

PREPARED BY:
Ernest D. Simon
30 S. Wacker Drive
Chicago, Illinois 60606

RETURN TO:
DEVON BANK
Jane F. Kulibaba
6445 N. Western Avenue
Chicago, Illinois 60645

JUNIOR ASSIGNMENT OF RENTS AND LEASES

\$18.00

THIS ASSIGNMENT, made this ^{15th} day of July, 1991 is by and between American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated May 1, 1991 and known as Trust Number 113911-09 c/o Milton Pinsky, 300 West Grand Avenue, Chicago, IL 60610 (herein called "Borrower"), and DEVON BANK, 6445 N. Western Avenue, Chicago, Illinois 60645, (hereinafter called "Assignee"). Borrower hereinafter called the "Assignor."

WITNESSETH

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

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including and or renewals thereof) evidenced by a certain Note ("Note") of Borrowers of even date herewith in the principal sum of Four Hundred Thousand and No/100ths (\$400,000.00) Dollars and secured by a certain Mortgage ("Mortgage") of even date herewith encumbering the premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the

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(2/2) (Carter) (51-18-84)

(107907)

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Mortgage and any other instrument constituting security for the Note; and

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

Assignor covenants and agrees with Assignee as follows:

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

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

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

4. That there are no defaults now existing under 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.

5. 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.

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

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

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The Parties further agree as follows:

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

Borrower and Beneficiary hereby irrevocably appoint 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 acquittances 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 and all amounts due Borrower and/or Beneficiary pursuant to the Leases to Assignee or such nominee 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 service 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 here under, 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 property, fixtures, documents, books, records, papers and accounts, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all

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rights, privileges and powers 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 the Premises and of any indebtedness or liability of Borrowers 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 of the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrowers to Assignee on the Note and the Mortgage, all in such order as Assignee may determine.

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.

Assignee, for itself and its successors and assigns, further covenants and agrees that in the event of the appointment of a receiver or of the appointment of the Assignee as mortgagee-in-possession, in any action by the Assignee, its successors or assigns, to foreclose the Mortgage, no rents, revenue or other income of the project collected by the receiver or by the mortgagee-in-possession shall be utilized for the payment of interest, principal of any other charges due and payable under this Mortgage, except from surplus cash available for distribution, if any, as the term is defined in the HUD Regulatory Agreement referred to in the Mortgage; and further, the receiver or mortgagee-in-possession shall operate the project in accordance with all the provisions of the first mortgage and HUD Regulatory Agreement.

This Assignment of Rents and Leases is subordinate to that certain Collateral Assignment of Leases and Rents dated March 2, 1987, and recorded March 3, 1987, in the Office of the Recorder of

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Cook County, Illinois as Document No. 87114479 executed by American National Bank and Trust Company of Chicago, as Trustee under Trust No. 100016-00 and 6230 North Kenmore Avenue, Granville Apartments, an Illinois general partnership, to DRG Funding Corporation and assigned to Reilly Mortgage Group, Inc., by document recorded December 30, 1988, in said Office as Document No. 88599866.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other 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.

If any term of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, or at law or in equity.

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 the Assignment, or the application of such term to persons 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.

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 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.

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LEGAL DESCRIPTION

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Lots 5 and 6 in Block 6 in Cochran's Second Addition to Edgewater being a Subdivision of the East fractional half of Section 5, Township 40 North, Range 14, East of the Third Principal Meridian (except the West 1,320 feet of South 1,913 feet thereof and the right of way of the Chicago, Evanston and Lake Superior Railroad), according to the plat thereof recorded December 21, 1888 as Document No. 1042704, in Cook County, Illinois.

6230 N. Kenmore Ave.

Chicago, Ill

PM 14-05-205-43

Property of Cook County Clerk's Office

mailed to

DuSable Bank

6445 N. Westmoreland Ave.

Chgo. Ill. 60645