

1990 DEC 4 PM 3:40

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LNL Loan No. 157143
1941-2019 John's Drive
Glenview, Illinois

BLANKET ASSIGNMENT OF LEASES

THIS BLANKET ASSIGNMENT OF LEASES is made this 13th day of December, 1990 by HARRIS TRUST AND SAVINGS BANK (the "Trustee"), an Illinois corporation, as trustee under a trust agreement dated October 31, 1986 and known as Trust No. 43948, whose address is 111 West Monroe Street, Chicago, Illinois 60603 and by WENDELL PROPERTIES ("Beneficiary"), an Illinois general partnership, whose address is 1838 Techny Court, Northbrook, Illinois 60062, sole beneficiary of Trustee (together collectively hereinafter referred to as "Assignor") in favor of THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation, whose address is 1300 South Clinton Street, P.O. Box 1110, Fort Wayne, Indiana 46801 (hereinafter referred to as "Assignee").

W I T N E S S E T H :

2/00

In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged Assignor hereby assigns to Assignee and to its successors and assigns, all right, title and interest of Assignor in, to and under those certain leases which presently exist or which will exist, including those leases which are set forth in the schedule attached hereto as Exhibit A (the "Schedule"), together with all rents and other sums, including any penalty, any bonus and any amount to be paid upon exercise of any option to purchase, due and becoming due thereunder, with full rights and authority to collect such amounts and to give receipt and acquittance therefor (collectively the "Leases"), which Leases cover all or portions of certain real estate commonly known as 1941-2019 John's Drive, Glenview, Illinois (the "Premises"). The legal description of the Premises is set forth as the attached Exhibit B.

This Assignment shall cover and apply to any existing or future Leases, amendments, supplements, modifications of each of the aforesaid Leases and to any short or memorandum form of said Leases executed for recording purposes.

This Assignment is given as security for payment of a mortgage loan of THREE MILLION TWO HUNDRED THOUSAND DOLLARS (\$3,200,000.00), made to Assignor, evidenced by a First Mortgage Real Estate Note (the "Note") and secured by a First Mortgage and Security Agreement (hereinafter called the "Mortgage") and other loan documents (hereinafter called the "Collateral Loan Documents"), each of which is dated as of the date hereof, covering the Premises and improvements thereon. Acceptance of this Assignment shall not impair, affect or modify any of the terms and conditions of the Note or the Mortgage.

This Assignment is absolute and is effective immediately and includes any extensions or renewals of the Leases. However, notwithstanding that this Assignment is effective immediately, until notified by Assignee in writing that a default has occurred under the terms and conditions of the Note or the Mortgage which remains uncured after expiration of all applicable cure periods, lessors shall continue to pay to Assignor the rentals coming due under the Leases as and when they accrue according to the terms of the Leases, it being understood, however, that in no event shall Assignor collect rent for more than 30 days in advance.

Assignee shall not be liable for failure to collect rentals or failure to enforce performance by the lessees.

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Assignee may, at its option, although it shall not be obligated so to do, perform any lease covenant for and on behalf of Assignor and may recover any money advanced for any such purpose from Assignor on demand, with interest at the maximum rate set out in the Mortgage for advances from date of advancement, and may reimburse itself for amounts so advanced, with interest, from any rents collected and if not so repaid, then any balance shall be added to said indebtedness and shall be secured by the Mortgage. Assignee may, at its option, exercise any option or election for and on behalf of Assignor.

Except to the extent disclosed in writing to Assignee prior to the date hereof, Assignor represents that all of the Leases are in full force and effect according to their terms; that they have not been amended or modified as of this date (except by the instruments of which copies have been furnished Assignee); that Assignor is not in default thereunder; that Assignor has not sold, assigned, pledged or encumbered any one of the Leases or the rentals thereof; that except to the extent permitted under the Mortgage, Assignor has not heretofore given its consent that any lessee may make alterations or improvements or its consent to any assignment of a Lease by the lessee; that, except as set forth in the Schedule, Assignor holds no deposit or other security for performance by any lessee; and that rent has not been paid for more than 30 days in advance by any lessee.

Except to the extent permitted under the Mortgage, Assignor further agrees that hereafter it will not amend, modify, cancel or accept surrender of any one of the Leases nor attempt to do so, nor will it enter into or attempt to enter into, any new lease with any of the lessees above named, nor will it give its consent that any lessee may make alterations or improvements or that any lessee may assign its Lease, without, in each case, first obtaining the express written consent of Assignee.

The terms, covenants, stipulations and conditions set forth in the written Assignment or Rents and Profits of even date herewith, and executed by Assignor to Assignee are in addition to, and not in derogation of, this Assignment.

Rentals and other sums (if any) paid to and received by Assignee shall be held, without allowance of interest, and shall be applied by it for the following purposes, the priority and application of such funds being within the sole discretion of Assignee:

- (1) To the payment of taxes, assessments and charges and the expense of insurance, repairs to and improvements on the Premises or to the making of any required deposits in an escrow fund for future payment of taxes, assessments and insurance premiums; Assignee, however, shall not be obligated to keep insurance on, make repairs to and/or improvements on the Premises.
- (2) To the payment of all operating expenses and other necessary expenses of the management, protection and/or preservation of the Premises as approved by Assignee.
- (3) To the repayment to Assignee of any and all amounts advanced by it under the terms of this Assignment, together with interest on the respective advancements from the date of each at the maximum rate set out in the Mortgage for interest on advances.
- (4) To the payment of any and all costs or expenses incurred by Assignee in enforcing the obligations of this Assignment.

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- (5) To the payment of principal and interest installments due or to become due under the Note or any extension or renewal thereof and/or to the payment of any judgment rendered thereon together with interest, costs and expenses.
- (6) Any amount not applied as above provided and remaining in the hands of Assignee may, at its option, on each anniversary of the date hereof be applied by Assignee to one or both of the following:
 - a. used for prepayment of principal on the Note in inverse order of its maturity; or
 - b. be refunded to Assignor.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto.

Whenever used herein the singular number shall include the plural, the plural the singular, and use of any gender shall include all genders.

The execution of this Assignment and the Note secured hereby shall impose no personal liability on Assignor for payment of the indebtedness represented thereby. Except as may be expressly provided below, in enforcing its rights under this Assignment, Assignee shall look only to the Premises and the Leases and to the rents, issues and profits thereof and in the event of default hereunder will not seek any deficiency or personal judgment against Assignor except such judgment or decree as may be necessary to foreclose and bar Assignor's interests in the Premises and the Leases. Nothing herein stated shall:

- (a) release, impair or otherwise affect the Note, the Mortgage or any of the Collateral Loan Documents; nor
- (b) impair or otherwise affect the validity or the lien of the Note, the Mortgage or any of the Collateral Loan Documents; nor
- (c) impair the right of Assignee to accelerate the maturity of the Note (or to avail itself of any of its other rights and remedies) upon the occurrence of a default thereunder or a default under this Assignment, the Mortgage, or any of the Collateral Loan Documents; nor
- (d) relieve Beneficiary from personal liability for, nor impair the right of Assignee to proceed against or recover from Beneficiary for any or all of the following:
 - (i) failure to return security deposits of tenants of the Premises held by Assignor or by any agent of Assignor as required by the terms of such tenants' leases or rental agreements or by Illinois law;
 - (ii) rents collected more than one month in advance from any such tenants;
 - (iii) rents or other income from the Premises collected after a default and not properly applied to the loan or expended for the customary operating expenses of the Premises;
 - (iv) misappropriation or misapplication of insurance or condemnation proceeds;

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made a part hereof.

- (v) fraud or material misrepresentations contained in the Note, the Mortgage, or any of the Collateral Loan Documents (excluding the covenant to repay the debt);
- (vi) waste with respect to the Premises (or any part thereof);
- (vii) destruction of the Premises (or any part thereof) in or from an uninsured casualty for which the Trustee or Beneficiary is required to obtain insurance under the terms of the Mortgage;
- (viii) an event for which the Trustee or Beneficiary would be strictly liable under Illinois law; and
- (ix) any expense, damages, loss or liability arising from the application of statutes or other laws relating to the discharge or presence of Hazardous Substances (as defined in the Mortgage) or petroleum products on the Premises.

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

HARRIS TRUST AND SAVINGS BANK, not personally but as trustee under a trust agreement dated October 31, 1986 and known as Trust No. 43948.

By: _____

Its: _____

Attest: _____

Its: _____

WENDELL PROPERTIES, an Illinois general partnership

By: _____

Its: _____

Attest: _____

Its: _____

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it is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in the instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation management and control of the trust premises, nor does it have any possessory interest therein, and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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[FOR TRUSTEE]

STATE OF ILLINOIS)
)
COUNTY OF) SS:

I, MARIA S. RUVALCABA Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that JAMES J. PERNER UCC President of Harris Trust and Savings Bank, and KENNETH E. PIEKUT, Asst Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such UCC President and Asst Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst Secretary then and there acknowledged that said Asst Secretary, as custodian of the corporate seal of said Bank, did affix the seal of said Bank to said instrument as said Asst Secretary's own free and voluntary act and 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 official seal this 12th day of Dec., 1990

Maria S. Ruvalcaba
Notary Public

(Seal)

My commission expires:



This instrument was prepared by
(and after recording mail to)
William J. Peltin
Gardner, Carton & Douglas
321 N. Clark Street
Suite 3400
Chicago, Illinois 60610

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EXHIBIT A

SCHEDULE OF LEASES

<u>Name of Lessee</u>	<u>Unit</u>	<u>Square Feet</u>	<u>Date of Lease</u>	<u>Expiration Date</u>	<u>Base Rent</u>	<u>Security Deposits</u>
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See Rent Roll attached hereto and made a part hereof.

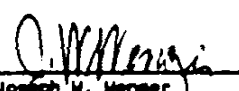
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JOHN'S DR. BLDGS.		11/01/90		CAM	SQ. FT.	INCR	TAX STOP	CURRENT SEC DEP	BASE YR RENT/MO	TOTAL RENT	GROSS RENT	TENANT SINCE
UNIT #	TENANT	FROM	TO							PER MO	PER SF	
1941	ANDERSON ELECTRIC	01-Sep-90	31-Aug-91	6.30%	2,700	0.00%	2.07	5,200.00	2,600.00	2,600.00	11.56	01-Sep-79
1943	MARATHON AUTO CARE	01-Jan-90	31-Dec-94	6.30%	2,730	7.00%	2.14	2,065.00	2,065.00	2,065.00	9.08	01-Mar-88
1945	C. ABRAMS, S.W.	01-Sep-89	31-Aug-92	3.00%	1,270	7.00%	2.14	1,196.94	1,118.64	1,196.94	11.31	01-Sep-79
1947	MORRIS GOLDBERG	01-Sep-90	31-Aug-93	3.00%	1,270	7.00%	2.07	1,085.00	1,085.00	1,085.00	10.25	01-Sep-79
1949	RUSSELL SCHWECZ DESIGN	01-Sep-89	31-Aug-92	2.60%	1,125	7.00%	2.14	1,064.65	995.00	1,064.65	11.36	01-Sep-89
1951	GLENBROOK CREDIT UNION	01-Jun-89	31-May-97	4.30%	1,860	6.00%	2.04	1,725.15	1,627.50	1,730.45	11.16	01-Jun-89
1953	ANDERSON ELECTRIC	01-Sep-90	31-Aug-91	5.70%	2,445	0.00%	2.07	4,130.00	2,065.00	2,065.00	10.13	01-Sep-79
1955	DIANA WHITE & ASSOC.	12-Mar-90	31-Mar-93	4.80%	2,050	7.00%	2.14	1,665.00	1,665.00	1,665.00	9.75	12-Mar-90
1957-61	DONNES SWIMMING POOL	01-Jun-89	31-May-94	9.90%	4,261	7.00%	2.04	3,375.85	3,155.00	3,388.00	9.54	01-Apr-80
1963	KNIGHT-STEVENSON CO.	01-Jul-89	30-Jun-91	6.00%	2,755	7.00%	0.00	1,856.40	1,515.00	2,067.00	9.00	01-Jan-79
1965	KELTEC CO., INC.	01-May-89	31-Oct-91	6.00%	2,578	7.00%	2.14	2,022.30	1,890.00	2,022.30	9.41	01-Nov-89
1967	V A C A N Y	00-Jan-00	00-Jan-00	1.00%	414	0.00%	0.00	0.00	0.00	0.00	0.00	00-Jan-00
1969	EDWARD R. KARP, D.W.	01-Sep-81	31-Aug-91	1.00%	441	7.00%	0.00	432.77	378.00	512.45	13.34	01-Sep-79
1971	JOHN P. TESCHKE, INC.	01-Nov-87	31-Oct-92	5.60%	2,395	7.00%	1.96	3,675.12	1,500.00	1,860.35	9.32	01-Nov-82
1973	ADKING WOOD SUPPLY	01-Jan-90	31-Dec-90	4.90%	2,088	0.00%	2.14	1,600.00	1,600.00	1,600.00	9.20	01-Jan-86
1975-77	ADAMS STAIR WORKS	01-Jan-88	31-Dec-91	10.50%	4,536	7.00%	1.94	3,560.64	3,110.00	3,611.37	9.55	01-Jan-86
1979	NORTH SHORE CONTRACTORS	01-Jun-90	31-May-91	4.20%	1,815	7.00%	1.96	1,534.16	1,534.16	1,531.43	10.26	01-Feb-86
1981	CHET'S VENDING SERVICE	01-Jan-90	31-Dec-91	2.70%	1,170	7.00%	2.14	865.00	865.00	865.00	8.87	01-Jan-90
1983	THOME MACHINE WORKS	01-Jul-90	30-Jun-92	2.70%	1,170	7.00%	2.14	995.00	995.00	995.00	10.21	01-Dec-79
1985	MARSHALL KORAL PRO	01-Jul-89	30-Jun-92	2.00%	1,270	7.00%	1.96	1,064.65	995.00	1,068.27	10.09	01-Jan-87
1987-89	GENERAL MANUFACTURING	01-Sep-81	31-Aug-91	6.60%	2,856	0.00%	2.07	2,250.00	2,250.00	2,250.00	9.45	01-Oct-80
1997	DALY CONSTRUCTION CO.	01-Feb-90	31-Jan-92	5.0%	1,289	7.00%	2.25	1,095.00	1,095.00	1,095.00	10.19	01-Feb-90
1999	HK U.S.A., INC.	01-Jul-87	30-Jun-92	11.50%	2,685	7.00%	2.03	4,887.92	1,995.00	2,473.12	10.29	01-Jul-85
2001	M. C. DESIGN	01-Aug-89	31-Jul-94	8.00%	2,016	7.00%	2.14	1,556.85	1,455.00	1,558.74	9.28	01-Aug-89
2003	G.T. LABORATORIES	01-Oct-89	30-Sep-92	8.70%	2,191	7.00%	2.25	3,605.90	1,685.00	1,802.95	9.87	15-Jul-80
2005-07	G.T. LABORATORIES	01-Aug-89	31-Jul-92	15.80%	3,971	7.00%	2.25	7,222.50	3,375.00	3,611.25	10.91	15-Jul-80
2009	PRO CARE AUTO DETAIL	01-Sep-90	31-Aug-91	3.50%	880	0.00%	2.15	840.00	840.00	840.00	11.45	01-Sep-90
2011	K-MAX INTERNATIONAL	01-Dec-89	30-Nov-91	13.00%	3,187	7.00%	2.25	2,720.00	2,720.00	2,720.00	10.24	01-Jul-80
2013	CHI PRODUCT DEVELOPMENT	01-Jan-90	31-Dec-91	8.10%	2,044	7.00%	2.25	1,490.00	1,490.00	1,490.00	8.75	01-Jan-90
2015	V A C A N Y	00-Jan-00	00-Jan-00	9.00%	2,246	0.00%	2.11	0.00	0.00	0.00	0.00	00-Jan-00
2017	WALDRON ELECTRIC	01-Jun-90	31-May-91	8.20%	2,055	0.00%	2.25	1,635.00	1,635.00	1,635.00	9.55	01-Jun-87
2019	NATURAL LAWN, INC.	01-Apr-88	31-Mar-91	8.30%	2,092	7.00%	2.07	1,820.39	1,590.00	1,832.82	10.51	01-Apr-88
TOTAL JOHN'S DRIVE BUILDINGS					68,075			29,237		854,322	89.58	

I certify this to be true and correct.


 Joseph V. Wenger
 President

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EXHIBIT B

Legal Description

Lots 10, 11 and 12 in Krohn's Chestnut Avenue Subdivision of parts of the North West 1/4 of Section 26 and the North East 1/4 of Section 27, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 1941-2019 John's Drive, Glenview, Illinois

Permanent Tax ID Nos.: 04-27-203-008-0000
04-27-203-009-0000
04-27-203-010-0000

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