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COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, is made this 36 day of January, 1990, by NASCO PROPERTIES, INC. a Michigan corporation (the "Assignor"), to the NCB DEVELOPMENT CORPORATION, an instrumentality organized under the laws of the United States of America (the "Assignee").

\$ 22.00

W I T N E S S E T H :

That the Assignor, for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and assigns to the Assignee the Assignor's entire interest in and to all present and future leases, including but not limited to that certain master lease by and between the Qumbya Cooperative, Inc. and Assignor dated January 12, 1990 (the "Master Lease"), subleases and occupancy agreements (collectively herein "Leases") and to all rents, impositions, assessments and other fees and charges (collectively herein "Rents") of certain premises located at 5405 South Ridgewood Court, Chicago, Illinois (the "Project"), the legal description of which is set forth in Exhibit "A" attached hereto and incorporated herein by reference.

This Assignment is made for the purpose of securing:

A. The payment of the principal sum, interest and indebtedness evidenced by that certain Multifamily Note (the "Note"), dated of even date, in the original principal sum of ONE HUNDRED FORTY-FOUR THOUSAND and NO/100 DOLLARS (\$144,000.00) and any amendments, extensions or renewals thereof, made by the Assignor to the Assignee, and secured by a certain Mortgage (the "Mortgage"), dated of even date. The Mortgage encumbers the Project.

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B. Payment of all other sums, with interest thereon, becoming due and payable to the Assignee under the provisions of this Assignment or of the Note and Mortgage, executed in connection with the loan and dated of even date.

C. The performance and discharge of each and every obligation, covenant and agreement of the Assignor contained herein, and in the Note and Mortgage.

The Assignor covenants with the Assignee to observe and perform all of the obligations imposed upon the Assignor under Leases assigned hereby and not to do or permit to be done anything to impair the security thereof; not to execute any other assignment of Assignor's interest in Leases or any other assignments of Rents of or from the Project; not to subordinate any Leases or right to receive Rents to any encumbrance, or permit, consent or agree to such subordination without Assignee's prior written consent; to assign and transfer to the Assignee, to the extent not assigned and transferred hereby, any and all subsequent Leases upon all or any part of the Project, and to execute and deliver at the request of the Assignee all such further assurances and assignments as the Assignee shall from time to time require.

This Assignment is made on the following terms, covenants and conditions:

1. So long as there shall exist no default by the Assignor in the payment of the principal sum, interest and indebtedness secured hereby and by the Note and Mortgage, or in the performance of any obligation, covenant or agreement herein

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or in the Note and Mortgage contained on the part of the Assignor to be performed, the Assignor shall have the right to collect, on the date provided for the payment thereof, or not more than thirty (30) days in advance thereof, all Rents arising from the Project, and to retain, use and enjoy the same.

2. Upon or at any time after default, which is not cured within the applicable cure period, if any, in the payment of the principal sum, interest and indebtedness secured hereby and by the Note and Mortgage, or in the performance of any obligation, covenant or agreement herein or in the Note and Mortgage contained on the part of the Assignor to be performed, the Assignee, without in any way waiving such default, may, at its option, without notice and without regard to the adequacy of the security for the said principal sum, interest and indebtedness secured hereby and by the Note and Mortgage, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Project and have, hold, manage, lease and operate the same on such terms and for such period of time as the Assignee may deem proper; and, either with or without taking possession of the Project in its own name, demand, sue for or otherwise collect and receive all Rents of the Project, including those past due and unpaid, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee, and to apply such Rents to the payment of: (a) all expenses of managing the Project, including, but not limited to, the salaries, fees

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and wages of a managing agent and such other employees as the Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Project, including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens, and premiums for all insurance which the Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Project; and (b) the principal sum, interest and indebtedness secured hereby and by the Note and Mortgage, together with all costs and reasonable attorney's fees, in such order of priority as to any of the items mentioned in this paragraph numbered "2" as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. The exercise by the Assignee of the option granted in this paragraph numbered "2" and the collection of the Rents and the application thereof as herein provided, shall not be considered a waiver of any default by the Assignor under the Note or Mortgage or this Assignment.

3. The Assignee shall not be liable for any loss sustained by the Assignor resulting from the Assignee's failure to let the Project after default or from any other act or omission of the Assignee in managing the Project after default. Nor shall the Assignee be obligated to perform or discharge, nor does the Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any assigned Leases or under or by reason of this Assignment, and the Assignor shall, and does

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hereby agree to, indemnify the Assignee for and to hold the Assignee harmless from any and all liability, loss or damage which may or might be incurred under any assigned Leases, or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against the 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 assigned Leases. Should the Assignee incur any such liability under any assigned Leases, or under or by reason of this Assignment, or in defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand; and upon the failure of the Assignor so to do, the Assignee may, at its option, declare all sums secured hereby and by said Note and Mortgage immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Project upon the Assignee, nor for the carrying out of any of the terms and conditions in any assigned leases, nor shall it operate to make the Assignee responsible or liable for any waste committed on the Project by the shareholders, tenants, occupants or any other parties, or for any dangerous or defective condition of the Project, or for any negligence in the management, upkeep, repair or control of the Project, resulting in loss or injury or death to any shareholder, tenant, occupant, licensee, employee or stranger.

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4. Upon payment in full of the principal sum, interest and indebtedness secured hereby and by the Note and Mortgage, this Assignment shall become and be void and of no effect, but the affidavit or certificate of any officer, agent or attorney of the Assignee, showing any part of said principal, interest or indebtedness to remain unpaid, shall be and constitute evidence of the validity, effectiveness and continuing force of this Assignment, and any person may, and is hereby authorized to, rely thereon. The Assignor hereby authorizes and directs the shareholder, tenant or occupant of the Project, upon receipt from the Assignee of written notice to the effect that the Assignee is then the holder of the Note and Mortgage and that a default exists thereunder or under this Assignment, to pay over to the Assignee all Rents arising or accruing from the Project, and to continue to do so until otherwise notified by the Assignee. The Assignor will facilitate in all reasonable ways the Assignee's collection of the Rents and upon request will execute a written notice to each shareholder, tenant or occupant directing payment to the Assignee.

5. The Assignee may take or release other security for the payment of said principal sum, interest and indebtedness evidenced by the Note and Mortgage, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness, without prejudice to any of its rights under this Assignment.

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6. The term "Lease," as used herein, means any occupancy agreement, lease, rental arrangement, or other letting or rental hereby assigned, or, at the option of the Assignee, any extension or renewal thereof, and any Lease or other rental arrangement subsequently executed during the term of this Assignment covering the Project, or any part thereof.

7. Nothing contained in this Assignment, and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder, shall be deemed to be a waiver by the Assignee of its rights and remedies under the Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Note and Mortgage. The right of the Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

8. It is understood that the Assignee may assign this instrument and upon such assignment the recipient and subsequent assignee(s) shall have all of the rights and remedies with respect to the Assignor and the collateral as the original Assignee hereunder.

9. In the case of any conflict between the terms of this instrument and the terms of the Mortgage, the terms of the Mortgage shall prevail.

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10. The term "default," as used herein, shall mean a default as that term may be defined in the Mortgage. Any default under the Mortgage shall constitute a default hereunder.

11. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee, and any subsequent holder or holders of the Note and Mortgage, and shall be binding upon the Assignor, its successors and assigns, and any subsequent owner of the Project.

12. This instrument shall be construed under the laws of the jurisdiction in which the Project is located. This instrument may not be modified except by a written instrument signed by the party against whom enforcement of the provisions hereof is sought.

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IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment to be executed, effective as of the date first above written.

ATTEST:

ASSIGNOR:

NASCO PROPERTIES, INC.

By: [Signature]
Name: RENE ODEBRECHT
Title: DEPT. OF DEVELOPMENT

By: [Signature]
Name: Robert Cox
Title: Executive Secretary

ATTEST:

ASSIGNEE:

NCB DEVELOPMENT CORPORATION

By: [Signature]
Name: Sally Coella
Title: AVP

By: [Signature]
Name: Ingrid S. Avots
Title: Assistant Vice President

COOK COUNTY, ILLINOIS
CLERK OF RECORDS

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CITY/COUNTY OF Washington
STATE OF ~~ILLINOIS~~ MICHIGAN) SS:

I, M. Christine Long, A Notary Public in and for the State of ~~Illinois~~ do hereby certify that Robert Cox, the corporate Assignor in the foregoing instrument, bearing date the 26th day of January, 1990, personally appeared before me in said State of ~~Illinois~~, and as said Assignor and by virtue of the authority vested in him/her by said instrument, acknowledged said instrument to be the act and deed of Assignor, and that he/she delivered the same as such.

Witness my hand and seal this 26th day of January, 1990.

M. Christine Long
Notary Public
M. CHRISTINE LONG
Notary Public, Lapeer County, MI
My Commission Expires Feb. 8, 1992
Acting in Washtenaw County, MI

My Commission Expires:
2-8-92

CITY/COUNTY OF Washington
STATE OF ~~ILLINOIS~~ District of Columbia) SS:

I, Louise M Grant, A Notary Public in and for the State of ~~Illinois~~ do hereby certify that Liquid & Lutz, the corporate Assignee in the foregoing instrument, bearing date the 26th day of January, 1990, personally appeared before me in said State of ~~Illinois~~, and as said Assignee and by virtue of the authority vested in him/her by said instrument, acknowledged said instrument to be the act and deed of Assignee, and that he/she delivered the same as such.

Witness my hand and seal this 26th day of January, 1990.

Louise M Grant
Notary Public

My Commission Expires:
10/14/91

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EXHIBIT "A"

LOT 1 IN RESUBDIVISION OF LOTS 2 AND 3 IN BLOCK 1 IN CHILDS
SUBDIVISION OF PART OF BLOCKS 2 AND 3 IN RIDGEWOOD A SUBDIVISION OF THE
SOUTH 38 ACRES OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11,
TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Pin # 20-11-423-002

Prop: 3405 S Ridgewood Ct
Chicago, IL

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Prepared by? Maul TD
Guy R Milow, Jr, Esq
Colton and Boykin
Suite 500 East
1025 Thomas Jefferson Street, N.W.
WASHINGTON, DC 20007

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