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COOK COUNTY, ILLINOIS
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1991 MAY -9 PM 1:08

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THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

Neal Gerber & Eisenberg
Two North LaSalle Street
Suite 2100
Chicago, Illinois 60602
Attention: Elizabeth H. Belkin, Esq.

7283853 DN

UNCONDITIONAL ASSIGNMENT OF LEASES AND RENTS

21-

THIS AGREEMENT entered into as of the 15th day of April, 1991, between FIRST CHICAGO TRUST COMPANY OF ILLINOIS, as successor to Mount Prospect State Bank, not individually but as Trustee under that certain Trust Agreement dated August 29, 1983, and known as Trust No. 1336 (the "Trust"), and SCHAUMBURG ATRIUM CENTER, a joint venture formed under the laws of the State of Illinois ("Beneficiary") (the Trust and Beneficiary, collectively, "Owner"), and AUSA LIFE INSURANCE COMPANY, an Iowa corporation, having its principal office at 4333 Edgewood Road N.E., Cedar Rapids, Iowa ("Lender").

WHEREAS, Trustee is the present owner in fee simple of the property commonly known as Schaumburg Atrium Center, 826-860 Algonquin Road, Schaumburg, Illinois, and legally described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Mortgaged Premises"), and Lender is the owner and holder of that certain Promissory Note of even date herewith (the "Note") in the original principal amount of Eleven Million Two Hundred Fifty Thousand and No/100 Dollars (\$11,250,000.00); and

WHEREAS, Lender, as a condition to funding the loan evidenced by the Note, has required the execution of this Assignment of Leases and Rents of the Mortgaged Premises by Owner.

NOW, THEREFORE, in order to further secure the payment of the indebtedness of Owner to Lender, and in consideration of the funding of the loan evidenced by the Note, and in further consideration of the sum of Ten and No/100 Dollars (\$10.00) paid by Lender to Owner, the receipt and sufficiency of which is hereby acknowledged, Owner does hereby sell, assign, transfer and set over unto Lender all of the rents, issues and profits of the Mortgaged Premises, this Assignment to become operative upon any default being made by Owner under the terms of the Note or any and all other documents securing repayment of the indebtedness evidenced by the Note including, without limitation, that certain Mortgage and Security Agreement (the "Mortgage") of even date herewith executed by Owner (collectively, the "Loan Documents"), and to remain in full force and effect so long as any default continues

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BOX 333-

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to exist in the matter of the making of any of the payments or the performance of any of the covenants set forth in the Note or the Loan Documents.

1. In furtherance of the foregoing Assignment, Owner hereby authorizes Lender, by its employees or agents, at its option, after the occurrence of a default as aforesaid, to enter upon the Mortgaged Premises and to collect, in the name of Owner or in its own name as assignee, the rents accrued but unpaid and in arrears at the date of such default, as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said default or any other default; and to this end, Owner further agrees that it will facilitate in all reasonable ways Lender's collection of said rents, and will, upon request by Lender, execute a written notice to each tenant directing the tenant to pay rent to Lender.

2. Owner also hereby authorizes Lender upon such entry, at its option, to take over and assume the management, operation and maintenance of the Mortgaged Premises and to perform all acts necessary and proper and to expend such sums out of the income of the Mortgaged Premises as may be necessary in connection therewith, in the same manner and to the same extent as Owner theretofore might do, including the right to effect new leases, to cancel or surrender existing leases, to alter or amend the terms of existing leases, to renew existing leases or to make concessions to tenants, it being understood and agreed that Owner hereby releases all claims against Lender arising out of such management, operation and maintenance, excepting the liability of Lender to account as hereinafter set forth.

3. Lender shall, after payment of all proper charges and expenses, including reasonable compensation to such managing agent as it shall select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents and fire and liability insurance in requisite amounts, credit the net amount of income received by it from the Mortgaged Premises by virtue of this Assignment to any amounts due and owing to it by Owner under the terms of the Note and the Loan Documents but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of Lender. Lender shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

4. In the event, however, that Owner shall reinstate the mortgage loan completely in good standing, having complied with all of the terms, covenants and conditions of the Note and the Loan Documents, then Lender, within one (1) month after demand in writing, shall re-deliver possession of the Mortgaged Premises to

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Owner, who shall remain in possession unless and until another default occurs, at which time Lender may at its option again take possession of the Mortgaged Premises as provided hereunder.

5. Owner hereby covenants and warrants to Lender that neither it nor any previous owner of the Mortgaged Premises has executed any prior assignment or pledge of the rentals of the Mortgaged Premises, nor any prior assignment or pledge of its landlord's interest in any lease of the whole or any part of the Mortgaged Premises. Owner also hereby covenants and agrees not to collect the rents of the said Mortgaged Premises for more than one (1) month in advance, other than as required to be paid in advance by the terms of any rental agreement, and further agrees not to do any other act which would destroy or impair the benefits to Lender of this Assignment.

6. It is not the intention of the parties hereto that an entry by Lender upon the Mortgaged Premises under the terms of this instrument shall constitute Lender a "mortgagee in possession" in contemplation of law, except at the option of Lender.

7. This Assignment shall remain in full force and effect as long as the Mortgage debt to Lender remains unpaid in whole or part.

8. The provisions of this instrument shall be binding upon Owner and its successors and assigns and upon Lender and its successors and assigns. The word "Owner" shall be construed to mean any one (1) or more persons or parties who are holders of the legal title, beneficial interest or the equity of redemption to or in the Mortgaged Premises.

9. It is understood and agreed that a full and complete release of the Mortgage shall operate as a full and complete release of all of Lender's rights and interest hereunder, and that after the Mortgage has been fully released, this instrument shall be void and of no further effect.

10. Any notice, demand or request which may be permitted, required or desired to be given in connection with this Assignment shall be given in writing and directed to Owner and Lender as set forth in the Mortgage.

11. Nothing contained in this Assignment shall be deemed to cause Owner or successors in interest of Beneficiary to be personally liable to pay the principal, interest or other charges, penalties, prepayment premiums (including the Prepayment Premium (as defined in the Note)), fees or costs due under the Note or the Loan Documents, or to be personally liable for the performance of any covenants, obligations, indemnities or agreements contained herein or therein, or for the breach of any representation or

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warranty contained herein or therein, and Lender shall not seek any personal or deficiency judgment thereon, it being understood and agreed that the sole remedy of Lender shall be against the real and personal property securing payment of the Note including, without limitation, the Mortgaged Premises; provided, however, the foregoing shall not in any way affect any rights Lender may have (as a secured party or otherwise) hereunder or under the Loan Documents, or any of them, or rights Lender may have to: (a) recover any and all funds, damages, or costs and expenses (including without limitation reasonable attorneys' fees) incurred by Lender as a result of a breach by Beneficiary of any environmental representation or covenant, or both, or Hazardous Material (as defined in the Loan Documents) being placed, held, located or disposed on or waste committed on the Mortgaged Premises or fraud Beneficiary in its application for the loan repayment of which is secured by the Loan Documents and in the Loan Documents, or any of them, or any combination of the foregoing; (b) recover any and all condemnation or insurance proceeds, or other similar funds or payments attributable to the Mortgaged Premises, or any combination of the foregoing which were paid with respect to the Mortgaged Property and not used for reconstruction or misapplied in violation of the terms of the Note or the Loan Documents, (c) recover any rent or other payments made by tenants, or any combination of the foregoing, which were paid and misapplied in any fraudulent or otherwise wrongful manner; or (d) as a result of the retention of any rental or other income, or any combination of the foregoing arising with respect to the Mortgaged Premises which is collected after Lender has given written notice of a default under the Note or the Loan Documents, or any of them, or which is fraudulently and wrongfully misapplied, or both, or any combination of the foregoing, or to recover from Owner as a result of the existence of any combination of any of the situations set forth in this Paragraph. It is expressly understood and agreed that nothing contained in this Paragraph shall in any manner or way constitute or be deemed to be a release or impairment of the debt evidenced by the Note or otherwise affect or impair the enforceability of the Note, or the Loan Documents, or any of them, except to the extent expressly provided herein. Further, nothing in this Paragraph shall preclude Lender from foreclosing under the Loan Documents or proceeding without limitation against any and all security held by Lender for the Note, or from enforcing any of its rights and remedies in law or in equity except as expressly provided in this Paragraph or from pursuing any combination of the foregoing.

12. This Assignment shall be governed by the laws of the State of Illinois in all respects (and without application of any Illinois conflicts of law provisions). In the event that any term or provision of this Assignment, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment

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shall be valid and be enforced to the fullest extent permitted by law.

13. This Assignment is executed by Trustee, 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 under the express direction of the Beneficiary. It is expressly understood and agreed that nothing herein or in said Agreement contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by Lender, and by every person now or hereafter claiming any right or security hereunder; and that so far as the said Trustee is concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the Mortgaged Premises for the payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked legal title to the Mortgaged Premises herein described.

IN WITNESS WHEREOF, this Assignment is made as of the date first written above.

ATTEST:

By: Peter S. Walter
Asst. Secretary (Title)

FIRST CHICAGO TRUST COMPANY OF ILLINOIS, not individually but as Trustee as aforesaid

By: [Signature]
Asst. Vice President (Title)
SCHAUMBURG ATRIUM CENTER, a joint venture formed under the laws of the State of Illinois

By: The Lincoln National Life Insurance Company, an Indiana corporation, a joint venturer

By: Lincoln National Investment Management Company, an Illinois corporation, its attorney-in-fact

By: [Signature]
Vice President (Title)

By: [Signature]
Peter W. Tsolinas, a joint venturer

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, the undersigned, a notary public, do hereby certify, that Paul M. Greene, personally known to me to be the Asst. Vice President of FIRST CHICAGO TRUST COMPANY OF ILLINOIS, an Illinois corporation, and Peter D. Walter personally known to me to be the Asst. Secretary of said ~~FIRST CHICAGO TRUST COMPANY~~ Trust Company, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Asst. Vice President and Asst. Secretary of said ~~FIRST CHICAGO TRUST COMPANY~~ Trust Company they executed the foregoing instrument pursuant to the authority given by said ~~FIRST CHICAGO TRUST COMPANY~~ Trust Company, as their free and voluntary act, and as the free and voluntary act and deed of said ~~FIRST CHICAGO TRUST COMPANY~~ Trust Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of ~~April~~ ^{May}, 1991.

Evelyn Hasz
Notary Public

[Notary Seal]

My Commission expires:



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STATE OF INDIANA)
COUNTY OF ALLEN) SS:

I, JULIE A. ROMINE, a notary public, do hereby certify, that JACK R. DAVIS, the V. PRESIDENT of LINCOLN NATIONAL INVESTMENT MANAGEMENT COMPANY, an Illinois corporation, as attorney-in-fact for THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, an Indiana corporation, a joint venturer of SCHAUMBURG ATRIUM CENTER, a joint venture formed under the laws of the State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and he acknowledged that as such V. PRESIDENT of said Corporation, he executed the foregoing instrument pursuant to authority given by said Corporation in its capacity as attorney-in-fact for The Lincoln National Life Insurance Company, as his free and voluntary act, and as the free and voluntary act and deed of said Corporation in its capacity as attorney-in-fact for The Lincoln National Life Insurance Company, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of April, 1991.

Julie A. Romine
Notary Public

[Notarial Seal]

My commission expires:

JULIE A. ROMINE, Notary Public
Resident of Allen County, Indiana
My Commission Expires February 10, 1994

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STATE OF Illinois)
COUNTY OF Cook) SS:

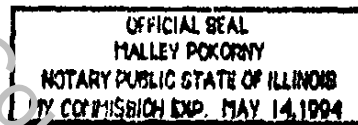
I, Malley Pokorny, a notary public, do hereby certify, that PETER M. TSOLINAS, a general partner of SCHAUMBURG ATRIUM CENTER, a joint venture formed under the laws of the State of Illinois, personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as a joint venturer of said joint venture, he executed the foregoing instrument as his free and voluntary act, and as the free and voluntary act of said joint venture, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15th day of April, 1991.

Malley Pokorny
Notary Public

[Notary Seal]

My commission expires:



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EXHIBIT "A" 2 1 9 3 2 8

Legal Description

PARCEL 1:

LOTS 1, 2, 3, AND 4 IN SCHAUMBURG ATRIUM CENTER, BEING A SUBDIVISION OF PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 26942068, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF PLUM GROVE ROAD (ALSO KNOWN AS OLD PLUM GROVE ROAD) WITH THE NORTHERLY LINE OF ALGONQUIN ROAD ACCORDING TO DOCUMENT NO. 11195798; THENCE NORTH 66 DEGREES 50 MINUTES 41 SECONDS WEST ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD, 89.04 FEET TO THE MOST WESTERLY CORNER OF PROPERTY CONDEMNED FOR ROAD PURPOSES ACCORDING TO CASE NO. 71L11410; THENCE NORTH 57 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE NORTHWESTERLY LINE OF SAID LAND CONDEMNED FOR ROAD PURPOSES, 38.99 FEET TO A LINE 50.0 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID PLUM GROVE ROAD; THENCE NORTH 00 DEGREES 51 MINUTES 17 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE WEST LINE OF LAND CONDEMNED FOR ROAD PURPOSES ACCORDING TO CASE NO. 71L11410, 659.03 FEET; THENCE NORTH 69 DEGREES 32 MINUTES 9 SECONDS WEST 605.0 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 69 DEGREES 32 MINUTES 9 SECONDS WEST 925.47 FEET; THENCE SOUTH 20 DEGREES 27 MINUTES 51 SECONDS WEST, 600.13 FEET TO THE NORTHERLY LINE OF ALGONQUIN ROAD ACCORDING TO DOCUMENT NO. 11195798; THENCE SOUTH 69 DEGREES 32 MINUTES 09 SECONDS EAST ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD, 116.52 FEET TO A POINT OF CURVATURE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF ALGONQUIN ROAD, BEING A CURVED LINE, CONVEXED TO THE NORTH EAST, HAVING A RADIUS OF 21,535.94 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT THE LAST DESCRIBED POINT, AN ARC DISTANCE OF 780.24 FEET TO AN INTERSECTION WITH A LINE BEARING SOUTH 23 DEGREES 09 MINUTES 19 SECONDS WEST FROM THE AFOREDESCRIBED PLACE OF BEGINNING (THE CHORD OF SAID ARC BEARS SOUTH 68 DEGREES 29 MINUTES 52 SECONDS EAST 780.20 FEET); THENCE NORTH 23 DEGREES 9 MINUTES 19 SECONDS EAST 614.96 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM SEWERS OVER AND ACROSS THAT PART OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF PLUM GROVE ROAD (ALSO KNOWN AS OLD PLUM GROVE ROAD) WITH THE NORTHERLY LINE OF ALGONQUIN ROAD ACCORDING TO DOCUMENT NO. 11195798; THENCE NORTH 66 DEGREES 50 MINUTES 41 SECONDS WEST ALONG SAID NORTHERLY LINE OF ALGONQUIN ROAD 89.04 FEET TO THE MOST WESTERLY CORNER OF PROPERTY CONDEMNED FOR ROAD PURPOSES; ACCORDING TO CASE NO. 71L11410; THENCE NORTH 57 DEGREES 00 MINUTES 18 SECONDS EAST ALONG THE NORTHWESTERLY

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LINE OF SAID LAND CONDEMNED FOR ROAD PURPOSES; 38.99 FEET TO A LINE 50.0 FEET, MEASURED AT RIGHT ANGLES, WESTERLY OF AND PARALLEL WITH THE CENTER LINE OF SAID PLUM GROVE ROAD; THENCE NORTH 00 DEGREES 51 MINUTES 17 SECONDS EAST ALONG SAID LAST DESCRIBED PARALLEL LINE, BEING ALSO THE WEST LINE OF LAND CONDEMNED FOR ROAD PURPOSES ACCORDING TO CASE NO. 71L11410, 659.03 FEET; THENCE NORTH 69 DEGREES 32 MINUTES 9 SECONDS WEST, 855.44 FEET TO A POINT FOR A PLACE OF BEGINNING; THENCE CONTINUING NORTH 69 DEGREES 32 MINUTES 09 SECONDS WEST, 10.0 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 51 SECONDS EAST 250.0 FEET; THENCE SOUTH 69 DEGREES 32 MINUTES 09 SECONDS EAST 10.0 FEET; THENCE SOUTH 20 DEGREES 27 MINUTES 51 SECONDS WEST 250.0 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS, AS CREATED BY RESERVATION IN THE DEED FROM SHELL OIL COMPANY TO FRANK F. STAPE BUILDERS, INC., A CORPORATION OF ILLINOIS, RECORDED JUNE 21, 1979 AS DOCUMENT 25016003, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM SEWERS OVER AND ACROSS THAT PART OF THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 1 IN SCHAUMBURG ATRIUM CENTER, BEING A SUBDIVISION OF PART OF SECTION 34, AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 26942068; THENCE SOUTH 69 DEGREES 32 MINUTES 09 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, A DISTANCE OF 200 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING SOUTH 69 DEGREES 32 MINUTES 09 SECONDS EAST, ALONG SAID NORTHEASTERLY LOT LINE, A DISTANCE OF 10 FEET; THENCE NORTH 20 DEGREES 27 MINUTES 51 SECONDS EAST, AT RIGHT ANGLES TO SAID LOT LINE, A DISTANCE OF 76.55 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 10 SECONDS WEST, A DISTANCE OF 137 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 10 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES 10 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 135.20 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF LOT 1, AFORESAID, THROUGH THE PLACE OF BEGINNING; THENCE SOUTH 20 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 74.74 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS CREATED BY EASEMENT AGREEMENT DATED JUNE 30, 1984 AND RECORDED AUGUST 23, 1984 AS DOCUMENT NUMBER 27227041 MADE BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 21, 1980 AND KNOWN AS TRUST NUMBER 102989 AND MOUNT PROSPECT STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 29, 1983 AND KNOWN AS TRUST NUMBER 1336.

Schaumburg Atrium Center
826-860 Algonquin Road
Schaumburg, Illinois 60173

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