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COLLATERAL ASSIGNMENT OF LANDLORD'S INTEREST IN LEASE

THIS AGREEMENT, made as of the 5th day of April, 1990, by LA SALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated January 1, 1989, and known as Trust Number 114291 (hereinafter called the "Landlord"); NORTH COMMUNITY BANK, an Illinois Banking Corporation (hereinafter called the "Lender"); and consented to by BONDING AND INSURANCE SPECIALISTS, INC. (hereinafter called the "Tenant").

WITNESSETH:

WHEREAS, by Lease executed by Landlord and Tenant dated December 1, 1989 (hereinafter called the "Lease"), Landlord has leased to Tenant that parcel of real property situated in the City of Chicago, County of Cook, State of Illinois, legally described in Exhibit "A" attached hereto and hereby made a part hereof and commonly known as 1st Floor, 717-723 South Wells Street, Chicago, Illinois, said parcel of real property, together with all buildings, structures, improvements and fixtures now or hereafter located thereon are hereafter referred to as the "Leased Premises"; and

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COOK COUNTY, ILLINOIS  
CLERK OF COURT

APR 14 1990 11:05

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BOX 333-GG

THIS DOCUMENT PREPARED BY *return to:*  
GEORGE D. KARCAZES, Esq.  
150 North Wacker Drive  
Suite 2950  
Chicago, Illinois 60606-1610

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WHEREAS, Landlord has executed and delivered to Lender a Mortgage Note dated April 5, 1990 in the principal amount of \$1,455,000.00, together with interest payable monthly at the rate shown therein, payable to the order of Lender ON DEMAND (which obligation is hereinafter referred to as the "Note"); and

WHEREAS, Landlord desires to assign to Lender all of Landlord's right, title, and interest in the estate created by the Lease, as collateral for the payment of the foregoing Notes.

NOW, THEREFORE, in consideration of the loan by Lender to Landlord, the use of the proceeds as described herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Landlord hereby assigns, transfers, and sets over to Lender all of Landlord's rights, title, and interest in the estate created by the Lease, including without limitation all of Landlord's rights to receive rents as Landlord of the Leased Premises.

This Assignment is given as security for (i) the payment of the principal, interest, and premium, if any, at any

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time due pursuant to the Notes, (ii) payments of all sums, with interest thereon, secured by or becoming payable to Lender under, and all costs and expenses incurred by Lender under the Notes, and (iii) performance of each obligation, covenant, condition, and agreement of the Landlord contained herein or in the Notes. This Assignment is given as security in addition to the security of the Mortgage on the real estate and not as a part of the security of said Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage. The Lender shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Lender may exercise the security hereof and of the Mortgage concurrently or independently and in any order or preference.

2. Until all indebtedness of Landlord to Lender becoming due under the Notes is fully satisfied and Lender delivers to Landlord an assignment and release of all rights hereunder, Landlord agrees to perform all of its obligations under said Lease that may be required to keep said Lease in full force and effect.

3. Landlord agrees that it shall not amend, modify, cancel, terminate or assign the Lease for any cause whatever, or agree to any waiver of the terms thereof without the prior written consent of Lender being first obtained.

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4. Landlord warrants to Lender that all obligations of Landlord heretofore arising under the Lease have been performed, and covenants and agrees to perform all obligations, covenants, conditions, and agreements arising hereafter under the Lease, in such manner as to give Tenant no cause or grounds for terminating the Lease.

5. If any default in the terms of the Lease occurs, whether caused or claimed to be caused by Tenant or the Landlord, Tenant and Landlord shall promptly notify Lender thereof in writing. Should any such default occur or should Tenant or Landlord fail to do any act as herein provided or in any way default in any of the terms and conditions hereof, then Lender, but without obligation to do so, and without notice to or demand on Tenant or Landlord, and without releasing Landlord from any obligation herein or in the Notes, Mortgage or Lease may, but shall not be obligated to, make or do the same and correct any such default in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and also the right to perform and discharge each and every obligation, covenant, condition, and agreement of Landlord contained in the Lease.

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6. Lender shall not be responsible for the control, care or management of the Leased Premises or for the carrying out of any of the terms and conditions of the Lease on Landlord's part to be performed. Lender shall not be responsible for any waste committed on the Leased Premises by Landlord or Tenant, and Lender shall not be liable by reason of any dangerous or defective conditions of the Leased Premises resulting in damages, loss, injury or death to any person or property.

7. An event of default under this Agreement and Assignment shall be deemed to have occurred (a) after default in payment of any installment of principal or of interest on the Notes after the same shall become due; (b) upon any event of default under and as defined in the lease or any termination, however caused, of the Lease prior to the expiration of the term of the Lease or of any extension thereof then in effect; or (c) after any other event of default under the Mortgage (including any default in the performance of Landlord's obligations under this Agreement subject to the notice and rights to cure provisions set forth in the Mortgage, Notes, and Lease), each of which events of default is hereby incorporated herein by reference as if each such event of default were set forth herein.



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8. Upon the occurrence of an event of default under this Assignment, the entire principal sum of Landlord's indebtedness to Lender under the Notes shall, together with interest, become due, at the option of Lender, and Lender shall have all rights and remedies available at law or in equity.

9. Landlord will promptly execute, upon written request by the Lender, any and all instruments requested by the Lender to carry this Assignment into effect or to accomplish any other purposes deemed by the Lender to be reasonably necessary or appropriate in connection with this Assignment.

10. Landlord shall pay immediately upon demand by Lender all sums reasonably expended by, and all indebtedness incurred by Lender under the authority of this Agreement, together with interest thereon at 14 3/4% or the highest rate permitted by law, whichever is lower, and the same shall be added to the sums secured hereby and by the Mortgage.

11. This Assignment shall be binding upon the successors and assigns of the parties hereto. Lender shall have the right to assign all or any part of its interest under this Assignment at any time in connection with any transfer of the Notes evidencing Landlord's indebtedness to Lender which is secured hereby.

12. In the event the Lender, or any purchaser at a Foreclosure Sale, acquires the leasehold interest

A Part Hereof

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LEASE DATED April 5, 1990

RIDER ATTACHED TO AND MADE A PART OF LEASE DATED 3 0 8  
COLLATERAL ASSIGNMENT OF LANDLORD'S INTEREST IN  
This LEASE is executed by LA SALLE NATIONAL BANK, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated 1-1-89 and known as Trust No. 114291 at LA SALLE NATIONAL BANK, to all provisions of which Trust Agreement this LEASE is expressly made subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Lessee, and that so far as said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this LEASE assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises.

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in and to the Leased Premises pursuant to the exercise of any remedy provided for in the Mortgage or otherwise, Tenant agrees to attorn to the Lender, or to such other purchaser, as its new Landlord and the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the day and year first above written.

LA SALLE NATIONAL BANK, TRUSTEE

LA SALLE NATIONAL BANK,  
not personally, but solely  
as Trustee under Trust Agreement  
dated January 1, 1989, and  
known as Trust Number 114291,  
LANDLORD-ASSIGNOR

BY: Joseph M. Long

ATTEST: Rosemary Walker

NORTH COMMUNITY BANK,  
LENDER-ASSIGNEE

BY: Johnston

BONDING AND INSURANCE  
SPECIALISTS, INC.,  
TENANT

BY: William J. [Signature]

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EXHIBIT "A"

Lots 16, 21 and 22 and the North 18 feet of Lot 27 (except the East 4 feet of said Lots taken for widening an alley) all in Block 102 in School Section Addition to Chicago, all in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as 717-723 South Wells Street,  
Chicago, Illinois.

PIN: 17-16-402-023-0000

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