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ASSIGNMENT OF RENTS AND LEASES

This Assignment made this 1st day of February, 1991, between Chris Tomaras, (herein referred as "Assignor") and LASALLE NATIONAL BANK, a national banking association having its main office at 120 South LaSalle Street, Chicago, Illinois 60603 (herein referred to as "Assignee").

WITNESETH

\$ 19.00

THAT WHEREAS, Assignor is justly indebted to Assignee for money borrowed in the aggregate principal sum of Six Hundred Thousand and 00/100 Dollars (\$600,000.00) or such sum as may be outstanding from time to time pursuant to that certain Note of even date herewith (herein called the "Note") which Note is secured by a certain Mortgage given by Assignor to Assignee under even date herewith (which Mortgage is herein called "the Mortgage" and the terms of which Note and which Mortgage are incorporated herein by reference) upon certain property (herein called "said Property") in the County of Cook and State of Illinois, to-wit:

This is not homestead property.
(See Exhibit "A" attached hereto)

NOW, THEREFORE, to secure: (a) the payment of all sums becoming due under said Note, and any and all extensions, renewals, modifications or substitutions thereof, according to the tenor and effect of said Note, and all other amounts becoming due from Assignor to Assignee under the Mortgage and any other instrument given Assignee as security for said Note (said sums and other amounts being herein collectively called the "Indebtedness"); and (b) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment of Rents and Leases, in the Mortgage, or in any other instrument given in connection with the borrowing of the Indebtedness and referred to in said Note, or the Mortgage, for good and valuable consideration, in hand paid, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the Assignor does hereby 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, under or by virtue of any lease, whether written or verbal, or any 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 undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted; and of all the avails thereof.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the aforesaid Property, which leases include the following described leases and any modifications, extensions, renewals or replacements thereof:

(See Exhibit "B" Schedule of Leases, if one be attached hereto)

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 enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default by Assignor 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 proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor 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 for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and 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 Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants

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wholly therefrom and may in Assignee's own name as Assignee under this Assignment, hold, manage and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of said Property from time to time either by purchase, repair, or construction make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the Indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every case Assignor hereby irrevocably authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, 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 proper charges on the said Property or any part thereof, including the just and reasonable charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee against any liability, loss or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all moneys arising as aforesaid:

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

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default 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, Assignor 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.

Concerning each lease hereinabove described, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor 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;

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- (3) Consent to any assignment of the interest of the tenant in the lease, or to any subletting thereof;
- (4) 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; or
- (5) Permit any lease to come before the Mortgage and shall subordinate all such leases to the lien of the Mortgage.

Concerning each such lease, Assignor further covenants, warrants and represents that: except as heretofore disclosed in writing to Assignee, there are no defaults now existing under any such leases, nor is there any state of facts which with the giving of notice or lapse of time or both, would constitute a default under any such lease and further that Assignor shall promptly notify Assignee of any notice received by Assignor claiming that a default has occurred under any such lease on the part of Assignor.

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

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, administrators, 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 that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatsoever to perform any of the covenants, undertakings 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 Indebtedness shall be paid in full when or before due and all the covenants, conditions, stipulations and agreements herein contained are fully performed and observed, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand thereon, release and discharge this Assignment.

Any notice, demand, request or other communication desired to be given or required pursuant to the terms hereof shall be in writing and shall be deemed given when personally served or on the second (2d) day following deposit of the same in the United States Mail via registered or certified mail, return receipt requested, postage prepaid, addressed to the Assignor at the address set forth below or to the Assignee at the Bank's main office set forth above or to such other address as either the Assignor or the Assignee notifies the other party in writing.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

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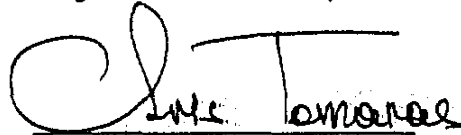
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This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment,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

Assignor hereby releases and waives all rights, if any, of Assignor under or by virtue of the Homestead Exemption Laws of the State of Illinois.

This Assignment shall be governed and controlled by the laws of the State of Illinois.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed the day and year first above written.



Chris Tomaras

Property of Cook County Clerk's Office

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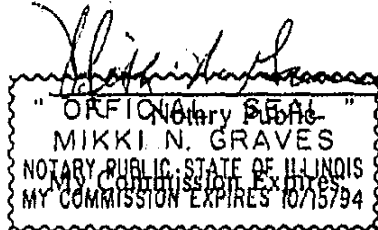
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STATE OF Illinois)
) SS.
COUNTY OF Cook)

I, the undersigned a Notary Public in and for the State and County aforesaid, do hereby certify that before me this day personally appeared Chris Tomaras, married to, and Nancy Tomaras, known to me to be the same person(s) whose name(s) is/are subscribed to the above and foregoing Agreement, and acknowledged to me that he/she they executed and delivered the above and foregoing Agreement as his/her (their) free and voluntary act, for the uses and purposes set forth in said Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 1st day of FEBRUARY, 19 91.



10/15/94

This Document Prepared By:
Paula F. McKay, Esq.
LaSalle National Bank
120 S. LaSalle Street
Chicago, IL 60603

Record and Return To:
LaSalle National Corporation
120 S. LaSalle Street
Chicago, IL 60603
Attn: James Feldman

Address of Premises:

4100 West 40th Street
Chicago, Illinois

PFM:db
E12313,AGR
January 24, 1991

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EXHIBIT "A"

PARCEL 1

THAT PART OF LOT 'B' IN THE SUBDIVISION OF THE CIRCUIT COURT COMMISSIONERS IN PARTITION OF THAT PART OF THE NORTH EAST 1/4 LYING SOUTH OF THE ILLINOIS AND MICHIGAN CANAL RESERVE OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON SEPTEMBER 5, 1893 IN BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT 1924571, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF WEST 40TH STREET (A PRIVATE STREET) AND THE WEST LINE OF SOUTH KARLOV AVENUE (A PRIVATE STREET); THENCE WESTERLY ALONG SAID NORTH LINE OF WEST 40TH STREET TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 230.84 FEET EAST OF THE EAST LINE OF SOUTH KEELER AVENUE (A PRIVATE STREET); THENCE NORTH ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH A LINE PARALLEL TO AND 341.85 FEET NORTH OF SAID NORTH LINE OF WEST 40TH STREET; THENCE EAST ALONG LAST DESCRIBED PARALLEL LINE TO ITS INTERSECTION WITH SAID WEST LINE OF SOUTH KARLOV AVENUE; THENCE SOUTH ALONG SAID WEST LINE OF SOUTH KARLOV AVENUE TO THE POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF SAID PARCEL OF LAND LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF WEST 40TH STREET 257.19 FEET EAST OF THE EAST LINE OF SOUTH KEELER AVENUE TO A POINT ON THE WEST LINE OF SAID PARCEL OF LAND 108.89 FEET NORTH OF THE NORTH LINE OF WEST 40TH STREET IN COOK COUNTY, ILLINOIS. THE FOREGOING DESCRIPTION IS BASED ON THE FOLLOWING DEFINITIONS:

SOUTH KARLOV AVENUE (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH, LYING IN LOT 'B' OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS AT PAGE 32 AS DOCUMENT 1924571, BEING 33 FEET ON EACH SIDE OF THE CENTER LINE THEREOF, WHICH LINE IS PARALLEL TO AND 583 FEET WEST OF THE WEST LINE OF SOUTH PULASKI ROAD AND EXTENDS FROM THE NORTH LINE OF WEST 40TH STREET TO A STRAIGHT LINE PARALLEL TO AND 356.86 FEET NORTH OF SAID NORTH LINE OF WEST 40TH STREET;

WEST 40TH STREET (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH LYING IN LOT 'A' AND IN LOT 'B' OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS AT PAGE 32 AS DOCUMENT 1924571 EXTENDING EASTERLY FROM A LINE PARALLEL TO AND 655.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION 3, SAID PARALLEL LINE BEING THE EAST LINE OF SOUTH PULASKI ROAD THE NORTH LINE OF SAID STRIP IS A LINE PARALLEL TO AND 1086 FEET NORTH OF THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD, THE SOUTH LOT OF SAID STRIP OF LAND IS A LINE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF SAID STRIP OF LAND;

SOUTH KEELER AVENUE (A PRIVATE STREET) IS DEFINED AS A STRIP OF LAND 66 FEET IN WIDTH LYING IN LOT 'A' AND IN LOT 'B' OF THE SUBDIVISION RECORDED OF BOOK 59 OF PLATS, PAGE 32, AS DOCUMENT 1924571; EXTENDING FROM THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD TO A STRAIGHT LINE PARALLEL TO AND 1338 FEET NORTH OF SAID NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD TO AND 1151.05 FEET WEST LINE OF SOUTH PULASKI ROAD. THE EAST LINE OF SAID STRIP IS A STRAIGHT LINE PARALLEL TO AND 66 FEET EAST OF THE WEST LINE OF SAID STRIP, THE NORTH AND SOUTH CENTER LINE OF SAID SECTION 3 IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SECTION 3 MEASURED 2648.14 FEET WEST FROM THE NORTH EAST CORNER OF SAID SECTION 3

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AND MEASURED 2642.84FT EAST FROM THE NORTH WEST CORNER OF SAID SECTION 3 TO A POINT ON THE SOUTH LINE OF SAID SECTION 3, MEASURED 2669.37 FEET WEST FROM THE SOUTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2668.04 FEET EAST FROM THE SOUTH WEST CORNER OF SAID SECTION 3 THE EAST AND WEST CENTER LINE OF SAID SECTION 3, IS HEREIN DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT ON THE EAST LINE OF SAID SECTION 3 MEASURED

2597.19 FEET SOUTH FROM THE NORTH EAST CORNER OF SAID SECTION 3 AND MEASURED 2669.84 FEET NORTH FROM THE SOUTH EAST CORNER OF SAID SECTION 3; TO A POINT ON THE WEST LINE OF SAID SECTION 3 MEASURED 2598.77 FEET SOUTH FROM THE NORTH WEST CORNER OF SAID SECTION 3, MEASURED 2661.19 FEET NORTH FROM THE SOUTH WEST CORNER OF SAID SECTION 3.

THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD (A PRIVATE STREET) AND SAID NORTH LINE EXTENDED IS HEREBY DEFINED AS A STRAIGHT LINE DRAWN FROM A POINT IN THE EAST LINE EAST OF SAID SECTION 3, 465.16 FEET NORTH OF THE EAST AND WEST CENTER LINE OF SECTION 3 TO A POINT ON THE NORTH AND SOUTH CENTER LINE OF SECTION 3, 464.08 FEET NORTH OF THE SAID EAST AND WEST CENTER LINE. THE SOUTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD IS 80 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM THE FIRST NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 28, 1928 KNOWN AS TRUST NUMBER 6558 TO W. WOOD PRINCE AND JAMES F. DONOVAN, AS TEE'S OF THE CENTRAL MANUFACTURING DISTRICT UNDER DECLARATION OF TRUST DATED FEBRUARY 1, 1916 AND RECORDED AS DOCUMENT 5814222, DATED APRIL 19, 1954 AND RECORDED MAY 27, 1954 AS DOCUMENT 15918633, FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND, TO WIT:

A STRIP OF LAND 66 FEET IN WIDTH, LYING IN LOT 'B' OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS AT PAGE 32 AS DOCUMENT NO 1924571, BEING 33 FEET ON EACH SIDE OF THE CENTER LINE THEREOF, WHICH LINE IS PARALLEL TO AND 583 FEET WEST OF THE WEST LINE OF SOUTH PULASKI ROAD AND EXTENDS FROM THE NORTH LINE OF WEST FORTIETH STREET TO A STRAIGHT LINE PARALLEL TO AND 356.86 FEET NORTH OF SAID NORTH LINE OF WEST FORTIETH STREET (SOUTH KARLOV AVENUE)

ALSO

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM W. WOOD PRINCE AND JAMES F. DONOVAN, AS TEE'S OF THE CENTRAL MANUFACTURING DISTRICT UNDER DECLARATION OF TRUST DATED FEBRUARY 1, 1916 AND RECORDED AS DOCUMENT 5814222, TO GTR COMPANY, INC., A CORPORATION OF OHIO, DATED MAY 14, 1954 AND RECORDED MAY 27, 1954 AS DOCUMENT 15918634, FOR INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS, TO WIT:

A STRIP OF LAND 66 FEET IN WIDTH LYING IN LOT 'A' AND IN LOT 'B' OF THE SUBDIVISION RECORDED IN BOOK 59 OF PLATS AT PAGE 32 AS DOCUMENT 1924571, EXTENDING EASTERLY FROM A LINE PARALLEL TO AND 655.93 FEET EAST OF AND PARALLEL TO THE NORTH AND SOUTH CENTER LINE OF SECTION SAID PARALLEL LINE BEING THE EAST LINE OF SOUTH KILDARE BOULEVARD, TO ITS INTERSECTION WITH THE WEST LINE OF SOUTH PULASKI ROAD. THE NORTH LINE OF SAID STRIP IS A LINE PARALLEL TO AND 1086 FEET NORTH THE NORTH LINE OF RE-ESTABLISHED DISTRICT BOULEVARD; THE SOUTH LINE OF SAID STRIP OF LAND IS A LINE PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF SAID STRIP OF LAND.

Property Address: 4100 West 40th Street
Chicago, Illinois

P.I.N. 19-03-201-018

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Exhibit B

That certain Industrial Building Lease executed by KRONOS-CENTRAL PRODUCTS, INC.
in favor of CHRIS TOMARAS dated February 1, 1991.

Property of Cook County Clerk's Office

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