

ASSIGNMENT OF RENTS AND LEASES

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THIS ASSIGNMENT made this 25th day of June, 1990, by Heritage Trust Company as Trustee under Trust Agreement 87-3072, dated August 3, 1987, having an address and principal place of business at 17500 Oak Park Avenue, Tinley Park, Illinois 60471, (hereinafter called the "Assignor") to American United Life Insurance Company, an Indiana corporation, having its principal offices at Indianapolis, Indiana and an address at Post Office Box 368, Indianapolis, Indiana 46206 (hereinafter called the "Assignee"), WITNESSETH, that:

FOR VALUE RECEIVED, the Assignor hereby grants, transfers, assigns and sets over to the Assignee all of the right, title and interest of the Assignor in and to the Leases now or hereafter existing on all or any part of the land and improvements situated in the County of Cook, State of Illinois, described as follows, to-wit:

~~Lot 1 in Landmark Atrium ^{See Exhibit A} Subdivision of Part of the West 1/2 of the North West 1/4 of Section 10, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.~~

(herein called the "Premises"); together with all rents, income and other sums payable thereunder or otherwise for the use and occupation of the Premises, including, without limitation, all options, amendments, extensions or renewals and guarantees of lessee's obligations under the Leases.

This Assignment is given as security for (a) payment of all sums due under a certain promissory note and all amendments, extensions or renewals thereof, in the original principal sum of \$3,650,000.00, made by the Assignor to the Assignee, dated of even date herewith (hereinafter called the "Note") and secured by a Real Estate Mortgage on the Premises (hereinafter called the "Mortgage"); (b) payment of all other sums with interest becoming due and payable to the Assignee under the provisions of this Assignment or the Note or the Mortgage; and (c) the performance and discharge of each obligation, covenant and agreement of the Assignor contained herein or in the Note and the Mortgage. Acceptance of this Assignment shall not impair, affect or modify any of the terms or conditions of the Note or the Mortgage.

The Assignor covenants and agrees with the Assignee as follows:

1. This Assignment includes all of the right, title and interest of the Assignor in and to the said Leases and in and to the right to the use and possession of the Premises, including any and all of the rents, issues, profits and avails now due, which may hereafter become due under and by virtue of any of the Leases, whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between the Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns, under the powers herein granted and any tenant or occupant of all or any part of the Premises.

2. The Assignor represents, warrants and agrees that (a) the Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (b) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (c) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interests, powers and/or authorities herein granted and conferred.

COOK COUNTY, ILLINOIS
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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 IN LANDMARK ATRIUM SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS AND PARKING FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT RECORDED June 29, 1990 AS DOCUMENT 90312014

PIN 27-10-100-031

COMMON ADDRESS: 9501 W. 144th Place
Orland Park, IL

0189R(1)

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IN WITNESS WHEREOF

I, the undersigned, do hereby certify

that the foregoing is a true and correct copy

of the original as the same appears in the records of the Board of Supervisors of Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the Board of Supervisors of Cook County, Illinois.

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and that the same is a true and correct copy

of the original as the same appears in the records of the Board of Supervisors of Cook County, Illinois.

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3. The Assignor will, from time to time, execute upon request of the Assignee, any and all instruments reasonably requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment, including, without limitation, specific assignments of any of the Leases or agreements relating to use or occupancy of the Premises or any part thereof now or hereafter in effect.

4. This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage and/or the Note.

5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, powers and/or authorities are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under the Leases or other agreements with respect to the Premises.

6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8. The Assignee shall have the right to further assign this Assignment of Rents and Leases and any and all rights accruing hereunder to any subsequent assignee of the interest of the Assignee under the Mortgage and the Note.

9. It is understood that this Assignment is an absolute assignment which is effective as at the date hereof and, upon demand by the Assignee to the tenant under any of the Leases or to any person liable for any of the rents, issues and profits of and from the Premises or any part thereof, such tenant or person liable for any of such rents, issues and profits shall, and is hereby authorized and directed to, pay to or upon the order of the Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing under the Leases or any other instrument or agreement, oral or written, giving rights to an obligation to pay rents, issues or profits in connection with the Premises.

10. So long as there shall exist no default by the Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in the Note or the Mortgage contained, the Assignee shall not demand from any tenant under said Leases or other persons liable therefor, any of the rents, issues and profits hereby assigned but shall permit the Assignor to collect upon, but not prior to accrual, all such rents, issues and profits from the Premises and the Leases and to retain and enjoy the same; provided that notwithstanding the provisions of this Section 10, all tenants under the Leases and all other persons liable for rents, issues and profits of and from the Premises shall comply with any demands for rents made by the Assignee pursuant to the provisions of this Assignment without regard to whether or not the same is made in compliance with this Section 10.

11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Mortgage, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or the Mortgage contained, and the expiration of the period of grace, if

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any, with respect to any such default as provided for in the Note or the Mortgage, the Assignee may declare all sums secured hereby immediately due and payable and may, at the option of the Assignee without notice either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of the rights of the Assignee hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which the Assignee may deem necessary or appropriate in and about the Premises or the protection thereof or the enforcement of the rights of the Assignee hereunder or under the Note or the Mortgage; and any and all amounts expended by the Assignee in connection with the foregoing together with interest thereon from date of payment of any such expense at the rate of Eleven and seven eighths per cent (11.875%) per annum (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall constitute so much additional indebtedness secured hereby and by the Mortgage. The Assignee shall apply any monies collected by the Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as the Assignee may determine. The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default or notice of default hereunder or under the Note or the Mortgage.

12. Any tenants or occupants of any part of the Premises are hereby authorized to recognize the claims and demands of the Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or the Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment shall be drawn to the exclusive order of the Assignee.

13. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the Leases, nor shall this Assignment operate to place upon the Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the tenant under any of the Leases or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

14. The Assignor shall and does hereby agree to indemnify and to hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under the Leases or under or by reason of this Assignment 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 perform or

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discharge any of the terms, covenants or agreements contained in the Leases. Should the Assignee incur any such liability, loss or in damage under the Leases or under or by reason of this Assignment, or the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorney's fees, together with interest thereon from date of any such payment at the rate of Eleven and seven eighths per cent (11.875%) per annum (or at such lesser rate of interest as may be the maximum not prohibited by applicable law), shall be secured hereby and by the Mortgage; and the Assignor shall reimburse the Assignee therefor immediately upon demand and upon the failure of the Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

15. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

16. The Assignor has not, and will not, accept rent in advance under the Leases excepting only monthly rents for current months which may be paid in advance and security deposits, if any.

17. The term "Leases" as used herein means the Leases and agreements heretofore defined and hereby assigned, all options, amendments, extensions or renewals thereof now or hereafter executed and all leases subsequently executed during the term of this Assignment covering the Premises or any part thereof.

18. The Assignor shall cause this Assignment to be served upon the tenant under the Leases and, at the sole cost and expense of the Assignor to cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises.

19. This Assignment embodies the entire agreement and understanding between the parties relating to the subject matter hereof and may not be amended or waived except by an instrument in writing executed by the party against whom enforcement of such amendment or waiver is sought. If any clauses or provisions herein contained would invalidate this Assignment in whole or in part, such clauses or provisions only shall be invalid, and the remainder of this Assignment will remain in full force and effect.

20. All notices or demands which are required or permitted to be given or served hereunder shall be in writing and sent by certified or registered or first class mail at the address first above set out or to such other address as any party hereto shall designate to the other in writing.

21. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

22. Upon payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

23. This Assignment, together with the covenants and warranties herein contained, shall inure to the benefit of the Assignee and any subsequent holder of the Note and the Mortgage and shall be binding upon the Assignor, his heirs, executors, administrators, successors, and assigns and any subsequent owner of the Premises. If more than one person or entity has executed this Assignment as the Assignor, the term "Assignor" shall include all such persons and the obligations of all such persons shall be joint and several. In this Assignment, whenever the context so requires, the masculine, feminine or neuter genders shall include the other genders and the singular number includes the plural and the plural the singular.

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24. This Assignment is executed by Heritage Trust Company (the "Bank"), not personally but as Trustee aforesaid, in the exercise of the power and authority conferred upon and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on the Bank as Trustee as aforesaid, the beneficiaries of such trust or on the Bank personally, to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Bank, as Trustee as aforesaid, and its successors, the beneficiaries of such trust and the Bank, personally, are concerned, the Mortgagee and the holder or holders of the Note and the owner or owners of the indebtedness accruing hereunder shall look solely to the Premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note and Assignment of Lease provided.

Upon the payment in full of the Note and all indebtedness secured hereby and by the Mortgage, as evidenced by the recording or filing of an instrument of conveyance, satisfaction or full release of the Mortgage, this Assignment shall automatically become and be void and of no effect.

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

ATTEST

Jean P. Fulton
Trust Officer

JEAN P. FULTON
ASSISTANT SECRETARY

Heritage Trust Company as Trustee
Under Trust Agreement 87-3072,
dated August 3, 1987

By: Linda Lee Lutz

Printed: LINDA LEE LUTZ

Title: Lead Trust Supervisor

BOX 333-GG

This document was prepared by Robert E. Ferguson
Robert E. Ferguson
Attorney at Law
American United Life Insurance Company
P. O. Box 368
Indianapolis, Indiana 46206
(317) 263-1877

Box 333

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that LINDA LEE LUTZ and JEAN P. FULTON and Trust Officer of Heritage Trust Company, and ASSISTANT SECRETARY, of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such LINDA LEE LUTZ and Trust Officer and JEAN P. FULTON, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Company, as Trustee, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY, did also then and there acknowledge that he, as custodian for the corporate seal of said Bank, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this 25th day of June, 1990.

Lynda A. Blust
Notary Public

My Commission Expires:
12-7-93



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Handwritten signature