

# UNOFFICIAL COPY

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THIS DOCUMENT PREPARED BY AND  
AFTER RECORDING, MAIL TO:

COOK COUNTY CLERK'S OFFICE

Jeffrey J. Stahl, Esq.  
Shefsky, & Froelich Ltd.  
Suite 2500  
444 North Michigan Avenue  
Chicago, Illinois 60611

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## ASSIGNMENT OF RENTS AND LEASES

\$18.00

This Assignment is made jointly and severally as of December 31, 1990, by and among LaSalle National Trust, N.A., as Trustee under Trust Agreement dated December 21, 1990 and known as Trust Number 116013, whose mailing address is 135 South LaSalle Street, Chicago, Illinois 60690 (hereinafter called "Assignor") to Jerome Finis, the servicing agent for these certain notes under note #1 as more completely described in Exhibit B attached hereto, whose mailing address is: c/o General Real Estate Corp., 1165 N. Clark Street, Suite 610, Chicago, 60610 (hereinafter called "Assignee"). Assignor owns real property legally described in Exhibit A, attached hereto and by this reference made a part hereof (the "Premises").

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under all present leases of the Premises including those leases described on the Schedule of Leases attached hereto as Exhibit B and make a part hereof, together with all future leases hereinafter entered into affecting the Premises or any portion thereof, and all guarantees, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises or any portion thereof.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness, as defined in the Mortgage as hereinafter described, and as evidenced by those certain Promissory Notes of Assignor more specifically set forth in Exhibit B attached hereto, dated December 17, 1990 in the aggregate principal sum of \$500,000.00 (the "Note") and secured, inter alia, by that certain Mortgage and Assignment of Rents (the "Mortgage") of Assignor of even date herewith, encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Note, Mortgage and all other instruments constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, Mortgage and in all other instruments constituting security for the Note.

Assignor covenants and agrees with Assignee that:

1. There is no present lease of the Premises not listed on the Schedule of Leases.
2. The sole ownership of the entire landlord's interest in the Leases is vested in the Assignor. Assignor shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment or pledge securing the indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the date thereof; or (d) make any lease of the Premises or any portion thereof except for actual occupancy by the tenant thereunder.
3. Each of those Leases listed on the Schedule of Leases is valid and enforceable in accordance with its terms and none has been or will be altered, modified, amended, terminated, cancelled, renewed or surrendered nor has been nor will be any term or condition thereof waived in any manner whatsoever, except as heretofore approved in writing by Assignee.
4. There is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at

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the sole cost and expense of Assignor, enforce (excluding termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.

5. Assignor shall give prompt notice to Assignee of each notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.

6. Without Assignee's prior written consent in each case, Assignor will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.

7. This Assignment is absolute and is effective immediately; however, until notice, in writing, is sent by Assignee to the Assignor that an event of default has occurred under the Note or under any other instrument at any time constituting security for the Note (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

8. If any event of default occurs at any time under the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option, after service of a Notice, receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings, and, if there is a deficiency, during the redemption period, to the extent that the waiver of such redemption period can not, legally, be effected.

9. The Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee, in its own name and capacity or in the name and capacity of Assignor, (from and after the service of a Notice), to demand, collect, receive and give complete acquittances for any and all rents, income and profits occurring from the Premises, and, at Assignee's discretion, to file any claim or take any other action or proceeding and make any settlement in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.

10. After service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor and its agents and servants wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times, after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all indebtedness and liability of Assignor to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments and all other sums due from Assignor to Assignee on the Note and the Mortgage; all in such order and for such time as Assignee may determine.

11. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor under any of the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, 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, occupant, licensee, employee or stranger.

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12. Assignor hereby covenants and agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damages including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Lease or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases.

13. Assignee may: (a) take or release any party primarily or secondarily liable for any of the indebtedness; (b) grant extensions, renewals or indulgences with respect to such indebtedness; and (c) apply any other security therefor held by Assignee to the satisfaction of such indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the indebtedness.

14. Assignee may, at its option, although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor and each of them, and all monies expended in so doing shall be chargeable to the Assignor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the indebtedness, and shall be immediately due and payable.

15. That waiver of, or acquiescence by Assignee in, any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

16. That the rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note and all instruments constituting security for the Note, and at law and in equity.

If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated address of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof to the extent so permitted. The gender and number used in this Agreement are used as a reference term only, and shall apply with the same effect whether the parties are of the masculine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

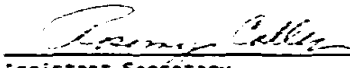
IN WITNESS WHEREOF, LaSalle National Trust, not personally but as Trustee as aforesaid, has caused these presents to be signed by one of its ~~Vice Presidents~~ or Assistant Vice Presidents and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, all as of the day, month and year first above written.


SEE OTHER ATTACHED SHEETS AND SEAL A PART HEREOF

ATTEST:

LASALLE NATIONAL TRUST, *et al*

Not personally but solely as Trustee as aforesaid

  
Assistant Secretary

By:   
Assistant Vice President



RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED 12-31-90 9 (UNDER TRUST NO.) 716013

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL TRUST, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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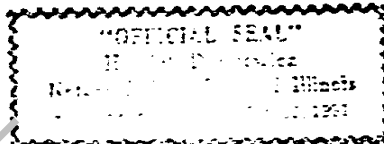
STATE OF ILLINOIS )  
                          )SS  
COUNTY OF Cook )

I, MARRIET DENISEWICZ a Notary Public in and for said County in the State aforesaid, do hereby certify that Caroline Bok ASST. Vice President of LaSalle National Trust, an Illinois Banking Association, and Dorothy Collins ASST. Secretary of said LaSalle National Trust, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, Vice President and 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 acts, and as the free and voluntary act of said LaSalle National Trust, as Trustee, for the uses and purposes therein set forth; and the said Secretary did at that time and there acknowledge that he/she as custodian for the corporate seal of said LaSalle National Trust, did affix the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said LaSalle National Trust, as Trustee, for the uses and purposes therein set forth.

Given under my hand and official seal this 31<sup>st</sup> day of December, 1990.

Mariet Denisewicz  
Notary Public

Commission expires \_\_\_\_\_



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## EXHIBIT A

LOT 1 IN NELSON'S RESUBDIVISION BEING A RESUBDIVISION IN SECTION 32, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

08-32-422-037

Address:

3-55 Turner Court

Elk Grove Village IL

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## Exhibit B

### Noteholders and Principal Amounts

|   |                     |
|---|---------------------|
| Stephen J. and Jean M. Reifenberg                           | \$ 25,000.00        |
| Robert and Stephanie Nerad                                  | \$ 50,000.00        |
| Lee Bettinger   | \$ 20,000.00        |
| Mark and Monika Rebholz                                     | \$ 20,000.00        |
| Mark and Cynthia Levy                                       | \$ 50,000.00        |
| William J. Schweitzer, as trustee for<br>Suzanne Schweitzer | \$100,000.00        |
| Steve Schowalter  | \$ 50,000.00        |
| Bernadine M. Mattes   | \$ 25,000.00        |
| Richard Edwards, as trustee for R & M<br>Medical Services   | \$ 60,000.00        |
| Richard Lang  | \$ 20,000.00        |
| Harvey L. Kroboth and Alice R. Kroboth                      | \$ 20,000.00        |
| Ralph and Carol Sallmann                                    | \$ 30,000.00        |
| Elaine B. Schmittinger                                      | \$ 30,000.00        |
|   | <u>\$500,000.00</u> |



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## EXHIBIT C

### SCHEDULE OF LEASES

| Tenant       | Sq. Ft.    | Base Rent<br>Term of Lease | R.E. Taxes          |            | Total       |
|--------------|------------|----------------------------|---------------------|------------|-------------|
|              |            |                            | Insurance<br>per/yr | C.P.M.     |             |
| Munchies     | 3100       | * 5/1/88-5/31/91           | \$2,325.00          | \$1,045.25 | \$ 3,370.25 |
| Vacant       | 1100       |                            |                     |            |             |
| Meat Cut     | 3080       | 01/01/90-12/31/91          | 1,956.34            | 1,033.67   | 2,990.01    |
| Dr. Dunham   | 1190       | 03/01/88-02/28/91          | 892.50              | 401.63     | 1,294.13    |
| Total Retail | 8470       |                            |                     |            |             |
| Red Carpet   | 1665 Base  |                            |                     |            |             |
|              | 2133 Total | 09/01/88-08/31/91          | 1,248.75            | 713.14     | 1,961.89    |
| State Farm   | 300 Base   |                            |                     |            |             |
|              | 450 Total  | 02/01/87-01/31/92          | 210.00              | 151.50     | 361.50      |
| Phycol Serv. | 608 Base   |                            |                     |            |             |
|              | 769 Total  | 06/01/90-05/31/92          | 598.50              | 323.63     | 922.13      |
| Vacant       | 560 Base   |                            |                     |            |             |
|              | 703 Total  |                            |                     |            |             |
| Vacant 207   | 1640 Base  |                            |                     |            |             |
|              | 2088 Total |                            |                     |            |             |
| Vacant 201   | 580 Base   |                            |                     |            |             |
|              | 741 Total  |                            |                     |            |             |
| Vacant 203   | 525 Base   |                            |                     |            |             |
|              | 669 Total  |                            |                     |            |             |
| Vacant 205   | 745 Base   |                            |                     |            |             |
|              | 943 Total  |                            |                     |            |             |
| Office Total | 8496       |                            | \$7,231.09          | \$3,669.82 | \$10,900.91 |

\* 5 - 3 Year Options

Property of Cook County Clerk's Office

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