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Borrower of even date herewith in the principal sum of
or renewals thereof) evidenced by a certain Note ("Note") of
A. The payment of the indebtedness (including any extensions

This Assignment is made for the purpose of securing.

them, or on account of the use of the Premises.
hereafter be or become due or owing under the Leases, and any of
"Leases", and all rents, income and profits which may now or
leases and any of them, all of which are hereinafter called the
and all guarantys, amendments, extensions and renewals of said
("Premises") whether now in existence or hereafter entered into,
and interest of the Borrower in, to and under any leases of the
assign, convey, set over and deliver unto Assignee all right, title
which is hereby acknowledged, does hereby bargain, sell, transfer,
Assignor, for good and valuable consideration, the receipt of

W I T N E S S E T H

"Assignor".
"Assignee"). Borrower is hereafter collectively called the
Burlington Avenue, LaGrange, IL 60525 (hereinafter called
the First National Bank of LaGrange whose address is 620 W.
between Al Gelato OGGI, Inc. hereinafter called ("Borrower"), and
THIS ASSIGNMENT, made this 27th day of June, 1991, is by and

BORROWER AND BENEFICIARY

ASSIGNMENT OF RENTS AND LEASES

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73-11-207-D1

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condition thereof be waived without the prior written approval of amended, terminated, cancelled or surrendered nor any term or 3. That none of the Leases shall be altered, modified,

whatsoever except as approved in writing by Assignee. of the terms and conditions thereof been waived in any manner amended, terminated, cancelled, renewed or surrendered nor have any accordance with their terms and have not been altered, modified, 2. That the Leases are and shall be valid and enforceable in

of the terms, covenants and conditions of this Assignment. might prevent Assignee from fully exercising its rights under any shall not, perform any acts or execute any other instruments which both of them, and that Borrower and Beneficiary, have not, and each in the Leases is or shall be vested in Borrower or Beneficiary, or 1. That the sole ownership of the entire lessor's interest

Assignor covenants and agrees with Assignee as follows:

other instrument constituting security for the Note. covenant and condition contained in the Note, Assignment and any c. The performance and discharge of each and every term, Note; and

Assignment and any other instrument constituting security for the becoming due and payable to Assignee under the provisions of the B. The payment of all other sums with interest thereon

herewith encumbering the Premises; and

(\$114,000.00) and secured by a certain mortgage of even date

One Hundred and Fourteen-Thousand and no/100 * * * * *

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This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called

The parties further agree as follows:

8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lease under any of the Leases.

5. That Assignor shall give prompt notice to Assignee of any default has occurred under any of the Leases on the part of the Borrower or Beneficiary, together with a complete copy of any such notice.

4. That there are no defaults now existing on any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

3. That Assignor shall give prompt notice to Assignee of any notice received by Borrower and/or Beneficiary claiming that a default has occurred under any of the Leases on the part of the Borrower or Beneficiary, together with a complete copy of any such notice.

2. That there are no defaults now existing on any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

1. That there are no defaults now existing on any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

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a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Borrower and/or beneficiary hereby irrevocably appoints Assignee their true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower and/or beneficiary or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the premises are hereby expressly authorized and directed to pay any and all amounts due beneficiary pursuant to the Leases to Assignee or such nominee

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as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower and/or Beneficiary in respect of all payments so made.

From and after services of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating and Premises and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest

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payments due from Borrower to Assignee on the Note and the

Mortgage, all in such order as Assignee may determine. Assignee

shall be under no obligation to exercise or prosecute any of the

rights or claims assigned to it hereunder or to perform or carry

out any of the obligations of the lessor under any of the Leases

and does not assume any of the liabilities in connection with or

arising or growing out of the covenants and agreements of Assignor

in the Leases. It is further understood that this Assignment shall

not operate to place responsibility for the control, care,

management or repair of the Premises, or parts thereof, upon

Assignee, nor shall it operate to make Assignee liable for the

performance or any of the terms and conditions of any of the

Leases, or for any waste of the Premises by any lessee under any

of the Leases or any other person, 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 or death to any lessee, licensee, employee or

stranger.

Waiver of or acquiescence by Assignee in any default by the

Assignor, or failure of the Assignee to insist upon strict

performance by the Assignor of any covenants, conditions or

agreements in this Assignment, shall not constitute a waiver of any

subsequent or other default or failure, whether similar or

dissimilar.

The rights and remedies of Assignee under this Assignment are

cumulative and are not in lieu of, but are in addition to any other

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The term "Assignor", "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

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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STATE OF ILLINOIS
COUNTY OF COOK

SS.

ATTEST:

[Signature]

BY: Paula M. Dinardo, Secretary

BY: Robert R. Bruce, President

AL GELATO OGGI, INC.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

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which has the address of 9133 WEST BELDEN AVENUE, FRANKLIN PARK, ILLINOIS

P.I.N #12-34-212-004-0000

LOT 20 IN PACIFIC INDUSTRIAL SUBDIVISION, BEING A RESUBDIVISION OF LOTS 14, 15 AND PART OF LOT 16 IN SYRACUSE INDUSTRIAL SUBDIVISION IN THE NORTH EAST FRACTIONAL 1/4 AND THE NORTH WEST FRACTIONAL 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS