

NOW, THEREFORE, in consideration of the disbursement of the proceeds of Loan by Assignee and for other good and valuable

C. As additional security for the payment of Loan, interest and all other sums due and owing to Assignee pursuant to Note, Mortgage and "Other Loan Documents" (as such term is defined in Mortgage) (collectively "Indebtedness"), and the performance of all of the terms, covenants, conditions and agreements contained in Note, Mortgage and Other Loan Documents (collectively "Loan Papers"), Assignor agreed to assign to Assignee all of its right, title and interest in and to Lease and Future Leases (as hereinafter defined).

B. Trust or its predecessor in title, as landlord, executed a certain lease agreement ("Lease") with the occupancy tenant of Mortgaged Premises ("Tenant"). Lease is described on Exhibit "B" attached hereto.

A. Trust executed and delivered its Adjustable Rate Mortgage Note ("Note") of even date herewith, payable to the order of Assignee, in the principal amount of SIX HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$675,000.00) ("Loan") and, as security therefor, executed and delivered its Mortgage ("Mortgage") of even date herewith, in favor of Assignee, conveying certain land situated in the Village of Northbrook, Cook County, Illinois, legally described on Exhibit "A" attached hereto ("Land") and the improvements situated thereon ("Improvements") (Land and Improvements collectively "Mortgaged Premises").

R E C I T A L S :

THIS ASSIGNMENT OF LEASES AND RENTS, made this 14<sup>th</sup> day of July, 1989, by COLE TAYLOR BANK/DRIVERS, an Illinois corporation not personally, but solely as Trustee pursuant to the provisions of a Trust Agreement dated July 14, 1989 and known as Trust No. 89-1067 ("Trust") and M & H Partnership, an Illinois limited partnership, the owner of One Hundred Percent (100%) of the beneficial interest of Trust ("Beneficiary") (Trust and Beneficiary collectively, "Assignor") in favor of GREAT NORTHERN INSURED ANNUITY CORPORATION, a Washington corporation ("Assignee");

ASSIGNMENT OF LEASES AND RENTS

PREPARED BY AND MAIL TO:  
Michael J. Regan  
Hinshaw, Culbertson, Moelmann,  
Hoban & Fuller  
222 N. LaSalle Street  
Chicago, Illinois 60601-1081  
ADDRESS:  
1835 Raymond Drive,  
Northbrook, Illinois 60062  
P.I.N.: 04-15-303-006-000

LOAN NO. 00946

89333605

RAYMOND-4/MJRegan/062389

Box 333

89333605

72-05-777 D2

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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 percent (100%) of Assignor's right, title and interest in and to Lease, together with all rents, income or other sums payable by the provisions thereof ("Rent") and, at the option of Assignee, all future lease agreements which may be executed by Trust and/or Beneficiary as Landlord, with occupancy tenants of Mortgaged Premises ("Future Tenants"), at any time hereafter ("Future Leases"), and all rents, income or other sums payable by the provisions of Future Leases ("Future Rents"), it being the intention of Assignor to make and establish an absolute transfer and assignment of Lease, Rent, Future Leases and Future Rents.

2. Agrees that this Assignment is made for the purpose of securing payment of indebtedness and the performance and discharge of each and every obligation, covenant and agreement required pursuant to Loan Papers.

3. Represents and covenants that:

(a) Assignor is the sole owner of one hundred percent (100%) of Landlord's right, title and interest in and to Lease;

(b) Lease is valid and enforceable and has not been altered, modified or amended since the date the same were delivered to Assignee;

(c) to the best of its knowledge, Tenant is not in default in the performance of any of the terms, covenants, conditions or agreements required of Tenant pursuant to Lease; and

(d) no part of Rent has been previously assigned and no part thereof for any period subsequent to the date hereof, except for the current month, has been collected in advance of the due date thereof.

4. Shall observe and perform all of the obligations imposed upon Assignor, as Landlord, pursuant to Lease 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 Rent or Future Rents in advance of the time when the same shall become due (excluding security deposits);

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(c) apply Rent and Future Rents to the payment of: (i) all costs and expenses incurred in managing Mortgaged

(b) with or without taking possession of Mortgaged Premises, in its own name, institute suit or otherwise collect and receive Rent and Future Rents, including Rent and Future Rents past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as Assignee may deem proper; and

(a) 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;

6. Agrees that at any time following a Monetary or Non-Monetary 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 and without, in any way, waiving such Monetary Default or Non-Monetary Default and without regard to the adequacy of the security for "indebtedness" as such term is defined in Mortgage) and with or without instituting any action or proceeding:

5. Agrees that this Assignment is absolute and is effective immediately, PROVIDED HOWEVER, that Assignor shall have the right, so long as no "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage) shall exist, to collect Rents and Future Rents, when due but not prior thereto, and retain, use and enjoy the same.

(f) not execute Future Leases having lease terms of more than five (5) years without the written consent of Assignee which consent shall not be unreasonably withheld or delayed.

(e) at Assignee's request, execute and deliver all such further assurances and assignments as Assignee shall, from time to time, require with respect to Lease and Future Leases; and

(d) not alter, modify or change the terms and conditions of Lease or Future Leases, cancel or terminate the same or accept a surrender thereof, other than in the normal course of business, without the prior written consent of Assignee which shall not be unreasonably withheld or delayed;

(c) not execute any other assignment of Assignor's interest, as landlord, in Lease, Future Leases, Rent or Future Rents, without Assignee's prior written consent;

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obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of Assignor pursuant hereto or pursuant to Lease and Future Leases and, with respect thereto, Assignor shall, and does hereby agree to indemnify Assignee for and hold Assignee harmless from any and all liability, loss or damage which may or might be incurred by reason thereof and from any 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 Lease and Future Leases, PROVIDED THAT such indemnification shall not include any liability, loss or damage which may be incurred by Assignee by reason of its negligence or acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Lease and Future Leases.

(b)

liable for any loss sustained by Assignor resulting from Assignee's failure to let Mortgaged Premises following the occurrence of a Monetary Default or Non-Monetary Default or by reason of any other act or omission of Assignee in managing the same following such Monetary Default or Non-Monetary Default, other than any loss or damage which may be incurred by Assignor by reason of Assignee's negligence or acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Lease and Future Leases; or

(a)

7. Agrees that Assignee shall not be:

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 Assignee 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 thereof; and (v) Indebtedness and all costs, expenses and attorneys' fees incurred by Assignee by reason hereof; and apply the same in such order of priority as Assignee, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

Office



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PLEASE RETURN  
this document to the office of the Cook County Clerk, 100 North Dearborn Street, Chicago, Illinois 60602. If you are unable to return this document, please contact the office at (773) 309-3000. This document is the property of the Cook County Clerk's Office and is loaned to you for your use only. It is not to be reproduced, distributed, or otherwise used for any purpose other than that for which it was originally intended. If you have any questions regarding this document, please contact the office at (773) 309-3000.

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

9. Agrees that any 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 the validity, effectiveness and continuing force and effect of this Assignment (all persons being hereby authorized to rely thereon). Assignor hereby authorizes and directs Tenant, Future Tenants or other occupants of Mortgaged Premises, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of Loan Papers and that a Monetary Default or Non-Monetary Default exists pursuant thereunder or pursuant thereto, to pay Rent and Future Rents to Assignee until otherwise notified by Assignee, in writing, to the contrary.

- (a) waste committed on Mortgaged Premises by Tenant, 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 Tenants, licensee, employee or stranger.

8. Agrees that this Assignment shall not operate to place upon Assignee any responsibility, prior to the exercise of Assignee's rights pursuant hereto, 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 Lease and Future Leases nor is the same intended to make Assignee responsible or liable for any:

If Assignee incurs any liability pursuant to this Assignment of Leases and Rents or pursuant to Lease and Future Leases or in defense of any such claim or demand, the amount thereof (including costs, expenses and reasonable attorneys' fees but exclusive of any costs, expenses and attorneys' fees incurred by Assignee by reason of its acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Lease and Future Leases) shall be secured by Mortgage and Other Loan Documents and Assignor shall reimburse Assignee therefor, immediately upon demand and in the event of the failure of Assignor so to do, Assignee may, at its option, declare Indebtedness immediately due and payable.

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2025/05/01

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of May, 2025.

CLERK OF COURT

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15. 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 and its successors, assigns, grantees and legal representatives.

14. Agrees that in the event of any conflict between the terms hereof and the terms of Mortgage, the terms of this Assignment shall prevail.

Cole Taylor Bank/Drivers, as Trustee under Trust No. ~~6075~~, 1542 W. 47th Street, Chicago, Illinois 60609, Attn: Land Trust Dept., with a copy to M & R Partnership, 900 Pine Tree Lane, Winnetka, Illinois 60093, Attn: M.J. Robinson.

89-1067  
If to Trust and/or Beneficiary:

Attention: Mortgage Loan Department, P.O. Box 490, Seattle, Washington 98111-0490.

If to Assignee:

13. Agrees that any notices to be served pursuant hereto shall be sufficient if delivered personally or by "over night" courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States Certified or Registered Mail, postage prepaid (which shall be deemed received three [3] days following the postmark date thereof), to Assignee and Assignor as follows:

(a) the right of Assignee to collect indebtedness and to enforce any security therefor in its possession may be exercised by Assignee either prior to, concurrently with or subsequent to any action taken by it pursuant hereto.

(b) this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee thereunder; and

(a) nothing contained herein and no act done or omitted to be done by Assignee pursuant to the powers and rights granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies pursuant to Loan Papers;

12. Agrees that:

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

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the Court

\_\_\_\_\_  
Attorney at Law

\_\_\_\_\_  
Attorney at Law

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Attorney at Law

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Attorney at Law

\_\_\_\_\_  
Attorney at Law

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Being all of the general partners of said partnership

HARRIET ROBINSON, general partner

By: *[Signature]*

MARVIN J. ROBINSON, general partner

By: *[Signature]*

M & H PARTNERSHIP, an Illinois limited partnership

BENEFICIARY:

TRUST SECRETARY

Title: *[Signature]*

By: *[Signature]*

ATTEST: *[Signature]*

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1989 JUL 21 PM 2:18

FILED FOR RECORD  
COOK COUNTY CLERK

TRUST OFFICER

By: *[Signature]*

COLE TAYLOR BANK/DRIVERS, not personally but solely as trustee aforesaid

TRUST:

IN WITNESS WHEREOF, Assignor has executed this Assignment of Leases and Rents on the day and year first above written.

17. Indebtedness is a non-recourse obligation of Trust. It is expressly understood and agreed that nothing herein or in Loan Papers contained shall be construed as establishing any personal liability on Trust to pay indebtedness or to perform any of the conditions herein or therein contained, all such personal liability being expressly waived by Assignee; Assignee's only recourse against Assignor being against mortgaged premises and other property given as security for the payment of indebtedness, in the manner herein, in Loan Papers and by law provided, NOTWITHSTANDING THE FOREGOING, nothing contained herein or in Loan Papers shall be deemed to have released beneficiary from personal liability under that certain guaranty and personal liability agreement of even date herewith, executed by Beneficiary in favor of Assignee.

16. Upon the payment in full of indebtedness and provided Assignor has no continuing obligations pursuant to Loan Papers, this Assignment shall be null and void and an appropriate instrument of reconveyance or release shall be promptly made by Assignee to Assignor, at Assignor's expense.

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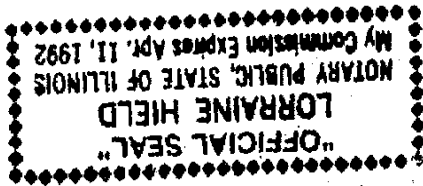
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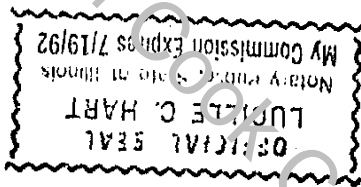


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My commission expires:

Given under my hand and Notarial Seal this 17 day of July, 1989.

I, LORRAINE HIELD, a Notary Public in and for and residing in said County in the State aforesaid, DO HEREBY CERTIFY that MARVIN J. ROBINSON and HARRIET ROBINSON personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.



My commission expires:

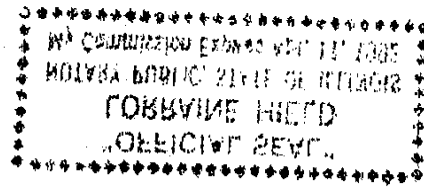
Given under my hand and Notarial Seal this 17th day of July, 1989.

I, The Undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that William McShane, TRUST OFFICER, President of COLE TAYLOR BANK/DROVERS ("Bank"), and Ives Thornton, ASST. SECRETARY, such TRUST OFFICER, President and ASST. SECRETARY, aforesaid, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Secretary thereof, personally known to me to be the same persons subscribed to the foregoing instrument, 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 Bank, for the uses and purposes therein set forth; and the said ASST. SECRETARY did also then and there acknowledge the same to be the free and voluntary act of Bank, did affix the same to said instrument as his own free and voluntary act and as the free and voluntary act of Bank, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS.



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20250000

IN SENATE

NOVEMBER 1957

OF THE

LEGISLATURE

REPORT

OF THE

COMMISSION

ON THE

REVENUE

AND

FINANCE

FOR THE YEAR

1957

1957

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EXHIBIT "A"

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P.I.N. 04-15-303-006-0000

60062

Commonly known as: 1835 Raymond Drive, Northbrook, Illinois

LOT 9 IN GLENBROOK INDUSTRIAL PARK UNIT 2 BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH WEST 1/4 (EXCEPT THE NORTH 600 FEET THEREOF) AND THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WESTERLY OF A LINE 100 FEET WEST OF THE CENTER LINE OF MOST WESTERLY TRACT OF THE CHICAGO MILWAUKEE ST. PAUL AND PACIFIC RAILROAD COMPANY IN COOK COUNTY, ILLINOIS.

LEGAL DESCRIPTION

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EXHIBIT "B"

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LESSEE

American Metal Ware  
Company

LEASE

DATE OF LEASE

March 19, 1973

INITIAL LEASE TERM

25 years

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2008/11/02

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

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