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JUNIOR ASSIGNMENT OF RENTS AND LEASES

Dated: January 28, 1996 20.00

KNOW ALL MEN BY THESE PRESENTS:

LA SALLE NATIONAL TRUST, N.A. Successor Trustee to

FOR VALUE RECEIVED, the undersigned LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated October 30, 1985 and known as Trust No. 110487 ("Mortgagor"), and Chicago Tech Partnership, an Illinois limited partnership ("Beneficiary," Mortgagor and Beneficiary being hereinafter collectively referred to as "Assignor"), hereby assigns, transfers and sets over unto THE FIRST NATIONAL BANK OF CHICAGO, a national banking association, its successors and assigns ("Assignee"), all of the rents, issues, profits and income whatsoever arising from or which may at any time be held under any leases, tenancies and occupancy agreements now existing or which may be hereafter created, (which are collectively referred to as the "Leases" and are separately referred to as a "Lease") of any of the real estate described in Exhibit A attached hereto and by this reference made a part hereof, any award or other payment which Mortgagor or Beneficiary may hereafter become entitled to receive with respect to a Lease as a result of or pursuant to (any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under any Lease and any and all payments made by or on behalf of any tenant of any part of the premises in lieu of rent (and in connection therewith, Assignor hereby irrevocably appoints Assignee as its attorney to appear in any such proceedings and/or to collect any such award or payment), and the buildings and improvements now or hereafter located thereon (said real estate, buildings and improvements being hereinafter referred to as the "Premises") as additional collateral security for (i) the payment of all amounts due and to become due under that certain promissory note ("Note") executed by Mortgagor and dated of even date herewith, in the principal amount of \$250,000.00, (ii) the payment of any and all indebtedness which is, in addition to the indebtedness evidenced by the Note, secured by that certain Junior Mortgage, Security Agreement and Assignment of Leases and Rentals ("Mortgage") of even date herewith executed by Mortgagor, and (iii) the performance of all covenants, conditions, terms and agreements of Assignor contained in any one of the (a) Note, (b) Mortgage, (c) letter agreement of even date herewith (the "Loan Agreement") among Assignor and Assignee.

As used hereinafter, the term "Loan Documents" shall mean the Note, Mortgage and Loan Agreement, together with any and all other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments now or hereafter executed by Mortgagor, Beneficiary or the guarantor of the Note or any other party related thereto to evidence, secure or guarantee the payment of all or any portion of the indebtedness secured by the Mortgage, and any and all renewals, extensions, amendments and replacements thereof.

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Assignor will observe and perform all covenants, conditions and agreements in each Lease to which it is a party, now or hereafter affecting any portion of the premises. Assignor will not, without the prior written consent of Assignee, (a) accept any payment of rent or installments of rent for more than one (1) month in advance or any security deposit for more than an amount equal to three month's rent or (b) take any action or exercise any right or option which would permit the tenant under any Lease to cancel or terminate said Lease, or (c) amend or modify any Lease in a manner which would (i) decrease the rent payable per unit of time under the Lease, (ii) decrease the payments to be made by the tenant under the Lease for rent, taxes, insurance, or other expenses, (iii) decrease the term of the Lease, (iv) impose any additional obligations on the landlord under the Lease, or (v) consent to a sublease or a substitution of tenants under the Lease unless the subtenant or the substitute tenant is at least as credit worthy as the original tenant under the Lease.

It is agreed that Assignor shall be entitled to collect and retain the rents, issues and profits of and from the premises or any part thereof unless and until there shall be a default in the payment of any of the sums of principal, interest, taxes or insurance due under the terms of the Loan Documents, or there shall be a default in the performance or observance of any of the other covenants, warranties, representations, terms and conditions of the Loan Documents. In the event of such default and the continuance thereof after any applicable notice or period for curing of such default (none being implied by this reference) provided for in the Loan Documents, Assignee shall be entitled forthwith, without any notice whatsoever to Assignor, to take possession and control of the premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the premises, and to do all acts relating to such management including, but not limited to, negotiation of new Leases thereon, making adjustments of existing Leases, contracting and paying for such repairs and replacements to the buildings and fixtures, equipment and personal property located therein and used in any way in the operation, use, and occupancy of the premises as in the sole judgment and discretion of Assignee may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Assignee may be necessary to maintain a proper rental income from the premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying for all other necessary expenses incurred in the operation of the premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor, and applying the net rents, issues, profits and income so collected from the premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance

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premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Assignee, in connection with the operation of the premises, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Loan Documents. Assignor hereby irrevocably appoints Assignee as its true and lawful attorney to do the foregoing things in the name and stead of Assignor.

Assignee shall have the right after taking possession, although it shall not be required to do so, to remain in possession of the premises hereinabove described, and to collect the said rents, issues and profits therefrom, and to manage said premises as hereinabove set forth, notwithstanding the institution of proceedings to foreclose the Mortgage, the entry of any decree of foreclosure in any proceedings, and notwithstanding any sale of the mortgaged premises had pursuant to any such decree, unless the amount paid at such sale shall be sufficient to pay the full amount due under the terms of such decree; and Assignee shall have full power and authority to remain in possession of the premises hereinabove described, although it shall not be required to do so, until the expiration of the period of redemption from any such sale. The net rents, issues and profits accruing under the sale of the mortgaged premises pursuant to such decree remaining after the payment of all charges and expenses incurred by Assignee under said Mortgage or by any other party in accordance with the terms and provisions of said Mortgage shall be applied from time to time in partial satisfaction of any deficiency reported to the Court after such sale.

The above provisions shall, and are intended to survive any decree of foreclosure in any foreclosure proceedings to foreclose the lien of the Mortgage.

Notwithstanding any provision herein to the contrary it is expressly agreed and understood that if at any time Assignor shall have defaulted under any of the Loan Documents and shall have failed to cure such defaults within the applicable grace period, any and all rents, profits, issues and income whatsoever received by or on behalf of Assignor in respect of the premises shall be deemed to be held and received by Assignor respectively as trustee for Assignee and all such sums shall be accounted for to Assignee and shall not be commingled with other funds of Assignor, and any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same under trust for Assignee if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith. In the event any such trust funds are delivered by Assignor or any other person holding such amounts in trust as aforesaid, then Assignee shall apply such funds in the following manner: (i) first to all amounts then due to Assignee (including payment or reimbursement to Assignee of costs of the type Assignee would be permitted hereunder to incur from and after the date of taking control of the prem-

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ises), (ii) second to all amounts still owing under any of the Loan Documents, and (iii) any balance to Assignee.

In the event of such default and the continuance thereof for the period aforesaid, Assignor agrees to endorse and deliver to Assignee, all then existing Leases covering the premises or any part thereof. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said Leases to Assignee, as aforesaid, this Assignment of Rents shall be deemed to be an assignment of all such Leases to Assignee. Upon the service of notice on tenants or occupants by Assignee herein that default has been made under the terms of the Mortgage above identified (which notice need not specify the nature of defaults), and demand of payment of rents to Assignee, the tenants or occupants shall be obligated to account and pay to Assignee from and after the date of service of said notice of demand, all avails, rents, issues and profits due or accruing under their respective leases or occupancy, without any duty or obligation on the part of said tenants or occupants to ascertain that default in fact does exist, and notwithstanding that Assignee shall not have taken possession of the premises. The provisions hereof shall not limit the effect of any assignments of particular Leases separately made by Assignor to Assignee.

It is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Assignee, nor for the performance of any of the terms and conditions of any Leases assigned hereunder, nor shall it operate to make Assignee responsible or liable for any waste committed on the premises by the tenants or any other party 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 to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment of Rents and the collection of the rents hereby assigned in the event of a default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of Assignee of any of Assignee's rights or remedies under the terms and conditions of the Loan Documents, at law or in equity, or otherwise.

The remedies of Assignee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Assignee so long as any obligation under the Loan Documents remains unsatisfied.

All rights of Assignee hereunder shall inure to the benefit of its successors and assigns; and all obligations of Assignor shall bind its respective successors and assigns. All rights of Assignee in, to and under this Assignment of Rents and in and to the collateral security provided hereby shall pass to and

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may be exercised by any assignee thereof. Assignor agrees that if Assignee gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to such assignee shall be immediate and absolute. Assignor will not set up any claim against the original or any intervening Assignee as a defense, counterclaim or setoff to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

Any notice in this instrument provided or permitted to be given by any party to any other party must be in writing and may, unless otherwise in this instrument expressly provided, be given or be served by depositing the same in the mail, postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same in person to such party. Notice deposited in the mail in the manner hereinabove described shall be effective, unless otherwise stated in this instrument, from and after the expiration of three (3) days after it and the copies hereinafter provided for are so deposited, regardless of whether or when same is actually received by the addressee. Notice in any other manner shall be effective only if and when received by the party to be notified. For purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Assignee, to:

The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670
Attention: Real Estate Section
Mid-Continent Group

If to Assignor, to:

LaSalle National Bank, as Trustee
under Trust No. 110487
135 South LaSalle Street
Chicago, Illinois

With copy to:

William A. Alter
3000 Glenview Road
Wilmette, Illinois 60091

The parties hereto, and their respective successors, legal representatives, and assigns, shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as such party's address any other address by at least fifteen (15) days' written notice to the other party.

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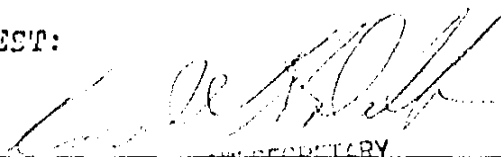
LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

THIS ASSIGNMENT OF RENTS is executed by LaSalle National Bank, a national banking association, 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 LaSalle National Bank 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 LaSalle National Bank personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as said LaSalle National Bank personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the property conveyed by this Assignment of Rents and the Mortgage for the payment thereof by the enforcement of the liens created, in the manner herein and in said note, Mortgage, and the Loan Agreement provided, or by action to enforce the personal liability of the co-makers and any guarantors.

IN WITNESS WHEREOF, LaSalle National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASSISTANT VICE President and its corporate seal to be hereunto affixed and attested by its ASSISTANT Secretary as of the day and year above first written.

LaSALLE NATIONAL TRUST, N.A. Successor Trustee to
LaSALLE NATIONAL BANK, as
Trustee as aforesaid
and not personally

ATTEST:

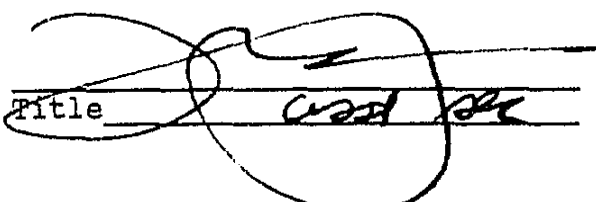

Title ASSISTANT SECRETARY

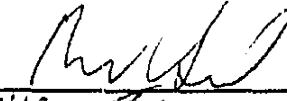
By 
Title ASSISTANT VICE PRESIDENT

CHICAGO TECH PARTNERSHIP, an
Illinois limited partnership

By: ALTER DESIGN BUILDERS,
INC., an Illinois corpora-
tion, its general partner

ATTEST:


Title ALTER DESIGN BUILDERS

By 
Title ALTER DESIGN BUILDERS

COOK COUNTY, ILLINOIS

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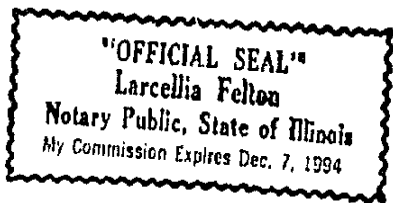
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

~~LA~~SALLE NATIONAL TRUST, N.A. Successor Trustee ~~CO~~

I, the undersigned, a Notary Public in and for the County and State aforesaid DO HEREBY CERTIFY, that the above named ASSISTANT Vice President and ASSISTANT Secretary of ~~LA~~SALLE NATIONAL BANK personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT Vice President and ASSISTANT Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes herein set forth; and the said ASSISTANT Secretary then and there acknowledged that said ASSISTANT Secretary, as custodian of the corporate seal of said corporation, caused the corporate seal of said corporation to be affixed to said instrument as said ASSISTANT Secretary's own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set therein set forth.

GIVEN under my hand and Notarial Seal, this 29th day of January, 1998.



Larcellia Felton
Notary Public

My commission expires:

THIS DOCUMENT WAS PREPARED BY:
Carole K. Towne, Esq.
Goldberg, Kohn, Bell, Black
Rosenbloom & Moritz, Ltd.
55 East Monroe Street
Suite 3900
Chicago, Illinois 60603

PLEASE RETURN TO:
The First National Bank of
Chicago
One First National Plaza
Chicago, Illinois 60670
Attn: Patricia T. Haight
Suite 0801

BOX 333

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EXHIBIT A

Overall Legal Description:

THAT PART OF BLOCK 12, INCLUDING CERTAIN VACATED ALLEYS AND VACATED BELL AVENUE ADJOINING AND WITHIN SAID BLOCK 12, IN ROCKWELL'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 72 IN SUBDIVISION OF LOT 13 IN BLOCK 12 IN ROCKWELL'S ADDITION TO CHICAGO (INCLUDING THE FORMER SUBDIVISION OF THE 18 SUB-LOTS 10, 11, 12, 13 AND 14 OF THE SAID SUB-LOTS) IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, (SAID SOUTHEAST CORNER OF LOT 72 ALSO BEING THE NORTHWEST CORNER OF HARRISON STREET AND LEAVITT STREET); THENCE NORTH ALONG THE EAST LINE OF LOTS 61 TO 72, IN AFORESAID SUBDIVISION OF LOT 13 IN BLOCK 12, (ALSO BEING THE WEST LINE OF LEAVITT STREET), TO THE NORTH LINE OF THE SOUTH 13 FEET 4 INCHES OF SAID LOT 61; THENCE WEST ALONG SAID NORTH LINE AND SAID NORTH LINE EXTENDED WEST OF THE SOUTH 13 FEET 4 INCHES OF LOT 61 TO THE CENTER LINE OF NORTH AND SOUTH VACATED ALLEY WEST OF AND ADJOINING THE SAID SOUTH 13 FEET 4 INCHES OF LOT 61; THENCE CONTINUING WEST TO A POINT IN THE EAST LINE OF LOT 24 IN AFORESAID SUBDIVISION OF LOT 13 IN BLOCK 12, 6.05 FEET SOUTH OF THE NORTH LINE OF SAID LOT 24; THENCE NORTH ALONG SAID EAST LINE OF LOT 24 TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID NORTH LINE EXTENDED WEST TO THE WEST LINE OF BELL AVENUE, (SAID WEST LINE OF BELL AVENUE ALSO BEING THE EAST LINE OF LOTS IN J. M. BANKS RESUBDIVISION OF THE WEST 1/2 OF LOT 12 IN BLOCK 12 IN ROCKWELL'S ADDITION AFORESAID); THENCE NORTH ALONG THE SAID WEST LINE OF BELL AVENUE TO THE SOUTH LINE OF THE NORTH 9 FEET OF LOT 123 IN J. W. BANKS RESUBDIVISION AFORESAID; THENCE WEST ALONG THE SAID SOUTH LINE AND SAID SOUTH LINE EXTENDED WEST OF THE NORTH 9 FEET OF LOT 123 TO THE CENTER LINE OF VACATED NORTH AND SOUTH ALLEY WEST OF AND ADJOINING THE SAID NORTH 9 FEET OF LOT 123; THENCE CONTINUING WEST TO A POINT IN THE EAST LINE OF LOT 15 IN THE SUBDIVISION OF LOTS 83 TO 123 IN SAID J. M. BANKS RESUBDIVISION, 0.79 FEET SOUTH OF THE NORTH LINE OF SAID LOT 15; THENCE NORTH ALONG THE SAID EAST LINE OF LOT 15 TO THE NORTHEAST CORNER THEREOF; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 15 TO THE NORTHWEST CORNER THEREOF, (SAID NORTHWEST CORNER OF LOT 15 ALSO BEING A POINT IN THE EAST LINE OF OAKLEY AVENUE); THENCE SOUTH ALONG THE SAID EAST LINE OF OAKLEY AVENUE TO THE NORTH LINE OF HARRISON STREET; THENCE EAST ALONG THE SAID NORTH LINE OF HARRISON STREET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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