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## ASSIGNMENT OF NOTES AND LIENS

THIS ASSIGNMENT, made on the 10th day of May, 1991, between CREDITORS OF THE NOTE, THESE COMPANIES, and BORROWERS  
COMPARTMENTED, personally by themselves, trustee under Trust  
Agreement dated July 1, 1987, and known as Trust Number  
108817, the trustee hereinafter referred to as "Assignee". A copy of which  
Trust Agreement is attached hereto and incorporated herein by reference, is referred to as  
"Assignment".

WITNESS AS FOLLOWS:

THAT WHEREAS, the Assignee is hereby indebted to Assignee from money borrowed on the mortgage principal sum of \$3,131,110 DOLLARS THREE THOUSAND AND NO/100 Dollars (\$31,110,000.00), as evidenced by a certain Mortgage Promissory Note of even date herewith, bearing in each case the "Note", whereof Note is secured by a certain Mortgage given by Assignee to Assignee under even date herewith (which Mortgage is herein called "the Mortgage"), dated the terms of which Note and which Mortgage are herein incorporated herein by reference, upon certain property (hereinafter called "said property") in the County of Cook and State of Illinois, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION AND ADDRESS OF PROPERTY.

NOW, THEREFORE, to secure the payment of the said sum becoming due under said Note according to the tenor and effect of same, Note, the Assignee, company, becoming due from Assignee, the Assignee, trustee of the Mortgage, to whom sums and other amounts, being hereinafter called the "indebtedness", and to whom shall be paid the same, by Assignee, of and in the manner, by assignment, sale, hypothecation, and otherwise, as Assignee may desire, and likewise, in case of the said Mortgage, or in any other agreement or document, between Assignee and Assignee, and unless otherwise provided, the sum of one billion (\$1,000,000) and one hundred and one thousand dollars and twenty seven cents, being the indebtedness, the Assignee does by these presents, GRANT, TRANSFER and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, thereon, by virtue of any lease, whether written or verbal, or in any other form of any agreement, for the use or occupancy of any part of said property, he not failing or reneging from, or agreed to, or being the intention of the undersigned to hereby establish an absolute, irrevocable and assignable to Assignee of all such leases and agreements made or agreed to by either the undesignated or by the Assignee under the powers herein granted, and of all the rights thereto. The leases hereby assigned are listed on Exhibit A-1 attached hereto.

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without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues and profits of said Property, and by way of supplemental and further Assignment hereby irrevocably covenants and agrees that in the event of any default by the lessee under the said Note or under the Mortgage above described, whether before or after the Note is declared to be immediately due, or whether before or after the institution of any legal proceeding to foreclose the title of the Mortgagor, or before or after any sale thereof, forthwith upon demand of Assignee, Assignee will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as far as it may be necessary and the Assignee's discretion Assignee may, without written notice and with or without process of law, without any action on the part of the holder or holders of the Note or the Mortgage, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignee relating thereto and may exclude Assignee and Assignee's agents or servants whereby therefrom and may in Assignee's own name or Assignee under his or her seal hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of the Assignee, from time to time make or cause to be made all necessary or proper repairs, renewals, replacements, alterations, additions, betterments, and improvements of the said Property as to Assignee may seem just, safe, and convenient, and pressure the same after any lease or sale of said Property to the parties, and for such times and on such terms as the Assignee may seem fit, including leases for terms of years beyond the maturity of the business secured by the Mortgage and may cancel any lease or sublease for any term or for any period which would entitle Assignee to terminate the same, but may manage and operate the said Property and any or the business thereof as Assignee shall deem best and do every thing that shall be necessary for the said Property that Assignee might do. In consideration of Assignee hereby irrevocably waives and放弃 Assignee, in the name, place and stead of Assignee, to the best of his knowledge, revenues, issues, profits and income of the said Property, and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or present charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sum as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any

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matters or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all monies arising as aforesaid:

- (1) To the payment of interest from time to time accrued and unpaid on the said Note;
- (2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;
- (3) To the payment of any and all other charges secured by or created under the said Mortgage; and
- (4) To the payment of the balance, if any, after the payment in full of the items hereinbefore stated.

Assignee hereby ratifies and confirms everything that Assignee may have done or by virtue of the foregoing.

Notwithstanding any other provision hereof, so long as there shall exist no default by the lessee in the payment of the indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage or other instrument contained, Assignee shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the said Property for the terms shown:

Concerning each lease hereinabove described, Assignee hereby covenants and agrees to and with the Assignor that without the written consent of the Assignee first obtained, Assignee will not:

- (1) Cancel or terminate such lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of such lease;
- (2) Reduce the rent provided for in such lease, or modify such lease in any way, either orally or in writing, or grant any concession in connection with such lease, either orally or in writing;
- (3) Consent to any assignment of the interest of

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the Tenant in the Lease, or to any subles-  
etting thereof;

(f) Accept any rent payable under the Lease in  
advance of the time when the same is payable  
under the terms thereof; and any of the above  
acts, if done without the written consent of  
the Assignee, shall be null and void.

Any default on the part of Assignor hereunder shall constitute a default of Assignee under the Note and Mortgage.

This Assignment shall be construed as a covenant  
running with the land, shall be assignable by Assignor and  
shall be binding upon and future to the benefit of each of the  
parties hereto and their respective executors, administra-  
tors, legal representatives, successors and assigns.

The failure of Assignee or any of the Assignee's  
agents or attorneys, successors or assigns to make use of any  
of the terms, provisions and conditions of this Assignment  
for any period of time, at any time or times, shall not be  
construed or deemed to be a waiver of any of Assignee's  
rights under the terms hereof, but Assignee or Assignee's  
agents or attorneys, successors or assigns shall have full  
right, power and authority to enforce this Assignment or any  
of the terms, provisions or conditions hereof, and exercise  
the powers hereunder, at any time or times or times that shall  
be deemed fit.

In accepting this Assignment, the Assignee herein  
does not assume nor shall it be under any obligation whatever  
to perform any of the covenants, understandings or promises on  
the part of the Lessor to be performed under any lease which  
may be entered into concerning the said property.

If the Assignor shall pay off the indebtedness  
when or before due and shall keep, observe and fully perform  
all the covenants, conditions, stipulations and agreements  
herein contained, then this Assignment shall be null and void  
and dissolved with promptness upon Assignor's demand therefor,  
release and discharge this Assignment.

This Assignment is executed by CHICAGO TITLE AND  
TRUST COMPANY, An Illinois Corporation, 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 said CHICAGO TITLE AND TRUST COMPANY, hereby warrants  
that it possesses full power and authority to execute this  
Instrument and it is expressly understood and agreed that  
nothing herein or in said Note contained shall be construed  
as creating any liability on said Assignor or on said CHICAGO  
TITLE AND TRUST COMPANY, An Illinois Corporation, personally  
to pay the said Note or any interest that may accrue thereon.

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or any indebtedness remaining to remainder, or to perform any covenants either expressed or implied herein contained, all such liability, if any, being expressly withdrawn by Trustee and his every person now or hereafter claiming any right or security hereunder, and that so far as the assignee and its successors and said CHIEF TRUSTEE personally are concerned, the usual holder or holders of said Note and the owner or owners of the indebtedness remaining hereunder shall look solely to the principal holder so convened for the payment thereof, to the enforcement of the law hereby created, in the manner herein and in said Note provided.

IN WITNESS WHEREOF, CHICAGO TIE AND TRUST  
COMPANY, an Illinois Corporation, not personally but as  
Trustee, as aforesaid, has caused these presents to be signed  
by its Act<sup>r</sup> Vice President  
and its RECEIPT and its corporate seal to  
be hereunto affixed and attested by its SECRETARY  
the day and year first above written.

CHICAGO TRICKE AND TRUST COMPANY,  
A Subsidiary Corporation, As  
Trustee and not personally.

RECEIVED  
FEB 2 2001  
RICHARD B. LARSON  
ASST. SECRETARY

STATE OF ILLINOIS )  
COUNTY of Cook )

The undersigned, a Notary Public  
in and for said County, in the State aforesaid, do HEREBY  
CERTIFY THAT SUSAN BECKER, Asst. Vice President  
~~Officer~~ of CHICAGO TITLE AND TRUST COMPANY, An Illinois  
Corporation and Dorothy Catolano  
~~SSL Section~~ ~~Joint Trust Officer~~ of said  
bank, who are personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument, as  
~~Asst. Vice President~~ ~~Officer~~ and ~~Joint Trust Officer~~  
~~Officer~~ 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  
aforesaid, for the uses and purposes therein set forth; and

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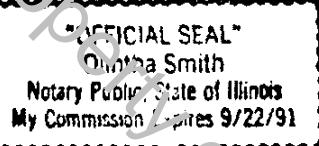
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ACCT. NO. 111-111-1111  
I, the undersigned, do hereby declare, that I am the sole Trustee of the said Trust, and that I have and there acknowledged  
that said Assistant Trustee, in custody of the  
corporate seal of said Corporation, did affix the seal of  
said instrument as said Assistant Trustee's own  
free and voluntary act, and as the free and voluntary act of  
said Corporation, as trustee as aforesaid, for the uses and  
purposes herein set forth.

I, the undersigned, have affixed my hand and Notarial Seal this 17<sup>th</sup>  
day of May, 1991.

*Onitha Smith*  
Notary Public

My commission expires:



*7/21/91*  
This instrument prepared by  
Irene Ford  
Manufacturers Bank  
1200 N. Ashland Avenue  
Chicago, Illinois 60622

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*BEST REGS.*

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Proposed by the State of California and the City of Los Angeles, the California Water Bond is a \$7.5 billion bond measure that would provide funding for water infrastructure projects across the state. The bond would be used to address water supply and quality issues, as well as to support environmental restoration projects. The bond would also provide funding for water efficiency programs and research. The bond would be repaid over 30 years through a combination of state and local taxes.

ability, and the ability to learn and adapt to new situations.

For example, the following code creates a `Table` object with three columns and two rows:

10. The following table summarizes the results of the study. The first column lists the variables, the second column lists the sample size, and the third column lists the estimated effect sizes.

County C'.

本章主要讨论了如何通过分析和设计，将一个复杂的系统分解为若干个相对独立的子系统，从而简化系统的分析和设计过程。

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## EXHIBIT A-1

All rents, issues and profits now due and which may hereafter become due, whether during or after the term of our Lease, under or by virtue of any lease, whether written or verbal, orally, letting of or any agreement for the use or occupancy of any part of said property heretofore or hereafter made or agreed to, it being the intention of the Assignor to hereby extinguish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by the undersigned or by the Assignee under the powers herein granted and of all the rights thereto.

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**AFTER RECORDING, RETURN TO:** MANUFACTURERS BANK  
1200 N. Ashland Avenue  
Chicago, Illinois 60622

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