiver by Assignor of its rights and remedies pursuant to Loan Papers and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignor and to enforce any security thereon in its possession may be exercised by Assignor either prior to, concurrently with or subsequent to any action taken by it pursuant hereto.

11. Agrees that the terms "Existing Leases" and "Future Leases" shall include any subleases thereof and all extensions or renewals of Existing Leases, Future Leases and subleases thereof.

10. Agrees that Assignor may take or release any other security given for the payment of Indebtedness, release any party primarily or secondarily liable thereon and apply any other security, in its possession, to the satisfaction of Indebtedness, without prejudice to any of its rights pursuant hereto.

b). Upon payment of Indebtedness in full, this Assignment shall be null and void.

the validity, effectiveness and continuing force and effect of this Assignment (all persons being hereby authorized to rely thereon); and Assignor hereby authorizes and directs Tenants, Future Tenants or other occupants of Mortgaged Premises, upon receipt from Assignor of written notice to the effect that Assignor is then the holder of Loan Papers and that a Monetary Default, Non-Monetary Default or Lease Default has occurred, to pay Rents to Assignor until otherwise notified by Assignor to the contrary.

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(a) all loss, damage, cost and expenses (including attorneys' fees) suffered by Assignee as a result of the intentional or gross negligent waste of Mortgaged

of Assignee to recover from beneficiary: contained herein shall be deemed to prejudice the rights any successor in title to Trust, PROVIDED THAT nothing be instituted, sought, taken or obtained against Trust or Premises, Other Security and the proceeds thereof) shall for indebtedness (following the application of Mortgaged upon exercise of this Assignment and no deficiency judgment shall look solely to Mortgaged Premises and Other Security Except as in Commitment and Loan Papers provided, Assignee

(2) In the event that Assignor shall default in any of the terms and conditions required of Assignor pursuant to Commitment or if a Monetary Default or Non-Monetary Default shall occur or upon maturity of indebtedness, whether by acceleration, passage of time or otherwise, the recourse of Assignee shall be limited to judicial foreclosure of Mortgaged Premises or the exercise of other remedies set forth in Commitment and Loan Papers and, subject to the limitations expressly set forth therein, there shall be no personal liability of Trust for the payment of indebtedness.

(1) Nothing in Loan Papers contained shall be construed as establishing any personal liability upon Trust, personally, to pay indebtedness or to perform any of the terms, covenants, conditions and agreements herein or therein contained, all such personal liability being hereby expressly waived by Assignee; Assignee's only recourse against Trust being against Mortgaged Premises and other property given as security for the payment of indebtedness ("Other Security"), in the manner provided in Loan Papers and by law.

This Assignment is executed by Trust, not personally but solely as trustee under the terms of the aforesaid Trust Agreement, solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trust hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that:

14. Agrees that this Assignment and all covenants and warranties herein contained shall inure to the benefit of Assignee, its successors, assigns, grantees and legal representatives and shall be binding upon Assignor, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives.

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IN WITNESS WHEREOF, Trust and Beneficiary have caused this Assignment to be executed by their respective duly authorized officers and partners, as of the day and year first above written.

Nothing contained in Loan Papers to the contrary notwithstanding shall be deemed to release, affect or impair indebtedness or the rights of Assignee to enforce its remedies pursuant hereto and to Loan Papers, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.

Non-Monetary Default.

remedies available to it for any Monetary Default or thereof or any other exercise by Assignee of any survive foreclosure of Mortgage or a deed in lieu is defined in Mortgage), and such liability shall Premises of any "Hazardous Substances" (as such term disposal or presence on, under or about Mortgaged storage, release, threatened release, discharge, arising out of or attributable to the use, generation, reasonable attorneys' fees, directly or indirectly liabilities, including, without limitation, all any and all of Assignee's costs, expenses, damages or (f)

not paid as provided in Commitment; and preparation and issuance of Commitment and Loan Papers any part of fees or payments associated with the (e)

all "Proceeds" and "Awards" (as such terms are defined in Mortgage) in respect of Mortgaged Premises which are applied by Assignor in contravention of the provisions of Loan Papers; (d)

all rents from Mortgaged Premises collected by Assignor more than one (1) month in advance which are not earned at the time of occurrence of any Monetary Default or Non-Monetary Default pursuant to Loan Papers and which are not applied to payment of indebtedness or other sums or to payment of the normal operating expenses of Mortgaged Premises; (c)

all rents, revenues, issues and profits from Mortgaged Premises received by Assignor during the period of any Monetary Default or Non-Monetary Default or after acceleration of indebtedness and other sums owing under Loan Papers, and not applied to payment of such indebtedness or other sums or to payment of the normal operation expenses of Mortgaged Premises; (b)

Premises or as a result of the breach or inaccuracy of any warranty or representation made by Beneficiary in Loan Papers;

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FIRST STATE BANK AND TRUST COMPANY OF PARK
RIDGE, not personally but solely as trustee
atoredad

By Walter D. ...
Title: Assistant Trust Officer

ATTEST:



Title: Assistant Trust Officer

189 MADISON PARTNERSHIP,
an Illinois general partnership

By [Signature]
General Partner

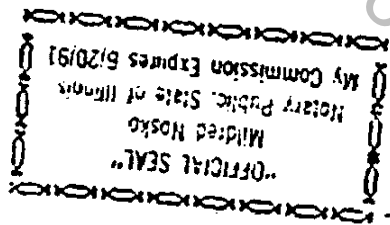
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My Commission Expires June 20, 1991

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

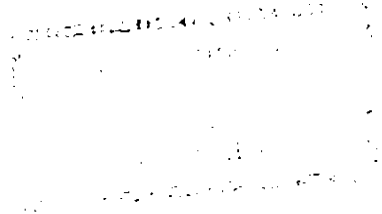
The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Carolyn S. Sims, Assistant Trust Officer of FIRST STATE BANK AND TRUST COMPANY OF PARK RIDGE ("Trust") and Tom Olen, Assistant Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of Trust, for the uses and purposes therein set forth; and the said Assistant Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of Trust, did affix the said corporate seal thereof to said instrument as his own free and voluntary act, and as the free and voluntary act of Trust, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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OFFICIAL SEAL
DEBORAH A. SLEPRAWIC
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6/19/91

My Commission Expires 6-19-91

Notary Public

Deborah A. Slepawic

day of

GIVEN under my hand and Notarial Seal this 27th day of July, 1989.

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that 11111 11111 is personally known to me to be a general partner of 189 Madison partnership, an Illinois general partnership ("partnership"), and subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of partnership, for the uses and purposes therein set forth

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

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That part of the North East 1/4 of Section 30, Township 38 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the intersection of the North line of West 73rd Street (being a line 1303.00 feet South of, measured at right angles, and parallel to the North line of said Section 30), and the West line of South Narragansett Avenue (being a line 50.0 feet West of, measured at right angles, and parallel to the East line of said Section 30); thence Westerly along the aforesaid North line of West 73rd Street 932.0 feet to the point of beginning of land herein described; thence continue Westerly along the aforesaid North line of West 73rd Street 488.606 feet to a point 1158.0 feet Easterly of (as measured along said North line of West 73rd Street) the West line of the North East 1/4 of said Section 30; thence North at right angles to the said North line of West 73rd Street 1103.00 feet to a point on the South line of the Commonwealth Edison Company right of way (being a line 200.0 feet South of, measured at right angles, and parallel to the North line of said Section 30); thence Easterly along said South line of the Commonwealth Edison Company right of way 488.606 feet to a point on a line drawn at right angles to the North line of West 73rd Street through the point of beginning of land herein described; thence Southerly along said right angles line 1103.00 feet to the point of beginning; in Cook County, Illinois.

LEGAL DESCRIPTION OF THE PREMISES

EXHIBIT A

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EXHIBIT "B"

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SCHEDULE OF LEASES

<u>Tenant</u>	<u>Date of Lease</u>	<u>Lease Term</u>
Unit Distribution of Illinois, Inc.	February 16, 1988	10 years