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BOX 333 - 711

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Closing Item No. _____

Property Address: 1801-61 West Golf Road
Schaumburg, Illinois 60194

Permanent Real Estate Tax Index Number: 07-17-100-004

\$2200

PREPARED BY:
Paul F. Schofield
20 South Clark Street
Suite 800
Chicago, Illinois 60603

RETURN TO:
Paul F. Schofield
20 South Clark Street
Suite 800
Chicago, Illinois 60603

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made as of October 1, 1990, is made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under a Trust Agreement dated February 1, 1984 and known as Trust Number 60259 (the "Land Trust") and CHUNG HWA PARK and MOON HWA PARK (collectively the "Borrower"), to FOREA FIRST BANK and LASALLE NATIONAL BANK (the "Assignee").

W I T N E S S E T H:

Land Trust and Borrower, for good and valuable consideration, the receipt of which is hereby acknowledged, do hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Land Trust and Borrower in, to and under the leases of the real estate described in Exhibit "A" attached hereto and made a part hereof ("the Project") whether now in existence or hereafter entered into and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereafter called the "Leases" and all rents, income and profits 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 Project.

SECURITY FOR ASSIGNMENT

1. This Assignment is made for the purpose of securing:

(a) The payment of the indebtedness of Borrower (including any extensions or renewals thereof) evidenced by a certain Loan Agreement, Letter of Credit Reimbursement Agreement (the "Reimbursement Agreement"), Mortgage and other related security agreements (the "Loan Documents") of even date herewith to secure the obligations in the principal sum of \$4,000,000 plus up to 193 days interest thereon secured by a Mortgage of even date herewith

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(b) the payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Loan Agreement, the Reimbursement Agreement, the Mortgage and any of the Loan Documents;

(c) the performance and discharge of each and every term, covenant and condition contained in the Loan Agreement, the Reimbursement Agreement, the Mortgage and the Loan Documents; and

(d) the payment of all other "Indebtedness" as that term is defined in the Reimbursement Agreement;

all subject to any collateral sharing provision of the Request for Confirmation dated as of October 1, 1990 among the Borrower, Korea First Bank and The Northern Trust Company as amended from time to time or any subsequent Request for Confirmation.

REPRESENTATIONS AND COVENANTS OF BORROWER

2. The Borrower covenants and agrees with Assignee as follows:

(a) The sole ownership of the entire lessor's interest in the Leases is, or, as to future Leases, shall be vested in Borrower and Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

(b) The Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

(c) None of the Leases shall be altered, modified, amended, terminated, cancelled, extended, renewed or surrendered nor will rental be collected more than one month in advance nor will any term or condition thereof be waived nor shall Borrower consent to any assignment or subletting by any lessee thereunder without the prior written notice to the Assignee.

(d) There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

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(e) The Borrower shall give prompt notice to Assignee of any notice received by the Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower together with a complete copy of any such notice.

(f) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

(g) The Borrower will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

(h) There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Lease, or any of them, as well as the fee estate in the Project or any interest in such fee estate.

TERMS OF ASSIGNMENT

3. The parties further agree as follows:

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Borrower in writing that a default has occurred under the terms and conditions of the Loan Agreement, the Reimbursement Agreement, the Mortgage or the Loan Documents (which notice is hereafter called a "Notice"), Borrower may receive, collect and enjoy the rents, income and profits accruing from the Project.

In the event of any default at any time in the Loan Agreement, the Reimbursement Agreement, the Mortgage or the Loan Documents, the Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Project and under any and all Leases of all or any part of the Project. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower hereby irrevocably appoints Assignee its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Borrower, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Project, and at Assignee's discretion to file any claim or take any other action or proceeding and

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make any settlement of any claims, either in its own name or in the name of Borrower, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. The lessees of the Project are hereby expressly authorized and directed to pay all amounts due Assignor pursuant to the Leases to Assignee or 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 of all payments so made.

From and after service of a Notice, 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, income and profits assigned hereunder, including the right of Assignee or its Assignee to enter upon the Project, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Project together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower relating thereto, and may exclude the Borrower, its agents and servants, wholly therefrom. The Borrower hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Borrower, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Project and of any indebtedness or liability of Borrower 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 Project or of making the same rentable, attorneys' fees incurred in connection with the enforcement of the Assignment, and of principal and interest payments due from Borrower to the Assignee under the Reimbursement Agreement, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute 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 Borrower in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Project, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Project by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Project or for any negligence in the management, upkeep, repair or control

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of the Project resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Waiver of or acquiescence by Assignee of any default by the Borrower, or failure of the Assignee to insist upon strict performance by the Borrower of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Loan Agreement, the Reimbursement Agreement, the Mortgage, or the Loan Documents, at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices required or permitted under this instrument shall be in writing and shall be either by: (i) hand delivery to the addresses for notices; (ii) delivery by overnight courier service to the addresses for notices; (iii) by regular first class mail, addressed to the addresses for notice by United States Mail, postage prepaid. All notices shall be deemed received upon the earlier to occur of: (i) the hand delivery of such notice to the addresses for notice; (ii) one day after the deposit of such notice with an overnight courier service addressed to the addresses for notice or (iii) three days after depositing the notice in the United States Mail. All notices shall be addressed to the following addresses:

Borrower: Mr. Chung Hwe Park
Ms. Moon Hwa Park
26305 St. Mary's Road
Mettawa, Illinois 50048

and

Mr. Chung Hwe Park
c/o Poplar Creek Plaza
1829 West Golf Road
Schaumburg, Illinois 60194

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Land Trust: American National Bank and Trust Company
of Chicago
Trustee U/T/A 60259
33 North LaSalle street
Chicago, Illinois 60603

Assignee: Korea First Bank
Attn: General Manager
205 North Michigan Avenue
Suite 915
Chicago, Illinois 60601

and

LaSalle National Trust, N.A.
Attention: Trust Department
135 South LaSalle Street
Chicago, Illinois 60603

or to other such person or at such other place as any party hereto may by written notice designate as a place for service of notice.

The term "Borrower" and "Assignee" shall be construed to include the successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural. The obligations of the Borrower, if more than one, are joint and several.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereby be effective, except by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, the Borrower has caused this instrument to be signed as of the date first above written and the Land Trust has caused this instrument to be signed by it as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of promises, covenants, undertakings or agreements herein, either expressed or implied; all such liability, if any being expressly waived and released by the Mortgagee or Assignee and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Mortgage and by every person

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now or hereafter claiming any right or security thereunder. It is understood and agreed that the Land Trust individually, or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Trustee is not entitled to receive any of the rents, issues, or profits of or from the property comprising the Land Trust and this instrument shall not be construed as an admission to the contrary.

Land Trust:

American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid.

By: [Signature]

Its: Ad. Vice President

Attest: [Signature]

By: [Signature]

Its: [Signature]

Borrower:

[Signature]
Chung Hye Park

[Signature]
Moon Hwa Park

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STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

L. M. SOVIENSKI

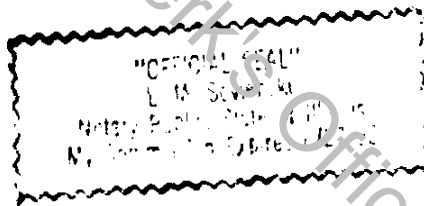
I, _____, a Notary Public, in and for said County in the State aforesaid, do hereby certify that Peter H. McFarren, Vice President of American National Bank and Trust Company of Chicago, and Walter M. Malins, Trust Officer of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and 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 act and as the free and voluntary act of said Company, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Trust Officer then and there acknowledged that _____, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as _____ own free and voluntary act as the free and voluntary act of said Bank, as Trustee, as aforesaid, for the uses and purposes therein set forth. Given under my hand and notarial seal, this _____ day of _____, 1990.

ASSISTANT SECRETARY

L. M. Soviencki
Notary Public

1990

My Commission expires:



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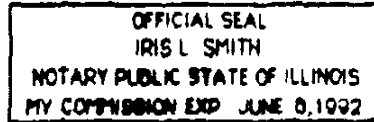
STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, IRIS L SMITH, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHUNG HWE PARK and MOON HWA PARK, who are 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, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of October, 1990.

My Commission Expires:

June 8, 1992



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EXHIBIT A
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THAT PART OF THE N.W. 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SHEFFIELD TOWN UNIT THREE, BEING A SUBDIVISION OF PART OF THE W. 1/2 OF THE N.W. 1/4 OF SAID SECTION 17, AS PER PLAT THEREOF RECORDED MAY 21, 1871, AS DOCUMENT NO. 21487781, WHICH IS LOCATED ON THE EAST LINE OF THE W. 1/2 OF THE N.W. 1/4 OF SECTION 17, AFORESAID, 898.07 FEET @ 0°13'30" E FROM THE NORTHEAST CORNER OF SAID W. 1/2 OF THE N.W. 1/4; THENCE N 72°18'15" W ALONG THE NORTHERLY LINE OF SAID SHEFFIELD TOWN UNIT THREE, A DISTANCE OF 399.38 FEET TO THE NORTHERN MOST CORNER OF SAID SHEFFIELD TOWN UNIT THREE; THENCE S 89°46'30" W, A DISTANCE OF 126.81 FEET TO THE EAST LINE OF WALNUT LANE AS DEDICATED FOR A PUBLIC STREET IN SHEFFIELD TOWN UNIT ONE, BEING A SUBDIVISION OF PARTS OF THE N.E. 1/4 OF SECTION 18 AND THE N.W. 1/4 OF SECTION 17, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED MAY 13, 1970 AS DOCUMENT NO. 21157257; THENCE NORTHERLY ALONG SAID EASTERLY LINE, BEING AN ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 540.00 FEET, THE CHORD THEREOF HAVING A BEARING OF N 2°45'37" E, AND A LENGTH OF 117.48 FEET, AN ARC-DISTANCE OF 117.72 FEET TO A POINT OF TANGENCY; THENCE N 3°29'08" W, AND CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 495.48 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND CONTINUING ALONG SAID EASTERLY LINE, BEING AN ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND TANGENT TO LAST DESCRIBED LINE, HAVING A RADIUS OF 20.00 FEET, AN ARC-DISTANCE OF 91.42 FEET; THENCE N 3°28'51" W, AND CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF GOLF ROAD, AS DEDICATED FOR PUBLIC HIGHWAY, RECORDED DECEMBER 18, 1929 AS DOCUMENT NO. 10556874, BEING ALSO THE NORTHEAST CORNER OF WALNUT LANE, AFORESAID; THENCE N 86°31'09" E ALONG THE SOUTH LINE OF GOLF ROAD, AFORESAID, A DISTANCE OF 512.00 FEET TO THE EAST LINE OF THE W. 1/2 OF THE N.W. 1/4 OF SECTION 17, AFORESAID; THENCE S 0°13'30" E, ALONG SAID EAST LINE, A DISTANCE OF 805.04 FEET TO THE PLACE OF BEGINNING. (EXCEPTING THEREFROM THAT PART THEREOF TAKEN FOR GOLF ROAD, AS PER CONDEMNATION PROCEEDINGS, CASE NO. 71 L 11037 IN CIRCUIT COURT OF COOK COUNTY, ILLINOIS; AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SHEFFIELD TOWN UNIT THREE, BEING A SUBDIVISION OF PART OF THE W. 1/2 OF THE N.W. 1/4 OF SAID SECTION 17, AS PER PLAT THEREOF RECORDED MAY 21, 1871, AS DOCUMENT NO. 21487751, WHICH IS LOCATED ON THE EAST LINE OF THE W. 1/2 OF THE N.W. 1/4 OF SECTION 17, AFORESAID, 898.07 FEET @ 0°13'30" E FROM THE NORTHEAST CORNER OF SAID W. 1/2 OF THE N.W. 1/4; THENCE N 72°18'15" W ALONG THE NORTHERLY LINE OF SAID SHEFFIELD TOWN UNIT THREE, A DISTANCE OF 399.38 FEET TO THE NORTHERN MOST CORNER OF SAID SHEFFIELD TOWN UNIT THREE; THENCE S 89°46'30" W, A DISTANCE OF 126.81 FEET TO THE EAST LINE OF WALNUT LANE AS DEDICATED FOR A PUBLIC STREET IN SHEFFIELD TOWN UNIT ONE, BEING A SUBDIVISION OF PARTS OF THE N.E. 1/4 OF SECTION 18 AND THE N.W. 1/4 OF SECTION 17, BOTH IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT THEREOF RECORDED MAY 13, 1970 AS DOCUMENT NO. 21157257; THENCE NORTHERLY ALONG SAID EASTERLY LINE, BEING AN ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST, HAVING A RADIUS OF 540.00 FEET, THE CHORD THEREOF HAVING A BEARING OF N 2°45'37" E, AND A LENGTH OF 117.48 FEET, AN ARC-DISTANCE OF 117.72 FEET TO A POINT OF TANGENCY; THENCE N 3°29'08" W, AND CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 201.85 FEET TO A PLACE OF BEGINNING; THENCE CONTINUING N 3°29'08" W, ALONG SAID EASTERLY LINE, A DISTANCE OF 278.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY AND CONTINUING ALONG SAID EASTERLY LINE, BEING AN ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND TANGENT TO LAST DESCRIBED LINE, HAVING A RADIUS OF

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20.00 FEET, AN ARC-DISTANCE OF 18.40 FEET TO A POINT ON THE SOUTHERLY LINE OF A TRACT OF LAND TAKEN FOR GOLF ROAD PER CONDEMNATION PROCEEDINGS, CASE NO. 71 L 11037 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS; THENCE N 88°58'51" E ALONG SAID SOUTHERLY LINE OF GOLF ROAD, A DISTANCE OF 175.53 FEET; THENCE S. 3°29'08" E., A DISTANCE OF 249.28 FEET; THENCE S. 88°30'54" N., A DISTANCE OF 134.87 FEET; THENCE S. 3°29'08" E., A DISTANCE OF 58.87 FEET; THENCE S 88°30'54" N., A DISTANCE OF 48.50 FEET TO THE PLACE OF BEGINNING), IN COOK COUNTY, ILLINOIS.

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