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COOK COUNTY, ILLINOIS
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COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

This COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S) is made August 22, 1990, between NBD TRUST COMPANY OF ILLINOIS, as Trustee under a Trust Agreement dated July 24, 1990 and known as Trust 52814-SK, (hereinafter referred to as "Assignor") and NBD SKOKIE BANK, N.A., a national banking association, having an office at 8001 Lincoln Avenue, Skokie, IL 60077 (hereinafter referred to as "Assignee").

W I T N E S S :

WHEREAS, Assignor is indebted to Assignee in the principal amount of \$196,500 together with interest thereon from and after the date hereof at the rates provided in that Mortgage Note ("Mortgage Note") of even date herewith;

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage of even date herewith, to secure said Mortgage Note on certain real estate in the County of Cook, State of Illinois, legally described below:

PARCEL 1: LOT A (EXCEPT THAT EAST 265 FEET AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF SAID LOT) AND (EXCEPT THE SOUTH 132 FEET AS MEASURED ON THE WEST LINE OF SAID LOT) IN JOHN REINBERG'S CONSOLIDATION OF LOT 6 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD AND OF LOTS 55 AND 56 IN JAMES OHLINGS SUBDIVISION AND OF ALL OF 16 FEET VACATED ALLEY LYING WEST AND NORTH OF SAID LOT 6 AND EAST AND SOUTH OF SAID LOTS 55 AND 56 AND ALL OF VACATED RIDGEWAY AVENUE, LYING WEST OF SAID LOTS 55 AND 56 AND WEST OF SOUTH ALLEY AND SOUTH OF LOT 4, EAST OF LOT 5 AND WEST OF LOT 6 AND NORTH OF SOUTH LINE OF LOT 6 EXTENDED WEST TO SOUTH EAST CORNER OF SAID LOT 5 IN REINBERG'S SUBDIVISION.

PARCEL 2: ALSO THE EAST 82 FEET (MEASURED AT RIGHT ANGLES TO THE EAST LINE), EXCEPT THE SOUTH 132 FEET (MEASURED ON THE EAST LINE) OF LOT 5 IN JOHN REINBERG'S MORSE AVENUE ADDITION TO LINCOLNWOOD, BEING A RESUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 3732 W. MORSE AVENUE, LINCOLNWOOD, IL

PERMANENT INDEX NO.: 10-35-126-030-0000; 10-35-126-023-0000

including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, Assignor is the lessor of the lease described below:

72-71-536 D2

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JC Jones

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COLLATERAL ASSIGNMENT OF RECEIVABLES AND ACCOUNTS

This collateral assignment of receivables and accounts (hereinafter referred to as the "Assignment") is made this 15th day of August, 1980, between the undersigned Assignor, [Name], a resident of Cook County, Illinois, and the undersigned Assignee, [Name], a resident of Cook County, Illinois.

WITNESSETH

THAT the Assignor is indebted to the Assignee in the amount of \$100,000 (one hundred thousand dollars) as evidenced by the promissory note and mortgage recorded in Cook County, Illinois, on the date hereof.

WHEREAS, the Assignor has executed and delivered to the Assignee the assignment of all of his right, title and interest in all accounts receivable, notes, and other debts due or to become due to him by third parties, and

WHEREAS, the Assignor has executed and delivered to the Assignee the assignment of all of his right, title and interest in all accounts receivable, notes, and other debts due or to become due to him by third parties, and

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WHEREAS, the Assignor has executed and delivered to the Assignee the assignment of all of his right, title and interest in all accounts receivable, notes, and other debts due or to become due to him by third parties, and

WHEREAS, the Assignor has executed and delivered to the Assignee the assignment of all of his right, title and interest in all accounts receivable, notes, and other debts due or to become due to him by third parties, and

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<u>NAME OF TENANT</u>	<u>LEASE DATE</u>	<u>LEASE TERM</u>	<u>MONTHLY RENTAL</u>
FOUR STAR MARKETING, INC.	8/21/90	8/22/90-8/31/95	\$2,400

WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessee) under certain other oral or written leases of all or part of the Mortgaged Premises involving the above described real property; and

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said Mortgage Note, Mortgage, and any and all amendments, extensions, and renewals thereof, the above described lease and all other leases affecting the Mortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the aforesaid Agreement,

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the Mortgage or Mortgage Note, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assignee may designate in writing, delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Agreement, the Mortgage and this Assignment at any and all times hereafter, without notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Mortgage and the Agreement, and the Mortgage Note, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the

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negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Mortgage, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Mortgage, or the aforesaid Agreement, or the Mortgage Note, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Mortgage, or the aforesaid Agreement, the Mortgage Note or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by

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responsibility of Assignee and its agents in the event of any injury or death to any lessee, in whole or in part, arising out of or in connection with the use of the premises.

Any amounts collected hereunder by Assignee or its agents in excess of those applied to pay in full the obligations of lessee and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions of the term of the lease, Assignor shall remain liable for the payment of the rent and other obligations of lessee under the lease, and shall not be relieved of its obligations hereunder by the assignment of the lease to any other party. Assignor shall remain liable for the payment of the rent and other obligations of lessee under the lease, and shall not be relieved of its obligations hereunder by the assignment of the lease to any other party. Assignor shall remain liable for the payment of the rent and other obligations of lessee under the lease, and shall not be relieved of its obligations hereunder by the assignment of the lease to any other party.

Assignor shall remain liable for the payment of the rent and other obligations of lessee under the lease, and shall not be relieved of its obligations hereunder by the assignment of the lease to any other party. Assignor shall remain liable for the payment of the rent and other obligations of lessee under the lease, and shall not be relieved of its obligations hereunder by the assignment of the lease to any other party.

Assignor shall remain liable for the payment of the rent and other obligations of lessee under the lease, and shall not be relieved of its obligations hereunder by the assignment of the lease to any other party. Assignor shall remain liable for the payment of the rent and other obligations of lessee under the lease, and shall not be relieved of its obligations hereunder by the assignment of the lease to any other party.

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mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the Agreement or the Mortgage. Any Lessee of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Mortgage, the aforesaid Agreement or the Mortgage Note, or this Assignment) and directed to pay Assignor the security deposit set forth in its leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Mortgage to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, Assignor has caused these presents to be signed, all as and on the day, month, and year first above written.

NBD TRUST COMPANY OF ILLINOIS,
not personally, but as Trustee
aforesaid under Trust 52814-SK

By:


Title: Assistant Vice-President

ATTEST:


Title: Assistant Secretary

See Trustee's Rider attached hereto and made a part hereof.

This instrument was prepared by and when recorded mailed to
William B. Weidenaar
One N. La Salle Street
Chicago, Ill. 60602

Box 333

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... United States registered call...
... the lease...
... and all...
... shall be paid and performed...
... in the same manner as if the...
... without...
... of the...
... on any part...
... or any part...
... in advance, and any...
... of such...
... full... to Lessee...

Any Lessee of the Mortgaged...
is authorized... to...
... the...
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... to...
... and...
... shall...
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... shall...
... to...
... to...

This instrument is a...
... with...
... all...
... the...
... to...
... to...

IN WITNESS WHEREOF...
... signed... on the...

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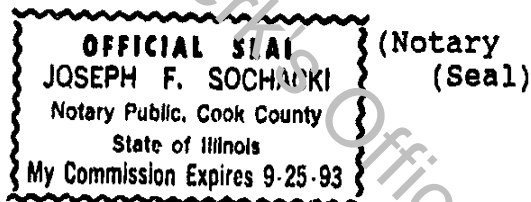
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STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, Joseph F. Sochacki, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that George J. Logan, Assistant Vice, President of NBD TRUST COMPANY OF ILLINOIS, as Trustee under a Trust Agreement dated July 24, 1990 and known as Trust 52814-SK, and Richard M. Jung, Assistant, Secretary of NBD TRUST COMPANY OF ILLINOIS personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 of said NBD TRUST COMPANY OF ILLINOIS, as Trustee under Trust 52814-SK aforesaid, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as custodian for the corporate seal of said NBD TRUST COMPANY OF ILLINOIS, did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said NBD TRUST COMPANY OF ILLINOIS, as Trustee aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22nd day of August, 1990.

Joseph F. Sochacki
Notary Public



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STATE OF ILLINOIS)

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COUNTY OF COOK)

Joseph J. Gachinski
 and for said County, in the County Clerk's Office,
 Joseph J. Gachinski, Clerk of said County,
 of Illinois, as Trustee under a Trust Agreement
 and known as Trust Agreement, and Joseph J. Gachinski,
 Secretary of THE TRUST COMPANY OF ILLINOIS, a
 to be the same persons whose names are contained
 instrument as such Trustee and Secretary, and
 before as this day in person and acknowledged
 before the said Trust Company of Illinois, a
 as said Trust Company of Illinois, a
 established for the purpose of providing
 and the said Trust Company of Illinois, a
 as containing the same provisions as stated
 COMPANY OF ILLINOIS, did enter into the said
 own free and voluntary will, and in full
 said Trust Company of Illinois, a
 use and purposes therein set forth.

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Given under my hand and seal of said County
 this 22nd day of _____, 19__

SEAL OF THE COUNTY CLERK OF COOK COUNTY, ILLINOIS

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This document is executed by NBD TRUST COMPANY OF ILLINOIS, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument. It is expressly understood and agreed by and between the parties hereto, and by every person, firm or corporation hereafter claiming any interest under this document, that NBD TRUST COMPANY OF ILLINOIS, as Trustee aforesaid, and not personally, has joined in the execution of this document for the sole purpose of subjecting the trust estate under said Trust No. 52814-SK to the terms of this document; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said NBD TRUST COMPANY OF ILLINOIS, as Trustee, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 52814-SK or their successors in rights of ownership and control of said Real Estate, and not by NBD TRUST COMPANY OF ILLINOIS, personally, and further, that no duty shall rest upon NBD TRUST COMPANY OF ILLINOIS, either personally or as said Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, expressed or implied, arising under the terms of this document except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 52814-SK and after the Trustee has first been supplied with funds required for the purpose; it is further understood and agreed that the said Trustee has no agents or employees and will merely hold bare legal title to the property herein described; that said Trustee has no control over, and under this document assumes no responsibility for (1) the management or control of such property; (2) the upkeep, inspection, maintenance or repair of such property; (3) the collection of rents or the rental of such property; or (4) the conduct of any business which is carried on upon such premises.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD TRUST COMPANY OF ILLINOIS shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from, or affecting the property or the soil, water, vegetation, buildings, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials; and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflicts between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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