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COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

96-288

This Assignment is made April 25, 1990 between MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee to AFFILIATED BANK NORTH SHORE NATIONAL, formerly known as NORTH SHORE NATIONAL BANK OF CHICAGO, as Trustee under a Trust Agreement dated July 29, 1977 and known as Trust 32, ("Trust 32"), DAMEN APARTMENTS, an Illinois limited partnership ("DAMEN"), and PLANNED REALTY GROUP, INC., an Illinois corporation, ("PLANNED REALTY") (all hereinafter collectively referred to as "Assignor") and LA SALLE BANK LAKE VIEW, an Illinois banking corporation, having an office at 3201 N. Ashland Avenue, Chicago, IL 60657 (hereinafter referred to as "Assignee").

W I T N E S S :

WHEREAS, Trust 32 and PLANNED REALTY are indebted to Assignee in the principal amount of \$600,000 together with interest thereon from and after the date hereof at the rates provided in that Mortgage Note ("Mortgage Note"), of even date herewith;

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered, or caused to be executed and delivered, a Mortgage of even date herewith, to secure said Mortgage Note on certain real estate in the County of Cook, State of Illinois, legally described as follows:

LOTS 17 AND 18 IN KRAUSE'S RESUBDIVISION OF LOTS 9 TO 20 AND THE NORTH HALF OF LOT 8 AND LOT 21 IN BLOCK 1 IN MURPHY'S ADDITION TO ROGERS PARK IN THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7381 N. DAMEN AVENUE, CHICAGO, IL

PERMANENT INDEX NO.: 11-30-408-001-0000

including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessee) under certain oral or written leases of all or part of the Mortgaged Premises involving the above described real property; and

WHEREAS, PLANNED REALTY, formerly known as Planned Partnership, Inc., and DAMEN have entered into certain Articles of Agreement for Deed dated November 15, 1984, ("Articles of Agreement") for the sale of the Mortgaged Premises; and

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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 assigned

in respect to all payments so made. relieved of any and all duty, liability, or obligation to Assignor delivered to and received by such Lessees who are expressly received by such nominee as Assignee may designate in writing, nominee as Assignee may designate in writing delivered to and rents and other amounts herein assigned to Assignee or such thereof, are hereby expressly authorized and directed to pay all Mortgage Note, the Lessees of the Mortgaged Premises, or any part occurrence of an Event of Default under the aforesaid Mortgage or of any and all rents and other amounts herein assigned upon the necessary or desirable in order to collect and endorse the payment the name of Assignor or otherwise, which Assignee may deem and make any settlement of any claims, either in its own name or in direction to file any claim or take any other action or proceeding Lessees and other occupants of the Mortgaged Premises, and at its herein assigned, which may be or become due and payable by the give complete acquittance for any and all rents and other amounts in its name, place, and stead, to demand, collect, receipt, and Assignor with full power of substitution and with power for it and purposes of collecting rents only, the true and lawful attorney of and this Assignment, Assignor hereby appoints Assignee, for subject to and in accordance with the terms of the Mortgage

such leases as may from time to time be designated by Assignee. Assignment, Assignor agrees to deposit with Assignee upon demand and other income which may become due during the life of this aforesaid Mortgage or Mortgage Note, to collect all of said rents obligation, upon the occurrence of an Event of Default under the Mortgaged Premises unto Assignee, with the right but without the income arising thereunder and on account of the use of the transfer of all leases hereby assigned and all the rents and other premises, it being intended hereby to establish a collateral leases and any of them or on account of the use of the Mortgaged which may now or hereafter be or become due or owing under the are hereinafter called the "Leases" and all rents and other income said Leases, Articles of Agreement, and any of them, all of which this Assignment and all amendments, extensions, and renewals of which may be executed at any time in the future during the life of and the Articles of Agreement, or any part thereof, now existing or described lease, all other leases affecting the Mortgaged Premises, any and all amendments, extensions, and renewals thereof, the above described loan conditions of said Mortgage Note, the Mortgage, and deliver unto Assignee, as security for the payment of the above collateral, bargain, sell, transfer, assign, convey, set over and tions, the receipt of which is hereby acknowledged, does hereby NOW, THEREFORE, Assignor, for good and valuable considera-

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

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hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage and this Assignment at any and all times hereafter, without notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor 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 Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Mortgage Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press 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 Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases or by reason of this Assignment, 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 to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

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Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Mortgage Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the Mortgage. Any Lessee of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for

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not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Mortgage Note, the aforesaid Mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Mortgage Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee, to AFFILIATED BANK NORTH SHORE NATIONAL, formerly known as NORTH SHORE NATIONAL BANK OF CHICAGO, not personally, but as Trustee as aforesaid, has caused these presents to be signed, all as and on the day, month, and year first above written.

* See Exculpatory Clause below

MANUFACTURERS AFFILIATED TRUST COMPANY,
Successor Trustee, to AFFILIATED BANK NORTH SHORE NATIONAL,
formerly known as NORTH SHORE NATIONAL BANK OF CHICAGO,
not personally, but as Trustee aforesaid under Trust 32

By:

Title:

Anne C. Umlauf - Trust Officer

ATTEST:

Title: Katja A. Ritan-Assistant Secretary

This Document is given to Manufacturers Affiliated Trust Company, not individually, but solely as Trustee, of the Trust Agreement mentioned in said Document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Document shall be payable only out of any Trust property which may be held hereunder. Except that no duty shall rest upon the Manufacturers Affiliated Trust Company personally, or its Trustee, to safeguard any of the earnings, assets, or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of this Document or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of the Manufacturers Affiliated Trust Company is hereby expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each and every kind are those of the Trustee's of the Manufacturers Affiliated Trust Company. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by Manufacturers Affiliated Trust Company, as Trustee.

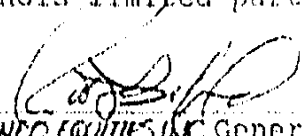
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DAMEN APARTMENTS,
an Illinois limited partnership

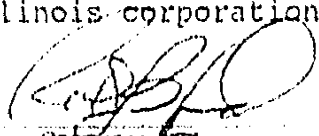
By:


PRES. PLANNED EQUITIES, INC. General Partner

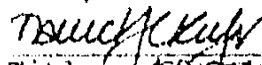
General Partner

PLANNED REALTY GROUP, INC.,
an Illinois corporation

By:


Title: PRESIDENT

ATTEST:


Title: ASSISTANT SECRETARY

This instrument prepared by:
William B. Weidenaar
One North LaSalle Street
Chicago, Illinois 60602

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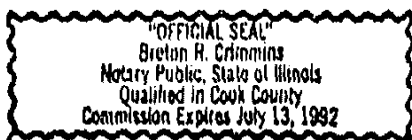
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I, Bretton R. Crimmins, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Anne C. Unlauff, Trust Officer, President of MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee, to AFFILIATED BANK NORTH SHORE NATIONAL, formerly known as NORTH SHORE NATIONAL BANK OF CHICAGO, and Katja A. Rutan, Assistant Secretary, ~~Secretary~~ of said MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee, to AFFILIATED BANK NORTH SHORE NATIONAL, formerly known as NORTH SHORE NATIONAL BANK OF CHICAGO, personally known as NORTH SHORE NATIONAL BANK OF CHICAGO to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee, to AFFILIATED BANK NORTH SHORE NATIONAL, formerly known as NORTH SHORE NATIONAL BANK OF CHICAGO, as Trustee, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that ~~he~~/she, as custodian for the corporate seal of said MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee, to AFFILIATED BANK NORTH SHORE NATIONAL, formerly known as NORTH SHORE NATIONAL BANK OF CHICAGO, did affix the said corporate seal as ~~his~~/her own free and voluntary act, and as the free and voluntary act of said MANUFACTURERS AFFILIATED TRUST COMPANY, Successor Trustee, to AFFILIATED BANK NORTH SHORE NATIONAL, formerly known as NORTH SHORE NATIONAL BANK OF CHICAGO, as Trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of May, 1990.



Notary Public

(Notary
Seal)

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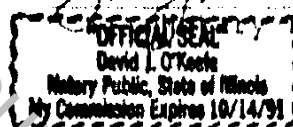
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, DAVID J. O'KEEFE, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that ROBERT J. BUFORD PRES. PLANNED EQUITIES INC., General Partner of DAMEN APARTMENTS, an Illinois limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said DAMEN APARTMENTS, an Illinois limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7TH day of MAY, 1990.

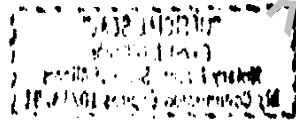


(Notary Seal)

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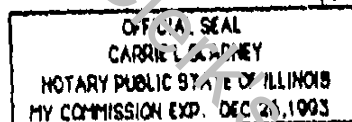
STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, CARRIE GLADNEY, a Notary Public in and for said county, in the state aforesaid, DO HEREBY CERTIFY that ROBERT J. BUFORD, President of PLANNED REALTY GROUP, INC., an Illinois corporation, and DAVID J. O'KEEFE, ASSISTANT, Secretary of said PLANNED REALTY GROUP, INC., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, 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 PLANNED REALTY GROUP, INC., for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he/she, as custodian for the corporate seal of said PLANNED REALTY GROUP, INC., did affix the said corporate seal as his/her own free and voluntary act, and as the free and voluntary act of said PLANNED REALTY GROUP, INC., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7TH day of MAY, 1990.

Carrie Gladney
Notary Public

(Notary Seal)



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. COOK COUNTY RECORDER

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