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Place: Joliet, Illinois

Dated: October 31, 1990

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT of Rents and Leases (the "Assignment") is made by the undersigned (collectively the "Assignor") in favor of General Motors Corporation and General Motors Acceptance Corporation (collectively the "Assignee").

To induce the Assignee to modify certain terms of those certain Promissory Notes dated February 1, 1988 and February 14, 1989, pursuant to that certain Memorandum of Understanding dated even date herewith, and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration in hand paid, the parties agree as follows:

1. The Assignor assigns, conveys and sets over to the Assignee all of the Assignor's rights, titles and interests in, to and under any and all leases, now or hereafter entered into or arising, whether oral or in writing, relating to the property described in Exhibit 1 hereto (the "Property"), together with any and all guarantys, amendments, extensions and renewals and modifications of any of the foregoing, together with any and all rents, income, proceeds, awards, accruals, accessions and profits which may now or hereafter arise or become due or owing under or relating to the lease or the Property, all of foregoing being hereafter collectively referred to as the "Lease."

2. This Assignment is made to secure the payment and performance of the Indebtedness (as defined in those certain Mortgage and Security Agreements dated February 1, 1988 in favor of the Assignee made by the First National Bank in Chicago Heights, as Trustee (the "Trustee"), under Trust Agreement dated October 1, 1985, and known as Trust Number 6040, as acknowledged pursuant to those certain Mortgage Amendment Agreements dated even date herewith (collectively, the "Mortgage"), and the Indebtedness as defined in those certain Collateral Assignment of Beneficial Interest dated February 1, 1988 relating to the foregoing Trust Number 6040 in favor of the Assignee made by the Trustee and the First National Bank in Chicago Heights, as trustee under Trust Agreement dated May 19, 1978, Trust No. 4291, and David L. Miller, as acknowledged pursuant to that certain Addendum to Collateral Assignments of Beneficial Interest dated even date herewith (collectively, the "ABI").

3. The Assignor shall not perform or permit any acts or execute any instruments or other writings which impair or may impair the security of this Assignment or the security of the Mortgage or the ABI or which prevent or may prevent the Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment or the Mortgage or the ABI.

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4. The Assignor shall not alter, modify, amend, terminate, cancel or surrender the Lease or waive any term or condition thereof without the prior written approval of the Assignee.

5. The Assignor represents and warrants that there is no default or breach now existing under the Lease and that there is no circumstance, event or act now existing which, with the giving of notice or lapse of time or both, would constitute a default or breach under the Lease.

6. The Assignor shall give prompt notice to the Assignee of any notice received by the Assignor claiming that a default or breach has occurred under the Lease together with a complete copy of any such notice.

7. The Assignor agrees that the Lease shall remain in full force and effect irrespective of any merger of interest of any lessor or lessee under the Lease.

8. The Assignor will not permit the Lease to come before the Mortgage or the ABI and subordinates the Lease to the Mortgage or the ABI.

9. This Assignment is absolute and unconditional and is effective immediately. The Assignor shall continue to receive, collect and enjoy rents, income, proceeds, awards, accruals, accessions and profits under or relating to the Lease or the Property in the sole discretion of the Assignee. The Assignee, at any time, without notice to the Assignor, may receive and collect all rents, income, proceeds, accruals, accessions, awards and profits as they become due under or relating to the Lease or the Property.

10. The Assignor irrevocably appoints the Assignee true and lawful attorney in fact of the Assignor with full power of substitution. The Assignor further empowers the Assignee, whether under the Assignee's own name and capacity or in the name and capacity of the Assignor, to demand, collect, receive and give complete acquittances for any and all rents, income, proceeds, awards, accruals, accessions and profits under or relating to the Lease or the Property, and in Assignee's sole discretion to file any claim or take any action and make any settlement of any claim, which Assignee may deem necessary or desirable in order to collect and enforce payment of same to the Assignor. All present and future lessees under the Lease are expressly authorized and directed to pay amounts due the Assignor under the Lease directly to the Assignee or such nominee as the Assignee may designate in writing and are expressly relieved of any and all duty, liability or obligation to the Assignor in respect of any payments made to the Assignee or its nominee.

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11. The Assignee is vested with full power to use all remedies, legal and equitable, the Assignee deems necessary or proper to enforce this Assignment and to collect the rents, income, proceeds, awards, accruals, accessions and profits assigned hereunder. The Assignee shall be entitled to: (a) exclude the Assignor from the Property or any part thereof and, in such manner as the Assignee in its sole discretion shall determine, (b) enter upon the Property or any part thereof, with or without force and with or without process of law, (c) take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of the Assignor relating thereto.

12. The Assignor grants the Assignee full power and authority to exercise at any time all rights, privileges, interests and powers herein granted without further notice to the Assignor. The Assignee is further authorized and empowered to use and apply, in such manner as the Assignee deems appropriate, rents, income, proceeds, awards, accruals, accessions and profits under or relating to the Lease or the Property collected by the Assignee hereunder in satisfaction of the Indebtedness due under the Mortgage or the ABI including in payment for managing and operating the Property, for property taxes, for special assessments and insurance premiums, for damage claims, for making the Property rentable or for attorneys' fees and costs incurred in connection therewith or in connection with enforcement of this Assignment or the Mortgage or the ABI.

13. The Assignee shall be under no obligation to exercise or prosecute any of the rights, title, powers, privileges, interests or claims assigned to it under this Assignment or to perform or carry out any of the obligations of a lessor under the Lease. This Assignment does not constitute an assumption of obligations or duties by the Assignee under or relating to the Lease or the Property and is strictly for collateral purposes only. This Assignment shall not operate to make the Assignee responsible for control, care, management or repair of the Property or any part thereof upon. This Assignment shall not operate to make the Assignee liable for any waste of the Property by any lessee or other person, for any dangerous or defective condition of the Property, for any negligence in the management, upkeep, repair or control of the Property or for any loss, injury or death to any lessee, licensee, employee, stranger or other person or entity.

14. Waiver of or acquiescence by the Assignee in any default, breach or failure of performance by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment or the Mortgage or the ABI shall not constitute a waiver of any subsequent or other default, breach or failure, whether similar or dissimilar.

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15. The rights and remedies of the Assignee under this Assignment are cumulative and are not in lieu of and are in addition to any other rights or remedies which the Assignee has, whether under law or the Mortgage or the ABI or under any other instrument or agreement constituting security for or evidencing the Indebtedness due under the Mortgage or the ABI.

16. If any term or provision of this Assignment is found to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby, and any remaining provisions or terms of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

17. In the event one or more persons, partnerships, corporations or other entities executes this Assignment as the Assignor, the term "Assignor" shall mean all such persons, corporations or other entities collectively as well as each such person, partnership, corporation or other entity individually and further shall mean and include, as appropriate, the singular as well as the plural and the masculine, the feminine and neuter gender.

18. This document is made by the First National Bank in Chicago Heights, as Trustee and accepted upon the express understanding that the First National Bank in Chicago Heights, enters into the same not personally, but only as Trustee and that no personal liability is assumed by nor shall be asserted or enforced against the First National Bank in Chicago Heights, because of or on account of the making or executing this document or of anything therein contained, all such liability, if any being expressly waived, nor shall the First National Bank in Chicago Heights, be held personally liable upon or in consequence of any of the covenants of this document, either expressed or implied.

GREATBANK TRUST COMPANY
AS SUCCESSOR TRUSTEE TO

Notary Public
Notary's Office

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ASSIGNORS: GREATLAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO
First National Bank in Chicago
Heights, Trust Agreement dated
October 1, 1985, Trust No. 6040

Sandra Bulterma
(Attest) Acting Secretary

[Signature]
Land Trustee

First National Bank in Chicago
Heights, Trust Agreement dated
May 19, 1978, Trust No. 4291

Sandra Bulterma
(Attest) Acting Secretary

[Signature]
Land Trustee

[Signature]
David L. Miller, Individually and
as holder of power of direction
under Trust No. 4291

ACKNOWLEDGED BY LESSEE:

BUFFALO GROVE NISSAN, INC.

By: [Signature]
Its: President

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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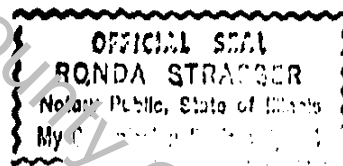
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Ronda Strasser, a Notary Public in and for said county and state, do hereby certify that Brian H. Wilson, Trust Officer and Sandra Bultema, Acting Secretary, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 12th day of December, 1990. My commission expires: _____.

Ronda Strasser

Notary Public



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EXHIBIT 1 TO COLLATERAL ASSIGNMENT OF RENTS AND LEASES TO GMAC AND GMC

PARCEL 1: LOT 2 IN THE RESUBDIVISION RECORDED JANUARY 31, 1980 AS DOCUMENT NUMBER 25344703 BEING A RESUBDIVISION OF LOT 1 IN GRAND-SPALDING DODGE SUBDIVISION, RECORDED DECEMBER 17, 1976 AS DOCUMENT NO. 23752075, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

DEPT-01 RECORDING \$18.25
T#5555 TRAN 3612 01/25/91 16:10:00
#8171 # E *-91-040020
COOK COUNTY RECORDER

P.I.N.: 03-08-101-021

Street Address: 915 W. Dundee Road
Buffalo Grove, IL 60089

Prepared and mailed to:

William A. O'Connor, Esq.
Tenenbaum & Senderowitz
19 South LaSalle Street
15th Floor
Chicago, IL 60603



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