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COLLATERAL ASSIGNMENT OF LEASES

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This COLLATERAL ASSIGNMENT OF LEASES ("Assignment of Leases") is made as of the 6th day of December, 1990, by PARKWAY BANK & TRUST COMPANY ("Trustee"), not personally but as Trustee under Trust Agreement dated January 1, 1990 ("Trust Agreement"), and known as Trust No. 9510 ("Trust No. 9510") and ZITELLA DEVELOPMENT CORP., an Illinois corporation ("Beneficiary") (Trustee and Beneficiary shall hereinafter collectively be referred to as "Assignor"), in favor of PARKWAY BANK & TRUST COMPANY, an Illinois banking corporation ("Assignee").

RECITALS

A. Trustee currently holds or will hold fee simple title to the real property commonly known as 7400 West Lawrence Avenue, Harwood Heights, Illinois and legally described in Exhibit A attached hereto (the "Premises").

B. Beneficiary is the sole beneficiary of Trust No. 9510, with full power of direction.

C. Assignee, Trustee and Beneficiary executed a Construction Loan Agreement ("Agreement") of even date herewith setting forth the rights and obligations of the parties thereto in connection with the Premises.

D. Trustee and Beneficiary executed a Construction Mortgage Note of even date herewith in the principal amount of \$10,328,211.00 payable to Assignee (the "Note").

E. Defined terms used in this Assignment of Leases shall have the meanings attributed to them in the Agreement, unless provided otherwise in this Collateral Assignment of Leases.

F. As security for performance of the Note and to induce Assignee to enter into the Agreement (Trustee and Beneficiary acknowledge that Assignee is doing so in reliance herein), and as a condition precedent to performance by Assignee of Assignee's obligations under the Agreement, Trustee and Beneficiary have agreed to execute and deliver this Assignment of Leases.

AGREEMENTS

NOW THEREFORE, in consideration of the covenants and agreements contained herein, to secure performance of the Note, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. All Recitals in this Assignment of Leases are fully incorporated herein, and Trustee and Beneficiary acknowledge the truth, accuracy and completeness of each of the statements contained therein.

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2. Assignor hereby sells, assigns and transfers unto Assignee any and all leases, whether written or verbal, and any and all lettings, and any and all agreements for the use or occupancy of the real property legally described in Exhibit A attached hereto, or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted (collectively, "Leases"), together with all the rents, issues, profits and avails now due and which may hereafter become due under or by virtue of any Leases ("Rents"), it being the intention hereby to establish an absolute transfer and assignment of all Leases and all the Rents to Assignee. Assignor hereby irrevocably appoints Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises as provided in paragraph 5 hereof) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Assignee, in its sole discretion, shall determine and to collect all Rents arising from or accruing at any time hereafter, which are now due or may hereafter become due under the Leases with the same rights and powers and subject to the same immunities, exoneration of liabilities and rights of recourse and indemnity as Assignee would have upon taking possession pursuant to the provisions of paragraph 5 hereof.

3. Assignor represents and covenants that: (a) no Rents have been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of Rents to accrue for any portion of the said Premises has not been nor will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor; (b) Assignor waives all rights of set-off against any person in possession of any portion of the Premises; (c) Assignor will not further assign any Rents of the Premises without the prior written consent of Assignee; (d) Assignor will perform fully and faithfully all material covenants, agreements and obligations of landlord or lessor under each of the Leases; (e) if Assignor defaults under any of the Leases, Assignee shall have the right, but not the obligation, to cure such default within any cure period afforded to Assignor under the terms of such Leases or under applicable law, regardless of whether any notice or cure period granted to Assignor has then expired; and (f) Assignor shall not, without Assignee's prior written consent (except as may be expressly provided in the Agreement), enter into or agree to any amendment or modification of any Lease, or cancel, terminate or surrender any Lease (except as provided therein or in any modification or amendment consented to by Assignee or in connection with a sale of a residential condominium unit at the Premises or if a monetary or other material default exists under such Lease), or enter into any agreement which grants any concession with respect to any Lease or which compromises, discounts or otherwise reduces the Rents called for under any Lease.

4. If Trustee or Beneficiary breaches any representation, warranty, covenant, term, condition or agreement contained herein and such breach remains uncured for fifteen (15) days after written notice thereof by Assignee to Trustee and Beneficiary, or if a Default or Event of Default exists under the Note, the Agreement or any other Loan Documents which remains uncured after lapse of any applicable cure period ("Default"), upon demand by Assignee, Assignor shall surrender to Assignee personally or by its agent or attorneys, and Assignee shall be entitled to but not obligated to take, actual possession of the Premises or any part thereof. In such event, Assignee in its discretion may, in

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accordance with law, enter upon and take and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accruals relating thereto of Assignor or the then owner or party in possession of the Premises and may exclude the then owner or party in possession of the Premises and may exclude Assignor's or said owner's or party's respective agents or servants wholly therefrom and may, as attorney in fact, as agent for Assignor or in its own name as Assignee, and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business thereof, either personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of Rents for the Premises, including actions for the recovery of Rents, actions in forcible detainer and actions in distress for Rents, and with full power: (a) to cancel or terminate any of the Leases or any sublease for any cause or on any ground which would entitle Assignor to cancel the same; (b) to extend or modify any then existing leases and to make new leases, which extensions, modifications and new leases may provide for terms which expire, or for options to extend or renew terms which expire beyond the maturity date of the Note, it being understood and agreed that any Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to this Restated Assignment of Leases; (c) to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as may seem desirable to Assignee; (d) to insure and reinsure the same and all risks incidental to Assignee's possession, operation and management thereof; and (e) to receive all Rents, Assignor hereby granting full power and authority to Assignee to exercise each and every one of the rights, privileges and powers herein granted at any time or from time to time hereafter, without notice to Assignor.

Assignor shall be deemed to have constituted and appointed Assignee its true and lawful attorney-in-fact with full power of substitution either in the name of Assignee or in the name of Assignor, to exercise any of the powers granted to Assignee under this paragraph. Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. Assignor hereby agrees to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which Assignee may or might incur by reason of its performance of any action authorized under this paragraph and of 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 performed hereunder. Nothing herein contained shall be construed as constituting Assignee in possession in the absence of the actual taking of possession of the Premises by Assignee pursuant to this paragraph. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

5. Assignee, in the exercise of the rights and powers hereinabove conferred upon it, shall have full power to use and apply the Rents from the Premises to the payment of or on account of the following, in such order as Assignee may determine:

- (a) operating expenses of the Premises, including but not limited to the cost of the management and leasing thereof (which shall include compensation to Assignee and its agent or agents, if management is delegated to an agent

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or agents, and shall include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) taxes and special assessments now due or which may hereafter become due on the Premises;

(c) all repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the reasonable judgment of Assignee, make it readily rentable;

(d) indebtedness owing under the Loan Documents; and

(e) expenses of Assignor pursuant to any sale contracts entered into by Trustee or Beneficiary for all or a portion of the Premises.

6. Although it is the intention of the parties that the assignment contained herein shall be a present assignment, it is expressly understood and agreed that Assignee shall not exercise any of the rights or powers conferred upon it hereby until a Default shall occur. Any Rents collected and received by Assignor after the occurrence of a Default and notice by Assignee to Assignor of Assignee's election to exercise this Assignment of Leases, shall be deemed collected and received by Assignor in trust for Assignee, and Assignor shall account to Assignee for the full amount of such collections and receipts.

7. Assignor further agrees to assign and transfer to Assignee all future Leases upon all or any part of the Premises and to execute and deliver, at the request of Assignee, all such further assurances and assignments in the Premises as Assignee shall from time to time require. Assignor shall pay to Assignee all expenses incurred by Assignee in connection with the preparation, execution and recording of any such assignment or agreement.

8. This Assignment of Leases is given as collateral security for the indebtedness and obligations described herein and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor or any other person under any of the Loan Documents, nor shall this Assignment of Leases impose any obligation on Assignee to perform any provision of any Lease or any responsibility for the nonperformance thereof by Assignor or any other person. This Assignment of Leases is given as a primary assignment of the rights described herein, and such assignment shall not be deemed secondary to any other collateral securing the performance of Assignor's obligations under the Agreement or any of the other Loan Documents. Assignee shall have the right to exercise any rights under this Assignment of Leases before, together with or after exercising any other rights under any of the Loan Documents.

9. At the closing of each sale of a Unit (as defined in the Agreement) and provided no Default exists hereunder, and provided further that Assignee receives the

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applicable Release Price and Release Fee (as provided in the Loan Agreement), Assignee will execute a partial release of its liens for the sale of each Unit.

10. Each and all of the covenants and obligations of this Assignment of Leases shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specifically provided, their respective successors and permitted assigns.

11. All notices, demands, deliveries and other communications required under this Assignment of Leases or desired by the parties hereto shall be given in the manner provided, and to the addresses specified in the Agreement.

12. No waiver, modification, amendment, discharge or change of this Assignment of Leases shall be valid unless the same is in writing and signed by each of the parties hereto. The failure of Assignee to enforce at any time any provision of this Assignment of Leases shall not be construed to be a waiver of such provision, nor in any way affect the validity of this Assignment of Leases or any part hereof or the right of Assignee thereafter to enforce each and every such provision. No waiver of any breach of this Assignment of Leases shall be held to constitute a waiver of any other or subsequent breach.

13. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that this instrument is executed by Trustee, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Trustee hereby warrants that it possesses full power and authority to execute this instrument), that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Trustee, not personally but as Trustee as aforesaid, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of Trustee, as Trustee as aforesaid, are, nevertheless, each and every one of them, made and intended not as personal representations, warranties, covenants, undertakings and agreements by Trustee, for the purpose or with the intention of binding Trustee, personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by Trustee, not in its own right, but solely in the exercise of the powers conferred upon it as Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Trustee, on account of this instrument or on account of any representations, covenants, undertakings or agreements of Trustee, in its instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released, provided that this paragraph shall be of no force and effect as to claims and causes of actions against Trustee based on fraud or misappropriation of funds.

14. Unless the context indicates otherwise, the singular number shall mean the plural, and vice versa, and an express reference to the masculine, feminine or neuter gender shall also mean the genders not so expressly referred to. Words such as "herein", "hereof" and "hereunder" shall refer to this entire Restated Assignment of Leases and not merely the paragraph or passage in which such words appears.

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15. Trustee and Beneficiary consent and agree to submit to personal jurisdiction in the State of Illinois in the Circuit Court of Cook County or in the United States District Court for the Northern District of Illinois in any action or proceeding arising out of this Assignment of Leases. In furtherance of such agreement, each hereby consents and agrees that without limiting other methods of obtaining personal jurisdiction, personal jurisdiction over Trustee and Beneficiary hereto in any such action or proceeding may be obtained within or without the jurisdiction of any court located in Illinois and process or notice of motion or other application to any such court in connection with any such action or proceeding may be served upon such party by registered mail or by personal service at the last known address of such party, whether such address be within or without the jurisdiction of any such court. All questions concerning the construction, validity, enforcement and interpretation of this Assignment of Leases, and the performance of the obligations imposed hereby shall be governed by the laws of the State of Illinois applicable to contracts made and wholly to be performed in such state, without regard to Illinois choice of law principles.

16. Whenever possible, each provision of this Assignment of Leases will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment of Leases is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment of Leases, unless the consummation of the transaction contemplated hereby is substantially adversely affected thereby.

17. This Assignment of Leases and any amendments thereto may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this instrument as of the date first written above.

PARKWAY BANK & TRUST COMPANY, not personally but as Trustee aforesaid

Attest: *Lynn Kobel*
Its: Operations Officer

By: *Rosemary Allen*
Its: Ass't. Vice President & Trust Officer

ZITELLA DEVELOPMENT CORP., an Illinois corporation

Attest: *Frances Zitella*
Its: Secretary

By: *Sam Zitella*
Its: President

PARKWAY NATIONAL BANK & TRUST COMPANY, an Illinois banking corporation

Attest: *Leah Kavatsis*
Its: ASST. VICE PRESIDENT

By: *Annelle A. Kelly*
Its: VICE PRESIDENT

This Instrument Prepared By
After Recording To:

Keck, Mahin & Cate
8300 Sears Tower
233 South Wacker Drive
Chicago, Illinois 60606
Attn: Howard J. Siegel

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Box 333

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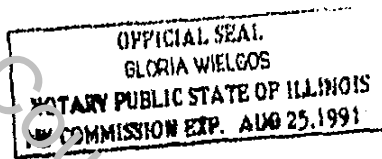
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rosanne DuPass AV President of Parkway Bank & Trust Company, an Illinois banking corporation, which is the Trustee under the Trust Agreement described in the foregoing instrument, and ^{Lynn}Bobeck, Op Ofr Secretary of said corporation, personally known to me to be the same persons whose names are described to the foregoing instrument as such AV President and Oper Ofr Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such officers of said corporation and affixed the corporate seal of said Bank thereto, as their own free and voluntary act and as the free and voluntary act of the Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of December, 1990.

Gloria Wielgos
NOTARY PUBLIC



My Commission Expires:

8/25/91

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

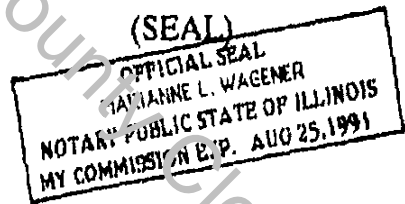
I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ARMELLA A. RATAJ, VICE President of PARKWAY BANK & TRUST COMPANY, an Illinois banking corporation, and LEA M. KOVATSIK, ASST. V. P. ~~Secretary~~ of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE President and ASST. V. P. ~~Secretary~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and said ASST. V. P. ~~Secretary~~ did also then and there acknowledge that (s)he, as custodian of the corporate seal of the corporation, did affix said corporate seal of said corporation to said instrument as (her) (his) own free and voluntary act, and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

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GIVEN under my hand and Notarial Seal this 6th day of December, 1990

My commission expires: Marianne L. Wagener
Notary Public

8-25-91



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EXHIBIT A

LEGAL DESCRIPTION

THE WEST 300 FEET OF THE EAST 333.03 FEET (MEASURED ALONG THE SOUTH LINE) OF THAT PART OF THE SOUTH 18.61 ACRES OF THE EAST 31.86 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH OF THE SOUTH 50 FEET THEREOF (MEASURED AT RIGHT ANGLES TO THE SOUTH LINE) AND SOUTH OF THE CENTER LINE, EXTENDED EAST OF THE ALLEY IN BLOCK 10 IN OLIVER SALINGER AND COMPANY'S LAWRENCE AVENUE MANOR, BEING A SUBDIVISION OF LOT 3 IN CIRCUIT COURT PARTITION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AND PART OF THE WEST 1/2 OF THE SOUTH EAST 1/4 AND THE NORTH EAST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

7400 W Lawrence Ave
Harwood Heights, IL 60056

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