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ASSIGNMENT OF LEASES AND RENTS

D-1 73-02-765

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*LaSALLE NATIONAL TRUST, N.A. Successor Trustee to
 KNOW ALL MEN BY THESE PRESENTS, that ~~LaSALLE NATIONAL BANK~~,
 not personally but solely as Trustee ("Trustee") under Trust
 Agreement dated June 20, 1985, and known as Trust
 No. 109694 ("Trust") and EDWARD SCHWARTZ & COMPANY ("Bene-
 ficiary"), as the owner of the entire beneficial interest in the
 Trust (the Trust and Beneficiary are hereinafter sometimes
 jointly and severally referred to as "Assignor"), in con-
 sideration of the sum of Ten Dollars and other good and valuable
 considerations, the receipt and sufficiency whereof are hereby
 acknowledged, does hereby assign, transfer and set over unto
 MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, a national banking
 association ("Assignee"), all right, title and interest of the
 Assignor in, under or pursuant to any and all present or future
 leases or subleases, whether written or oral, or any lettings of
 possession of, or any agreements for the use or occupancy of, the
 whole or any part of the real estate and premises hereinafter
 described which the Assignor may have heretofore made or agreed
 to or may hereafter make or agree to, or which may be made or
 agreed to by the Assignee under the powers hereinafter granted,
 including all amendments and supplements to and renewals thereof
 at any time made (collectively the "Leases"), relating to that
 certain real estate situated in the County of Cook, State of
 Illinois, described on Exhibit A attached hereto and made a part
 hereof and the improvements now or hereafter erected thereon (the
 "premises"), including, without limiting the generality of the
 foregoing, all right, title and interest of Assignor in and to
 all the rents (whether fixed or contingent), earnings, renewal
 rents and all other sums due or which may hereafter become due
 under or by virtue of the Leases and all rights under or against
 guarantors of the obligations of lessees and obligors under the
 Leases.

This Assignment is made and given as collateral security
 for, and shall secure (i) the payment in full of all principal of
 and interest on that certain Mortgage Note ("Mortgage Note") of
 the Assignor bearing even date herewith, payable to the order of
 Assignee in the face principal sum of Two Million Five Hundred
 Thousand and no/100 Dollars (\$2,500,000.00) and all renewals,
 extensions or refinancings thereof; (ii) the payment in full of
 all principal of and interest on that certain Demand Note
 ("Demand Note") of the Assignor bearing even date herewith,
 payable to the order of Assignee in the face principal sum of One
 Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), the
 Mortgage Note and Demand Note being hereafter collectively
 referred to as the "Note"; (iii) the performance of all obliga-
 tions, covenants, promises and agreements contained herein or in
 that certain Mortgage and Security Agreement bearing even date
 herewith from the Trust to Assignee ("Mortgage"), conveying and
 mortgaging the premises as security for the Note and any and all
 other indebtedness intended to be secured thereby; (iv)
 performance under that certain Assignment of Beneficial Interest
 of even date herewith from Beneficiary, as Assignor, to Assignee;
 (v) that certain Irrevocable Standby Letter of Credit of even
 date herewith issued by Assignee for the account of Assignor to

This Instrument Prepared By
and After Recording Return To:

Ned S. Robertson, Esq.
 Greenberg Keele Lunn & Aronberg
 One IBM Plaza-Suite 4500
 Chicago, IL 60611

A-333

Common Address: Carriage Way Drive & Daniels Court
Arlington Heights, Illinois

Permanent Index Number: 03-08-213-023

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actual possession of the premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignor, its agents, or servants, therefrom and hold, operate, manage and control the premises, and at the expense of the premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the premises, and to enter into or renew or extend leases for such time and on such terms as Assignee may deem fit, including leases for the terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in every such case have the right to manage and operate the said premises and to carry on the business thereof as the Assignee shall deem proper; or (ii) with or without taking possession of the premises, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

- (a) to the payment of all proper charges and expenses including the just and reasonable compensation for the services of Assignee, its attorneys and agents, clerks, servants and others employed in connection with the operation, management and control of the premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;
- (b) to the payment of any sum secured by a lien or encumbrance upon the premises;
- (c) to the cost of completing any improvements being constructed on or about the premises; and
- (d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or

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hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the premises are located, not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees not to amend, modify or terminate any of the Leases without the prior written consent of Assignee, provided that unless and until an Event of Default, Assignor may enter into amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrently with such termination, it shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to it than those contained in the terminated Lease and with a lessee of at least equal credit worthiness to the terminated lessee, provided that the foregoing to the contrary notwithstanding, no lease shall be terminated if such termination would reduce the amount which any lender is then obligated to fund under any commitment issued to provide financing for the premises. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the premises by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by him hereunder, except for its willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of incurrence (or if the Note has been paid in full at the time of incurrence, then at the rate applicable to the Note at the time of such payment in full), shall be secured by this Assignment and by the Mortgage, and the Assignor shall reimburse the Assignee therefor immediately upon demand, Assignor's obligation to so pay to survive payment of the indebtedness hereby secured and the release of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the Note, Mortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised

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whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce 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 rights under the terms hereof.

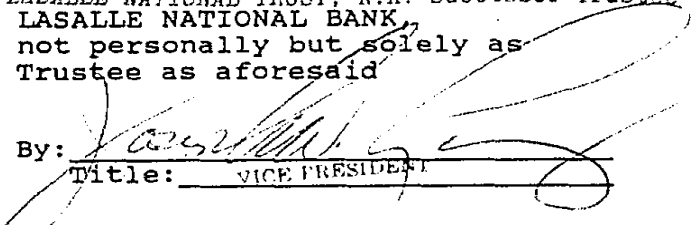
The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the premises after any foreclosure sale.

This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. If more than one person signed this instrument as Assignor, the term "Assignor" as used herein shall mean all of such persons jointly and severally.

This Assignment of Rents 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. Nothing herein, in the Mortgage or in the Note contained shall be construed as creating any liability of Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either express or implied herein or therein contained, all such liability, if any, being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as Trustee, personally, is concerned, Assignee hereunder or the holder of the Note and the owner of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by the Mortgage created, in the manner herein, in the Mortgage, the Note and the other Loan Documents (as defined in the Note) provided.

Dated this 28th day of May, 1991

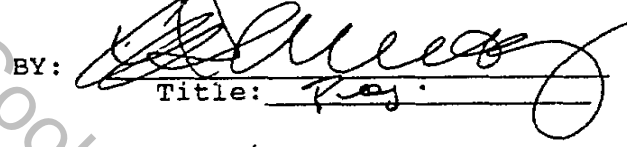
LaSALLE NATIONAL TRUST, N.A. Successor Trustee to,
LASALLE NATIONAL BANK,
not personally but solely as
Trustee as aforesaid

By: 
Title: VICE PRESIDENT

Attest:

Title: ASSISTANT SECRETARY

EDWARD SCHWARTZ & COMPANY

BY: 
Title: Pres.

Attest:

Title: Attest. Secy

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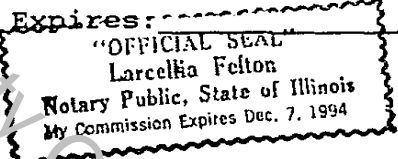
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK) X LaSALLE NATIONAL TRUST, N.A. Successor Trustee to

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOSEPH W. LANG, the VICE PRESIDENT of LaSALLE NATIONAL BANK, and William H. Dillon, the ASSISTANT SECRETARY of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 own free and voluntary act and as the free and voluntary act of said Bank, as trustee, for the uses and purposes therein set forth, and the said ASSISTANT SECRETARY then and there acknowledged that as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as trustee, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of May, 1991.

Larcellia Felton
Notary Public

My Commission Expires:



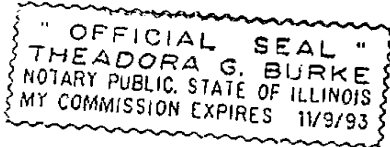
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Edward Schwartz, the President of Edward Schwartz & Company and Lorraine M. Burke, the Asst Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant 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 Company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of May, 1991.

Sheldon H. Burke
Notary Public

My Commission Expires: November 9, 1993



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EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOT 45 IN FRENCHMAN'S COVE UNIT 2, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 8, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1974 AS DOCUMENT 22798425, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 45; THENCE NORTH 00 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 45, 372.42 FEET TO A POINT FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 03 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 45, 202.58 FEET TO THE NORTH WEST CORNER OF SAID LOT 45; THENCE SOUTH 89 DEGREES 56 MINUTES 51 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 45, 125.00 FEET TO THE MOST NORTHERLY NORTH EAST CORNER OF SAID LOT 45; THENCE SOUTHEASTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 45, BEING A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 208.00 FEET, AN ARC DISTANCE OF 147.15 FEET (THE CHORD OF SAID ARC BEARS SOUTH 20 DEGREES 12 MINUTES 50 SECONDS EAST, 144.10 FEET); THENCE SOUTH 49 DEGREES 31 MINUTES 12 SECONDS WEST, 57.05 FEET; THENCE SOUTH 77 DEGREES 04 MINUTES 16 WEST, 135.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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