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pursuant to or in connection with the following: (i) this Assignment, (ii) the Leases, (iii) the control, operation and management of the Leased Property and (iv) any one or more of the terms, covenants or conditions which are set forth in any of the Loan Documents or any amounts evidenced or secured by or due pursuant to any of such Loan Documents. All Lease Income so collected by Assignee shall be applied in such manner and in such order of priority as Assignee may elect from time to time, and the tenants in said Leases are hereby authorized and directed upon demand of the Assignee to pay the said Lease Income to Assignee in accordance with this Assignment and without requiring any legal action or proof of any such default, alleged default or license termination. Further, in the event of a default in any of the Loan Documents or a default or alleged default by the Lessor in any of said Leases, and without taking possession of said Leased Property and without incurring any of the obligations associated with the control, operation and management of said Leased Property or any of the obligations of the Lessor in the Leases, Assignee is hereby authorized and entitled to the extent from time to time deemed necessary or desirable by Assignee to demand, collect, receive, sue for, attach, levy and apply all Lease Income in the manner specified in the two immediately preceding sentences. Should the license granted in this paragraph be terminated in whole or in part by Assignee following the occurrence of a default in any of the Loan Documents or a default or alleged default by the Lessor in any of said Leases, such license or portion thereof may from time to time thereafter be granted by Assignee in writing subject to the terms, covenants and conditions specified herein, but Assignee shall not in any eventuality be required to grant such license or part thereof. A new license on the same terms, covenants and conditions as the license granted herein shall be automatically granted to any purchaser of an interest in the Property provided such purchaser acquires said interest in a manner which is itself not a default in any of the Loan Documents but such automatic license shall be granted only to the extent that the license granted herein is still effective immediately prior to such purchase.

2. This Assignment is expressly made subject to and is limited by the promises, undertakings and obligations of Lessor in said Leases. The Assignee assumes no financial responsibility to the tenants in any of said Leases or any obligation to do, perform or attend to any of the matters or things required by the Leases to be done, performed or attended to by the Lessor, and the tenants in said Leases shall look to the Lessor therein and to the Lease Income for their protection and reimbursement and not to Assignee. In no event do the parties hereto intend that Assignee will be a mortgagee in possession by the mere acceptance of this Assignment or by Assignee's mere collection of the Lease Income, nor shall Assignee be a mortgagee in possession except to the extent Assignee exercises in writing from time to time Assignee's rights to control, operate and manage the Leased Property, and then only when applicable law so provides.

3. Neither the collection or application as aforesaid of said Lease Income, nor the exercise, enforcement, performance or protection of any other rights, titles or interests assigned or granted herein, shall cure or waive any default or alleged default in or modify any of said Loan Documents or rights, titles or interests therein or invalidate any act done pursuant thereto. To be effective, any waiver of any of the terms, covenants or conditions hereof must be in writing and shall be valid only to the extent clearly set forth in such writing.

4. Assignor does hereby irrevocably appoint Assignee as Assignor's attorney-in-fact, coupled with an interest, to demand, collect, receive, sue for, attach, levy and apply any or all Lease Income as herein authorized, to cure any one or more defaults or alleged defaults of Lessor or others in any of said Leases and to exercise, enforce, perform and protect all other terms, covenants and conditions hereof or of the Loan Documents or of said Leases.

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5. Assignor hereby indemnifies and holds harmless Assignee from and against all loss, cost or liability of every nature whatsoever suffered or incurred by Assignee in exercising, performing, enforcing or protecting its rights, titles and interests herein.

6. It is hereby expressly agreed that, unless Assignee shall first give its written consent, no alteration, supplementation, change or modification may be made in any of the Leases, nor shall any of such Leases be cancelled or surrendered by mutual agreement between the Lessor and the tenants therein without the prior written consent of the Assignee, nor shall any of such Leases be cancelled or surrendered for any other reason. The license granted in paragraph 1 hereof expressly excludes the right to take any action in violation of the immediately preceding sentence, and any such action shall be void until Assignee gives its written consent thereto. If such written consent is granted by Assignee, then Assignor shall automatically possess the license to take any action specifically consented to by Assignee. Assignor covenants that no Lease Income shall be paid or accepted in advance of the time permitted in the Assignment of Rents.

Assignor represents and warrants that (i) all Leases are in full force and effect, (ii) to the best of Assignor's knowledge and belief, no default or alleged default by the Lessor or the tenants in said Leases, nor any event which with the giving of notice or the lapse of time or both would constitute such a default, exists on the date hereof except as may have been disclosed to Assignee by a written disclosure delivered to Assignee prior to the date hereof, (iii) the Leases have not been modified or altered in any manner except as has been disclosed to Assignee by a written disclosure delivered to Assignee prior to the date hereof, (iv) Assignor has the absolute right, title and authority to assign to Assignee all of the rights, titles and interests of Lessor assigned herein and to agree to the terms, covenants and conditions set forth herein and (v) Assignor is the unencumbered owner of all of the Lessor's rights, titles and interests in said Leases, but subject to the terms, covenants and conditions hereof.

8. If the Assignee is not The Life Insurance Company of Virginia, a Virginia corporation, then the parties hereto agree that, prior to the purchase of said Note by The Life Insurance Company of Virginia, wherever there is a requirement herein that Assignor obtain Assignee's prior written consent or give Assignee any notices, that the term "Assignee" shall include The Life Insurance Company of Virginia as though The Life Insurance Company of Virginia were the original Assignee named herein. Notwithstanding the immediately preceding sentence, however, if The Life Insurance Company of Virginia's loan commitment pertaining to the Loan Documents is terminated by The Life Insurance Company of Virginia or expires without The Life Insurance Company of Virginia purchasing said Note or advancing any funds evidenced by said Note, then this paragraph shall become null and void unless The Life Insurance Company of Virginia extends such commitment within 60 days from such expiration. Upon any such extension, this paragraph shall continue from the date hereof to be in full force and effect subject to any subsequent such termination or expiration, in which case the earlier provisions of this paragraph regarding any such termination or expiration shall again be applicable as though no earlier termination or expiration had ever occurred.

9. Provided no foreclosure occurs, or deed in lieu of such foreclosure is given, in satisfaction or partial satisfaction of the Note, then upon payment in full (as determined solely by Assignee) to Assignee in good and sufficient funds satisfactory in all respects to Assignee of all amounts due under each of the Loan Documents and the satisfaction (as determined solely by Assignee) in full of all terms, covenants and conditions of each of the Loan Documents, this Assignment shall automatically become null and void and of no effect, and the rights, titles and interests assigned herein shall automatically revert to Assignor; and, thereafter, upon written demand of Assignor delivered to Assignee at its home office addressed to the attention of the Mortgage Division (which demand must include a specific description and street address of the Leased Property and the name of the original Assignor named herein), Assignee at the sole expense of Assignor will release this Assignment of record. 916197-11

10. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal

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representatives, successors and assigns.

11. In the event a default occurs in any of the Loan Documents or a default or alleged default by the Lessor occurs in any of the Leases, the Assignee is hereby given the option of (i) exercising, enforcing, performing or protecting its rights, titles or interests under said Assignment of Rents, Assignment of Income or this Assignment of Leases, separately and independently of each other, (ii) exercising, enforcing, performing, or protecting its rights, titles or interests under the Assignment of Rents, the Assignment of Income and this Assignment of Leases collectively as though all of said documents were actually only one document, or (iii) exercising, enforcing, performing or protecting its rights, titles or interests under any two of the documents mentioned in part "(1)" of this sentence separately and independently of the other of such documents. The exercise of any one of the options granted in the immediately preceding sentence shall not prevent the later exercise from time to time by Assignee of any of the other options granted therein; provided, however, any such exercise shall automatically terminate all previous such exercises in order that only one of such options will be in effect at any one time.

12. At the expense of Assignor, Assignee is hereby given the authority to employ agents, attorneys and others in exercising, enforcing, performing or protecting Assignee's rights, titles or interests in any of the Loan Documents. Assignor agrees to reimburse Assignee for all monies advanced by Assignee in so exercising, enforcing, performing or protecting Assignee's rights, titles or interests in any of the Loan Documents, together with interest on all such advances by Assignee at the rate of four percent per annum in excess of the rate of interest which is then in effect with respect to the Note (assuming no default exists therein and that no acceleration of the unpaid principal balance thereof has occurred) from the date of each of such advances respectively.

13. Assignor agrees to deliver or cause to be delivered to Assignee written notice of and copies of any and all notices received by Assignor or Lessor in connection with said Leases -- it being understood, however, that all such notices to be effective shall be given first to Assignee by the tenant giving such notice since Lessor's right to receive all of such notices has been assigned to Assignee herein.

14. In the event of any conflict between this Assignment of Leases, the Assignment of Rents or the Assignment of Income, this Assignment of Leases shall prevail; provided, however, nothing contained in this paragraph or in any of the Loan Documents shall ever be construed to deny Assignee the benefit of any rights, titles or interests granted to Assignee in any of such Loan Documents.

15. Assignor covenants and agrees that neither Assignor nor Lessor shall commit, suffer or permit a default in or violation of any of the terms, covenants or conditions of the Leases.

16. If the Mortgage is a deed of trust or deed to secure debt instead of a mortgage; THEN AND ONLY THEN by making or purchasing (as the case may be) the loan evidenced by the aforesaid Note and the other Loan Documents, the Assignee acknowledges acceptance of this Assignment upon the terms herein stated, and the Assignee further agrees that all Leases shall at all times be and remain superior to the liens of the said Loan Documents except to the extent expressly provided to the contrary herein or by other written instrument executed either by Assignee or by others with the written consent of Assignee.

17. Additional Provisions (if any):

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18. **Exculpation - Partnership.** Except as set forth in (a) that certain Indemnity Agreement (the "Indemnity Agreement") of even date herewith from Assignor to Assignee and (b) that certain Guaranty (the "Guaranty") of even date herewith from Donald E. Schimek and James Stancel to Assignee, it is intended hereby that the Note shall be payable only out of the property specifically described in the Mortgage by enforcement of the provisions contained in the Loan Documents and out of any other property, security or guaranties given for the indebtedness evidenced by the Note, and accordingly:

(a) Subject to the provisions of Subsection (c) below and the Indemnity Agreement and the Guaranty, no personal liability shall be asserted or be enforceable against Assignor or any of Assignor's partners (general or limited) or their respective successors and assigns or their separate assets and estates because of or in respect of the Note or the making, issue or transfer thereof, all such liability, if any, being expressly waived by each from time to time Assignee:

(b) Nothing herein contained shall be deemed a waiver by any Assignee of any right which such Assignee may have pursuant to Sections 506(a), 506(b), and 1111(b) or any other provision of the Bankruptcy Code of the United States to file a claim for the full amount of the indebtedness evidenced by the Note or to require that all collateral or security for the indebtedness evidenced by the Note shall continue to secure the entire amount of the indebtedness evidenced by the Note in accordance with the Loan Documents.

(c) Nothing hereby contained shall affect or impair the liability or obligation of any guarantor, co-maker or other person (including Assignor or any partner of Assignor) who by separate instrument shall be or become liable upon or obligated for any of the indebtedness evidenced hereby or any of the covenants or agreements contained in the Loan Documents or any other instrument.

**IN WITNESS WHEREOF**, the undersigned has caused this Assignment to be duly executed, all on and as of the \_\_\_\_\_ day of November, 1991.

**LAGROU KOSTNER PARTNERSHIP, an Illinois general partnership**

By: \_\_\_\_\_  
Donald E. Schimek, general partner

By: *James Stancel*  
James Stancel, general partner

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## EXHIBIT A

PARCEL 1: THAT PART OF A TRACT OF LAND CONSISTING OF PARTS OF LOTS 3, 4, 5, 6 AND THAT PART OF VACATED SOUTH KILBOURN AVENUE PER DOCUMENT NO. 6399208 IN COUNTY CLERK'S DIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF SECTION 34, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF CHICAGO AND ILLINOIS WESTERN RAILROAD RIGHT-OF-WAY, SAID POINT BEING 28.49 FEET SOUTH OF THE EAST AND WEST CENTERLINE OF SAID SECTION 34, THENCE NORTH ALONG THE EAST LINE OF SAID RIGHT-OF-WAY, SAID LINE BEING 256.43 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 659.20 FEET; THENCE SOUTHEAST 203.96 FEET TO A POINT ON A LINE 450.71 FEET NORTH OF AND PARALLEL TO EAST AND WEST CENTERLINE OF SAID SECTION 34, SAID POINT BEING 40.00 FEET EAST OF THE SAID RIGHT-OF-WAY LINE; THENCE EAST, PARALLEL TO SAID EAST AND WEST CENTERLINE OF SAID SECTION 34, FOR A DISTANCE OF 510.49 FEET TO A LINE 417.31 FEET WEST OF AND PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 34; THENCE SOUTH, ALONG THE SAID LINE 439.20 FEET TO A POINT ON A LINE, SAID LINE BEING 28.49 FEET SOUTH OF AND PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 34, THENCE WEST ALONG A LINE 28.49 FEET SOUTH OF AND PARALLEL TO EAST AND WEST CENTERLINE OF SAID SECTION 34, FOR A DISTANCE OF 650.62 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION OF EASEMENTS RECORDED AS DOCUMENT NOS. 29053109 AND 29053110 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 3514 South Kostner Avenue  
Chicago, Illinois

P.I.N.: 16-34-103-010; 16-34-302-015 and 16-34-302-026

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STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK     )

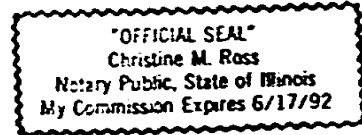
On this 16th day of November, 1991, before me appeared Donald E. Schimek and James Stancel, the sole partners of LaGrou Kostner Partnership, an Illinois general partnership to me personally known, who, being by me duly sworn, did say that they executed the foregoing instrument as their free and voluntary act and deed and the free and voluntary act and deed of the partnership for the purposes therein contained.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Christine M. Ross  
Notary Public - Signature

My Term Expires:  
6/17/92

Christine M. Ross  
Notary Public - Printed Name



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EXHIBIT B

1. Lease dated September 30, 1991 1991 by and between Assignor, as lessor and LaGrou Motor Service, Inc. and LaGrou Distribution System, Inc. as lessees.

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