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JUNIOR ASSIGNMENT OF RENTS AND LEASES

THIS SECOND ASSIGNMENT OF RENTS AND LEASES (the "Assignment"), is made as of this 30th day of May, 1991, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated June 14, 1989, and known as Trust No. 108597-00 (the "Trustee") and SPECTRUM-MENARD LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary") (Trustee and Beneficiary are individually and collectively referred to herein as "Assignor"), with and in favor of LASALLE NATIONAL BANK, a national banking association ("Assignee").

DEPT-01 RECORDING
T#5555 TRAN 1772 06/06/91 03:45:00 \$22.00
#9255 ÷ *-91-272942
COOK COUNTY RECORDER

RECITALS

A. Assignor has executed and delivered to Assignee a Note of even date herewith (the "Note"), in the principal sum of ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$170,000.00). The Note is secured by a Junior Mortgage (the "Mortgage") on certain property (the "Property") in Chicago, Illinois legally described on Exhibit A attached hereto and made a part hereof, the Certificates of Deposit and by certain Additional Collateral as defined and described in the Note and Mortgage (the Note, Mortgage and Additional Collateral are sometimes collectively referred to herein as the "Loan Documents").

B. Assignee requires this Assignment (which is one of the Additional Collateral documents described in the Note and Mortgage) as further security for the loan evidenced by the Note (the "Loan").

AGREEMENTS

NOW THEREFORE, in order to secure the payment of the principal and interest on the Note and to secure the performance and observance by Assignor of each and every term, covenant, agreement and condition contained herein, in the Note and in the other Loan Documents, and in consideration of the agreement by Assignee to extend the Loan to or for the benefit of the Assignor, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in, to and under any and all leases (or extensions or renewals thereof) between the Assignor (or its predecessor) as lessor, and the lessee named in any of said leases (hereinafter called "Lessee"), demising and leasing all or portions of the Property (said leases, including those listed on Exhibit B attached hereto, are hereinafter referred to individually and collectively as the "Leases"), together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto Assignee, and

N24-20488-14/265-118 Arch Co. of Ill.

2700

after reading

Please return to: Josie Carlson
Ticor Title Insurance Co.
203 N. LaSalle St., Suite 1400
Chicago, IL 60601

Re: N24-20488-14

BOX 15

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together with all rights against guarantors, if any, of Lessee's obligations under the Leases.

1. Assignor does hereby empower Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as Assignor might have pursued but for this Assignment.

2. Trustee represents and Beneficiary represents and warrants that the Leases, if any, are in full force and effect, that, except as expressly set forth in Section 17 hereof, it has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of the Lessee, or Assignor as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Leases contained; that no rent has been paid by the Lessee for more than one installment in advance, and that the payment of none of the rents to accrue under the Leases have been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor; that no security deposit has been made by Lessee under the Leases, except as disclosed in writing by Assignor to Assignee.

3. Assignor agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder;

(b) that if the Leases provide for the abatement of rent during repair of the demised premises by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Assignee;

(c) not to terminate, modify or amend the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of Assignee and that any attempted termination, modification or amendment of the Leases without such written consent shall be null and void;

(d) not to collect any of the rent, income and profits arising or accruing under the Leases more than one month in advance of the time when the same become due under the terms thereof;

(e) not to discount any future accruing rents;

(f) not to execute any other assignments of the Leases or any interest therein or any of the rents thereunder;

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(g) to perform all of Assignor's covenants and agreements as lessor under the Leases and not to suffer or permit to occur any release of liability of the Lessee, or any right to the Lessee to withhold payment of rent; and to give prompt notices to Assignee of any notice of default on the part of Assignor with respect to the Leases received from the Lessee thereunder, and to furnish Assignee with complete copies of said notices;

(h) if so requested by Assignee, to enforce the Leases and all remedies available to Assignor against the Lessee, in case of default under the Leases by the Lessee;

(i) that none of the rights or remedies of Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment;

(j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the land conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(k) not to alter, modify or change the terms of any guarantees of the Leases or cancel or terminate such guarantees without the prior written consent of Assignee;

(l) not to consent to any assignments of the Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of Assignee; and

(m) not to request, consent to, agree to or accept a subordination of the Leases to any mortgage or other encumbrance now or hereafter affecting the Property.

An action taken by Assignor in violation of the foregoing agreements shall be void ab initio.

4. This Assignment is given as additional security for the payment of the Note held by Assignee, and all other sums secured by the Mortgage. The security of this Assignment is and shall be primary and on a parity with the Property conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the Property and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument,

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thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

6. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor, except for the gross negligence and willful misconduct of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify, defend, protect and hold forever free and harmless the Assignee of, from and against any and all liability, loss, cost, expense or damage which it may or might incur under the Leases or under or by reason of this Assignment and of from and against any and all claims, suits, judgments and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such liability, loss, cost, expense, damage, claim, suit, judgment and demand arising out of the gross negligence or willful misconduct of Assignee. Should Assignee incur any such liability, loss, cost, expense or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims, suits, judgments or demands, the amount thereof, including costs, expenses and reasonable outside attorneys' fees and expenses, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand.

7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall occur under the terms and provisions of this Assignment or of the Note, Mortgage or any item of the Additional Collateral. Upon the occurrence of an Event of Default, Assignee shall be entitled, upon notice to the Lessee, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction and full authority to the Lessee to pay all such amounts to Assignee without proof of the default relied upon. The Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of Lessee's undertakings under the Leases and shall have no right or duty to inquire as to whether any default under the

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Mortgage or the Additional Collateral has actually occurred or is then existing.

8. Each of the following shall constitute an Event of Default under this Assignment:

(a) If an Event of Default shall be declared or occur under or as defined in any of the terms and provisions of any of the Note, Mortgage or any Loan Document or item of Additional Collateral or any document or instrument (other than this Assignment) securing the indebtedness secured hereby.

(b) If default shall be made in the due and punctual performance of any other term, covenant, provision, agreement, condition or obligation herein contained which is not included in the Note, Mortgage or any item of the Additional Collateral or any document or instrument (other than this Assignment) securing the indebtedness secured hereby, and with respect to a non-monetary default, the failure to cure such default within 20 days after service of written notice thereof or, where Assignee's security is not impaired by such non-monetary default and if such non-monetary default cannot reasonably be cured within said 20-day period, the failure to commence curing said default within said 20-day period, to proceed with such cure thereafter in a reasonably diligent manner, and to complete such cure within 45 days after service of such written notice.

9. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.

10. This Assignment shall include any extensions and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions and renewals.

11. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee," and "Assignee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

12. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to its successors and assigns, including all holders, from time to time, of said note or notes.

13. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have

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at the date of the filing of this return.

To avoid double counting, the amount of the

deduction for

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The amount of the deduction for the

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been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

In the case of Assignor, to:

Spectrum-Menard Limited Partnership
122 South Michigan Avenue
Suite 1210
Chicago, Illinois 60603
Attention: Messrs. William O. Brachman and
Stephen E. Barron

with a copy to:

Suzanne Bessette-Smith
Nagelberg, Smith & Boruszak, P.C.
303 West Madison
17th Floor
Chicago, Illinois 60606

In the case of Assignee, to:

LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Mr. John Hein

with a copy to:

Lawrence C. Eppley
Bell, Boyd & Lloyd
Three First National Plaza
Suite 3100
Chicago, Illinois 60602

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

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14. Initially capitalized terms used herein and not otherwise defined have the meanings given them in the Loan Documents.

15. Trustee and Beneficiary shall be jointly and severally liable hereunder.

16. Whenever consent is required hereunder, Assignor and Assignee hereby agree that such consent shall not be unreasonably withheld or delayed in each instance.

17. The liens and security interests granted and created by this Assignment in favor of Assignee are and shall be subject and subordinate to the liens and security interests granted and created by the documents and instruments evidencing or securing that certain loan in the amount of \$2,200,000 made by NBD Skokie Bank, N.A. to Assignor, evidenced by that certain Note dated January 30, 1990, as amended by the First Modification Agreement, and to any and all amendments, modifications, extensions, replacements or renewals thereof, and to any and all advances heretofore made or hereafter to be made thereunder.

18. This Assignment is executed by American National Bank and Trust Company of Chicago, in its capacity as Trustee aforesaid, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. All covenants, agreements and conditions to be performed by American National Bank and Trust Company of Chicago as Trustee hereunder are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against American National Bank and Trust Company of Chicago, personally, by reason of any of such covenants, agreements, representations or warranties contained herein; but nothing herein contained shall be deemed a release or impairment of the indebtedness evidenced hereby or incurred pursuant hereto, nor prejudice the rights of Assignee from exercising any of its rights or remedies hereunder or under any or all of the Loan Documents, or from securing a deficiency or personal judgment against any subsequent owner of the Property who assumes the indebtedness evidenced hereby or incurred pursuant hereto; and nothing herein contained shall release, waive, modify or discharge the liability and responsibility of Beneficiary or of any Guarantor or any other persons or entities in respect hereof. * except said Trustee

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IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date first above written.

ASSIGNOR

TRUSTEE:

American National Bank and Trust Company
OF CHICAGO, as Trustee aforesaid

By: [Signature]
Its _____

Attest: [Signature]
Its _____

BENEFICIARY:

Spectrum-Menard Limited Partnership, an
Illinois limited Partnership

By: Spectrum-Menard Management Company,
an Illinois corporation
Its General Partner

By: [Signature]
Its RESIDENT

Attest: [Signature]
Its Sec. 12.1.1

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INVESTIGATION REPORT

REPORT NO. 12345

DATE: 10/26/2023

BY: [Name]

FOR: [Name]

RE: [Name]

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

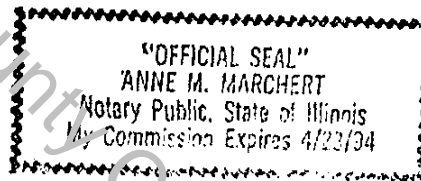
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that J. MICHAEL WHELAN and Gregory S. Kasprzyk, President of American National Bank and Trust Company of Chicago and Secretary of said Bank, respectively who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as 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 act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that as custodian of the corporate seal of said bank, (s)he did affix the corporate seal of said Bank to said instrument as his(her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee and aforesaid, for the uses and purposes therein set forth.

JUN 03 1991

GIVEN under my hand and Notarial Seal this ____ day of May, 1991.

Anne M. Marchert
Notary Public

My Commission Expires:



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03/28/2010

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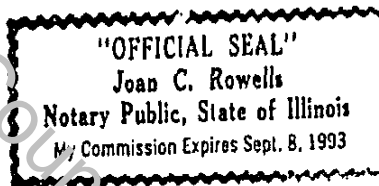
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that William O. Brachman and Stephen E. Barron, duly authorized signatories of Spectrum-Menard Management Company, an Illinois corporation the general partner of Spectrum-Menard Limited Partnership, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such duly authorized signatories of said limited partnership, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, as the free and voluntary act of Spectrum-Menard Management Company, and as the free and voluntary act of Spectrum-Menard Limited Partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30th day of May, 1991.

Joan C. Rowells
Notary Public

My Commission Expires:



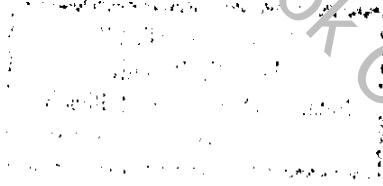
This instrument was prepared by ~~and after recording please return to:~~

Lawrence C. Eppley
Bell, Boyd & Lloyd
Three First National Plaza
Suite 3200
Chicago, Illinois 60602

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Parcel 1:

The Northwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, except that part thereof lying Easterly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of Company's right of way; thence Northwesterly along said curved line to its intersection and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park in said Section 17.

Parcel 2:

That part of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park, a Subdivision in Section 17, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, lying East of the center line of the Southeast 1/4 of said Section 17 and lying Westerly of the Westerly line of the 17 foot wide strip of land granted to the Baltimore and Ohio Chicago Terminal Railroad Company by the Agreement recorded January 20, 1917 as Document No. 6,034,440. The center line of said 17 foot wide strip of land is described as follows:

Beginning at the intersection of the North line of West 12th Street (Roosevelt Road) and the North and South center line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4, aforesaid; thence North along said center line to a point of tangency with a curved line, said curved line being convexed Northeasterly, having a radius of 359.26 feet and being tangent to said center line and tangent to a line 18 feet North of and parallel with the South line of the Baltimore and Ohio Chicago Terminal Railroad Company's right of way; thence Northwesterly along said curved line to its intersection with the South line of said right of way, the South line of said right of way coinciding with the North line of Block 9 in Andrew Warren, Jr.'s Resubdivision of part of Warren Park in said Section 17.

Parcel 3:

Non-exclusive easement for the benefit of Parcels 1 and 2 for ingress and egress for the purpose of repairing, maintaining and replacing the structures located on Parcels 1 and 2 as created by the Grant of Easement recorded August 17, 1987 as Document No. 87-453,540 over a 4 foot wide strip of land lying Easterly of and adjacent to Parcels 1 and 2 and lying Northerly of the South line of Parcel 2 extended East to the East line of said 4 foot wide strip of land.

Permanent Tax Numbers: 16-17-400-014 Volume: 566
(Affects Parcel 1)

16-17-413-023
(Affects Parcel 2)

Re: 905 South Menard
Chicago, Illinois

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