

UNOFFICIAL COPY

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SECOND ASSIGNMENT OF LEASES AND RENTS

Property: 1106 Dundee Road, Palatine, Illinois

ASSIGNMENT made as of the 27th day of April, 1990 by National Pride Co., an Illinois corporation ("Assignor"), to National Pride of Chicago, Inc., a Texas corporation (hereinafter called "Assignee").

WHEREAS, the Assignor and American National Bank and Trust Company of Chicago as Trustee under Trust Agreements dated April 17, 1990 and known as Trust Nos. 110736-08 and 110757-02 (collectively, the "Trust") have executed that one certain promissory note in the original principal sum of One Million Eight Hundred Thirty-Four Thousand One Hundred Eighty-Two Dollars (\$1,834,182) (the "Note") of even date herewith, payable to Assignee, evidencing advances of loan proceeds pursuant to that certain loan agreement (the "Loan Agreement") of even date herewith by and between the Assignor and the Trust and Assignee; and

WHEREAS, to secure payment of the Note, the Trust and Assignor have delivered to Assignee mortgages (collectively, the "Mortgage") of even date herewith, conveying to Assignee all of the right, title and interest of each of the Trust and Assignee in and to the real property interests owned by each; and

WHEREAS, the undersigned, as an inducement to Assignee to disburse the proceeds of the loan evidenced by the Note, is desirous of further securing the Note.

NOW, THEREFORE, the undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to Assignee, and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) to the undersigned in hand paid, the receipt and sufficiency whereof are hereby acknowledged, does hereby sell, assign and transfer unto Assignee all leases of the premises legally described on Exhibit A attached hereto and made a part hereof ("Premises"), or any part thereof, pursuant to which the undersigned is the lessor therein, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the

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STATE OF ILLINOIS

IN SENATE

January 11, 1907

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE

IN RESPONSE TO A RESOLUTION PASSED BY THE SENATE

ON JANUARY 11, 1907

CHAS. W. BROWN, COMMISSIONER

Property of Cook County Clerk's Office

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use or occupancy of the Premises under which the undersigned is the lessor therein, 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, it being the intention hereby to establish an absolute transfer and assignment of all of the said leases and agreements, and all the avails thereof, to Assignee, and each of the undersigned do hereby irrevocably appoint Assignee its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms in its discretion as it may determine (including without limitation for periods extending beyond the date of redemption of the Mortgage), and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancies existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exonerations of liability and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

Except as provided to the contrary in the Loan Agreement, the undersigned agrees that without the prior express written consent of Assignee in each and every instance, which consent Assignee may grant or withhold in its reasonable discretion, no rent will be paid by any person in possession of any portion of the Premises for more than one (1) installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced or discounted, or otherwise discharged or compromised by the undersigned without the prior express written consent of Assignee in each and every instance, which consent Assignee may grant or withhold in its reasonable discretion. The undersigned agrees not to make any other or further assignment of the rents or profits or leases prior to the release of this Assignment without the consent of Assignee. Except as provided to the contrary in the Loan Agreement, the undersigned shall not amend, cancel, abridge, terminate or otherwise modify (or permit or suffer the amendment, cancellation, abridgement, termination or modification of) any existing or future leases, or any portion thereof, without the express prior written consent of Assignee in each and every instance, which consent Assignee may grant or withhold in its reasonable discretion.

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The following information was obtained from the records of the Cook County Clerk's Office on 01/15/2011. This information is provided for your information only and is not intended to be used for any other purpose. The information is provided as is and is not guaranteed to be accurate or complete. The information is provided for your information only and is not intended to be used for any other purpose. The information is provided as is and is not guaranteed to be accurate or complete.

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Nothing herein contained shall be construed as constituting Assignee an "assignee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Assignee, no liability in connection with events or occurrences accruing prior to the exercise of such power shall be asserted or enforced against Assignee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to execute and deliver immediately upon the request of Assignee, all such further assurances and assignments in the Premises as Assignee shall from time to time reasonably require.

Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding that, subject to the provisions of the Loan Agreement, Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, each of which shall constitute an Event of Default hereunder: failure to pay any installment of principal or interest when due in accordance with the terms of the Note and the expiration of any notice and grace periods expressly provided for thereby or in the Loan Agreement, or the occurrence of an Event of Default under and defined in the Loan Agreement, the Mortgage or any of the Other Documents (as defined in the Loan Agreement), or failure to perform or observe any of the agreements, obligations, warranties, representations, terms, provisions or conditions of this Assignment made or to be performed or observed by the undersigned and such failure is not cured within five (5) days with respect to payment of principal or premiums or interest under the Note or within five (5) days after notice thereof by Assignor to the undersigned with respect to defaults involving the payment of money other than principal, premiums or interest under the Note or within twenty (20) days after notice thereof by Assignor to the undersigned with respect to defaults other than those involving the payment of money; provided, however, that in the event that the undersigned has commenced to cure such failures other than those involving the payment of money and the undersigned is diligently pursuing such cure but such failure is not susceptible of cure within such twenty (20) day period and such failure does not cause material or unreasonable harm to Lender or to the Collateral (as defined in the

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The undersigned, as hereinafter defined, hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the records of the undersigned, and that the same has been compared with the original and found to be a true and correct copy thereof.

Witness my hand and the seal of the undersigned at the County Clerk's Office, Cook County, Illinois, this _____ day of _____, 19____.

County Clerk, Cook County, Illinois

8/10/2014

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Loan Agreement), the undersigned shall have an additional twenty (20) days within which to cure such failure.

Nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under said Note and Mortgage or any other instrument herein mentioned.

In any case in which, under the provisions of the Mortgage, Assignee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, and/or in any case in which pursuant to the provisions hereof Assignee has the right to exercise the rights and powers conferred upon it herein, then forthwith, upon demand of Assignee, the undersigned agree to surrender to Assignee and Assignee shall be entitled to take actual possession of the Premises (and any or all property located thereon) or any part thereof personally, or by its agents or attorneys, and Assignee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or the then owner of the Premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undersigned, or in its own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, 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 or security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel or terminate the same, to alter any lease, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem

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judicious, in its discretion, to insure and reinsure the same for all risks incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

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 leases or rental agreements relating to the Premises nor shall Assignee be obligated to collect any rents or enforce any leases. The undersigned shall and hereby agree to indemnify and hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to so perform or discharge any of the terms, covenants or agreements contained in said leases except with respect to liability, loss or damage in connection with events or occurrences occurring after Assignee takes possession. Should Assignee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof or in the defense of any claims or demands, the undersigned agrees to reimburse Assignee for the amount thereof, including direct costs, direct expenses and reasonable attorneys' fees, immediately upon demand.

Assignee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

A. To the payment of the operating expenses of the Premises, including, without limitation, compensation to Assignee and its agent or agents, if management of the Premises has been delegated to an agent or agents, lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, and premiums on insurance hereinabove authorized;

B. To the payment of taxes, special assessments and other Impositions (as defined in the Mortgage) now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien of the Mortgage;

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THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY APPROVED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 12345
WHEREAS, the Board of Supervisors of Cook County, Illinois, has received a request from the [Name] for the [Purpose]; and
WHEREAS, the Board of Supervisors of Cook County, Illinois, has determined that it is in the best interests of the County to [Action];
NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Cook County, Illinois, do hereby [Action];
IN WITNESS WHEREOF, the Board of Supervisors of Cook County, Illinois, has caused this Resolution to be signed and attested this [Date] day of [Month], 19[Year].

ATTEST:
[Signature]

THE BOARD OF SUPERVISORS OF COOK COUNTY, ILLINOIS, HAS THIS DAY APPROVED THE FOLLOWING RESOLUTION:

RESOLUTION NO. 12346
WHEREAS, the Board of Supervisors of Cook County, Illinois, has received a request from the [Name] for the [Purpose]; and
WHEREAS, the Board of Supervisors of Cook County, Illinois, has determined that it is in the best interests of the County to [Action];
NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Cook County, Illinois, do hereby [Action];
IN WITNESS WHEREOF, the Board of Supervisors of Cook County, Illinois, has caused this Resolution to be signed and attested this [Date] day of [Month], 19[Year].

10-10-2018

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C. To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

D. To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to Assignee upon receipt of demand from said Assignee to pay the same.

The provisions set forth in this Assignment herein shall be deemed a special remedy given to Assignee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any other instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon the legal representatives, successors and assigns of each of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to its legal representatives, successors and assigns, including all holders from time to time of the Note.

No judgment or decree which may be entered on any debt secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the undersigned, or until such time

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as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

All obligations and undertakings of the undersigned herein shall be the joint and several obligations and undertakings of Beneficiary and the Trust.

Any provision or provisions of this Assignment which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Assignment shall be of no force and effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the tenor of this Assignment the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Assignment.

Except as otherwise provided herein, any notice required hereunder shall be in writing, and shall be deemed to have been validly served, given or delivered upon hand delivery or two business days after deposit in the United States mails, certified return receipt requested, or the day following delivery to a reputable overnight courier and addressed to the party to be notified as follows:

If to Assignee, at:

National Pride of Chicago, Inc.
3201 West Lake Street
Melrose Park, Illinois 60160
Attention: Terry K. Wilkins

with a copy to:

Vial, Hamilton, Koch & Knox
1717 Main Street, Suite 4400
Dallas, Texas 75201
Attention: Charles D. Pulman

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If to Assignor, at:

National Pride Co.
350 West Hubbard Street
Chicago, Illinois 60610
Attention: Lee Rosenberg

with a copy to:

Alzheimer & Gray
10 South Wacker Drive
Suite 4000
Chicago, Illinois 60606
Attention: S. Michael Peck

or to such other address as each party may designate for itself by like notice given in accordance with this Section.

Assignee acknowledges and agrees that this Second Assignment of Leases and Rents and the interests herein granted are subordinate and inferior to the Assignment of Leases and Rents granted to American National Bank and Trust Company of Chicago (the "Bank"), the terms and provisions of which are set forth in that certain Subordination Agreement (herein so called) dated of even date herewith between Assignor, Assignee and Bank, which Subordination Agreement is incorporated herein and made a part hereof for all purposes.

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THE BOARD OF SUPERVISORS OF
THE COUNTY OF COOK
DO HEREBY RESOLVE THAT THE
FOLLOWING BE THE POLICY
PROGRAMS OF THE COUNTY OF COOK

FOR THE YEAR ENDING
MARCH 31, 1964
AND THAT THE BOARD OF SUPERVISORS
DO HEREBY RESOLVE THAT THE
FOLLOWING BE THE POLICY
PROGRAMS OF THE COUNTY OF COOK

AND THAT THE BOARD OF SUPERVISORS DO HEREBY RESOLVE THAT THE FOLLOWING BE THE POLICY PROGRAMS OF THE COUNTY OF COOK

AND THAT THE BOARD OF SUPERVISORS DO HEREBY RESOLVE THAT THE FOLLOWING BE THE POLICY PROGRAMS OF THE COUNTY OF COOK

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IN WITNESS WHEREOF, the undersigned has executed this Second Assignment as of the day and year first above set forth.

ASSIGNOR:

ATTEST:

NATIONAL PRIDE CO., an Illinois corporation

By: Pete M. Gates
Its: Secretary

By: [Signature]
Its: PRESIDENT

ASSIGNEE:

ATTEST:

NATIONAL PRIDE OF CHICAGO, INC., a Texas corporation

By: [Signature]
Its: SECRETARY

By: [Signature]
Its: PRESIDENT

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

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Lee Rosenberg, President of NATIONAL PRIDE CO., an Illinois corporation, and Peter M. Gotsch, Secretary of said corporation and 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 instrument as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

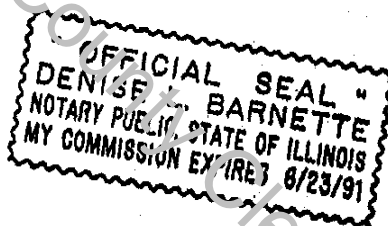
GIVEN under my hand and notary seal this 27th day of April, 1990.

Denise A. Barnette

Notary Public

My Commission Expires:

6-23-91



Clerk's Office

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

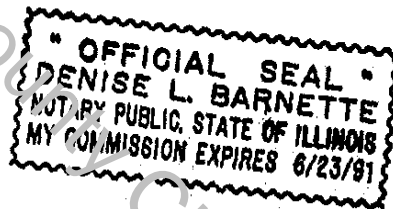
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Billy J. Graham and Terry K. Wilkins, of NATIONAL PRIDE OF CHICAGO, INC., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary, appeared before me this day in person and acknowledged that they signed, sealed and delivered the instrument as their free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notary seal this 22nd day of April, 1990.

Denise L. Barnette
Notary Public

My Commission Expires:

6-23-91



This Document was prepared by and after recording should be returned to:

Vial, Hamilton, Koch & Knox
1717 Main Street, Suite 4400
Dallas, Texas 75201
Attention: Charles D. Pulman

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EXHIBIT A

PARCEL 1:

THE EAST 150 FEET OF THE SOUTH 280.10 FEET OF THE WEST 30 ACRES OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT FROM THE ABOVE DESCRIBED PARCEL THE SOUTH 70 FEET THEREOF), IN COOK COUNTY, ILLINOIS, EXCEPT THE IMPROVEMENTS LOCATED ON THE LAND.

PARCEL 2:

THE IMPROVEMENTS LOCATED ON PARCEL 1 OF THE LAND.

. DEPT-01 RECORDING \$23.50
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. 49040 : G * - 90 - 198518
. COOK COUNTY RECORDER

ADDRESS: 1106 Dundee Road, Palatine, Illinois 60067
P.I.N.: 02-01-300-018, Vol. 148

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ALTERNATE

TO BEAR IN MIND THAT THE LANDS...
BY THE STATE OF ILLINOIS...
AND THE COUNTY OF COOK...
AND THE CITY OF CHICAGO...
AND THE VILLAGE OF...
AND THE TOWNSHIP OF...

AND THE PARCELS OF THE LAND...

IN WITNESS WHEREOF...
I, CLERK OF COOK COUNTY...

Property of Cook County Clerk's Office

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[Handwritten signature]