

under any such Lease, or in any case where Assignor otherwise would have the right, power or privilege so to do. This appointment is long as any part of the indebtedness secured hereby shall remain unpaid.

10. Indemnification. Assignor hereby agrees to defend, indemnify and hold Assignee harmless from any and all liability, loss, damage or expense that Assignee may incur under, or in defense of, any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Lease, including, but not limited to, any claims by any tenants or credit for rental for any period under any Lease more than one (1) month in advance of the due date thereof paid to and received by Assignor but not delivered to Assignee. Should Assignee incur any such liability, loss, damage or expense, the amount thereof, including attorneys' fees, with interest thereon at the Default Rate set forth in the Note, shall be payable by Assignor immediately without demand, and shall be secured as a Lien hereby and by the Mortgage.

11. Records. Until the indebtedness secured hereby shall have been paid in full, Assignor shall deliver to Assignee executed copies of any and all Leases upon the same terms and conditions as herein contained, but Assignor acknowledges and agrees that such specific assignment and transfer shall not be required to make the Assignment operative with respect to such future Leases. Assignor hereby covenants and agrees to make, execute and deliver to Assignee upon demand and at any time any and all further or additional assignments, documents and other records and instruments, including, but not limited to, rent rolls and books of account sufficient for the purpose, that Assignee may deem to be necessary or advisable for carrying out the purposes and intent of, or otherwise to effectuate, this Assignment.

12. No Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time shall not be construed or deemed to be a waiver of any such right, and nothing herein contained nor anything done or omitted to be done by Assignee pursuant hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note, Mortgage or other Loan Documents, or the laws of the state in which the said Premises are situated. The rights of Assignee to collect the indebtedness secured hereby, to enforce any other security thereon, or to enforce any other right or remedy hereunder may be exercised by Assignee either prior to, simultaneously with, or subsequent to, any other action taken hereunder and shall not be deemed an election of remedies.

13. Primary Security. Assignor agrees that the Assignment is primary in nature to the obligation evidenced and secured by the Note, Mortgage and other Loan Documents, and any other document given to secure and collateralize the indebtedness secured hereby. Assignor further agrees that Assignee may exercise the Assignment without first resorting to or exhausting any other security or collateral; however, nothing herein contained shall prevent Assignee from successfully or concurrently selling on the Note, foreclosing the Mortgage, or exercising any other right under any other document collateralizing the Note.

14. Merger. (i) The fact that the Lease or the leasehold estate created thereby may be held, directly or indirectly, by or for the account of any person or entity which shall have an interest in the fee estate of the Premises, (ii) the operation of law, or (iii) any other event shall not merge any Lease or the leasehold estate created thereby with the fee estate in the Premises as long as any of the indebtedness secured hereby and by the Note, Mortgage, and other Loan Documents shall remain unpaid, unless Assignee shall consent in writing to such merger.

15. Termination of Assignment. Upon payment in full of all of the indebtedness secured by the Note, Mortgage and other Loan Documents and all sums payable hereunder, Assignee shall execute and deliver a release of the Assignment. No judgment or decree entered as to said indebtedness shall operate to abrogate or lessen the effect of this Assignment until the indebtedness has actually been paid. The affidavit, certificate, letter or statement of any officer or Assignee showing that any part of said indebtedness has remained unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment. Any person, firm or corporation may, and is hereby authorized to, rely on such affidavit, certificate, letter or statement. A demand by Assignee to any tenant for payment of rent by reason of any default claimed by Assignee shall be a sufficient direction to said tenant to make future payments of Rents to Assignee without the necessity for further consent by, or notice to, Assignor.

16. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States Mail, postage prepaid, certified or registered with return receipt requested, or by delivering same in person to the intended address, as follows:

to Assignor: Daniel G. Dvorik
200 West 22nd Street
Lombard, Illinois 60148

With a Copy to: Affiliated Bank/Du Page
350 West North Avenue
Cook County, Illinois 60101

With a Copy to: 350 West North Avenue
Cook County, Illinois 60101

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or at such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective upon the date of its deposit. Notice given by personal delivery shall be effective upon delivery.

17. Successors. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land and shall inure to the benefit of, and bind, all parties hereto and their respective heirs, successors and assigns, all tenants and their subtenants and assigns, and all subsequent owners of the Premises and all successors, transferees, and assigns of Assignee and all subsequent holders of the Note and Mortgage.

18. Additional Rights and Remedies. In addition to, but not in lieu of, any other rights hereunder, Assignee shall have the right to institute suit and obtain a protective or mandatory injunction against Assignor to prevent a breach or default, or to enforce the observance of the agreements, covenants, terms and conditions contained herein, as well as the right to ordinary and punitive damages occasioned by any breach or default by Assignor.

19. Severability. If any provision of this Assignment or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of the Assignment and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

20. Third Party Beneficiaries. It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

21. Entire Agreement. This document contains the entire agreement concerning the assignment of Leases and Rents between the parties hereto. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, each party.

22. Construction. Whenever used herein, and the context requires it, the singular shall include the plural, and the plural the singular, and any gender shall include all genders. All obligations of each Assignor hereunder shall be joint and several.

23. Governing Law. The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment, except that if the Premises are located in a state other than the State of Illinois, proceedings relating to the enforcement of remedies shall be determined in accordance with the laws where the Premises are located.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

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EXCULPATION

This instrument is executed by the undersigned, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants, and conditions to be performed by the undersigned are undertaken by its solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or enforceable against the undersigned by reason of anything contained in said instrument, or in any previously executed document whether or not executed by said undersigned either individually or as Trustee as aforesaid, relating to the subject matter of the foregoing agreement, all such personal liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, this instrument has been duly executed the day and year first above written.

This instrument is executed by the undersigned, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and insofar as said Trustee is concerned, is payable only out of the Trust estate which in part is securing the payment hereof and through the enforcement of the provisions of any other collateral from time to time securing payment hereof. No personal liability shall be asserted or be enforceable against the undersigned, as Trustee, because or in respect of this instrument or the making, issue or transfer thereof, all such liability of said Trustee, if any, being expressly waived in any manner.

HARRIS TRUST AND SAVINGS BANK

as Trustee under Trust Agreement dated

May 1, 1990

and known as Trust No. 90071 and not personally

By: JAMES J. PERNER Vice President



By: KENNETH E. PIEKUT Assistant Secretary

DAWN M. LESNIAK

STATE OF ILLINOIS)) 33. COUNTY OF COOK)

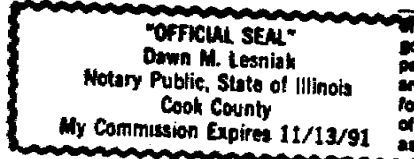
I, JAMES J. PERNER a Notary Public, in and for said County, in the State aforesaid, Do Heroby Certify, that

KENNETH E. PIEKUT Vice President of the Harris Trust and Savings Bank and Assistant Secretary

of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice-President, and Assistant 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 1st day of June A.D. 19 90

Dawn M. Lesniak Notary Public



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EXHIBIT

PARCEL 1: 925 East St. Charles Road, Lombard, Illinois

Lots 1 and 2 in Schneider's Assessment Plat, being a Subdivision in the West 1/2 of the North West 1/4 of Section 9, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded November 10, 1964 as Document R64-42438, in Du Page County, Illinois. PIN: 06-09-101-009

PARCEL 2: 1111 East Ogden, Naperville, Illinois

Lots 8 and 9 in Block 1 in Arthur T. McIntosh and Company's Ogden Highlands, being a Subdivision in the East 1/2 of Section 7 and the West 1/2 of Section 8, Township 38 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 9, 1925 as Document 195889, in Du Page County, Illinois. PIN: 08-08-103-007

PARCEL 3: 812 East Chicago Street, Elgin, Illinois

The Easterly 70 feet of Lot 15 and the Westerly 30 feet of Lot 16 in Lord's Park Terrace a part of Lot 18 in County Clerk's Subdivision in the South West 1/4 of Section 18, Township 41 North, Range 9 East of the Third Principal Meridian, in Cook County, Illinois. PIN: 06-18-300-057

PARCEL 4: 2920 East 159th Street, Markham, Illinois

Lots 16, 17, 18, 19 and 20 (except that part of said Lots North of the North Boundary of 159th Street and South of a line which intersects the West boundary of Lot 16 at a point 5.61 feet North of the South West corner of Lot 16 and the East boundary of Lot 20 a point 7.80 feet North of the South East corner of Lot 20) in Block 12 in Croissant Park Markham 8th Addition in the South 1/2 of the South West 1/4 of Section 13, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. PIN: 28-13-329-031

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EXHIBIT "B" LEASES

1. That certain Lease between Neville J. Gough and Arnold G. Gough and Interstate Brands Corporation, dated May 28, 1969, and any supplemental agreements and renewals of the Lease with the current term ending on September 30, 1992, covering the premises located at 925 East St. Charles Road, Lombard, Illinois.

2. That certain Lease between Neville J. Gough and Arnold G. Gough and Interstate Bakeries Corporation, dated May 2, 1968, and any supplemental agreements and renewals of the Lease with the current term ending on November 30, 1993, covering the premises located at 2910 West 159th Street, Markham, Illinois.

3. That certain Lease between Neville J. Gough and Arnold G. Gough and Interstate Bakeries Corporation, dated March 6, 1969, and any supplemental agreements and renewals of the Lease with the current term ending on September 30, 1992, covering the premises located at 812 East Chicago, Elgin, Illinois.

4. That certain Lease between Neville J. Gough and Arnold G. Gough and Interstate Bakeries Corporation, dated May 2, 1968, and any supplemental agreements and renewals of the Lease with the current term ending on April 30, 1994, covering the premises located at 1111 East Ogden Avenue, Naperville, Illinois.

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