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ASSIGNMENT OF RENTS AND LEASES

from

DELEON, INC.,  
an Illinois corporation

to

COMMUNITY BANK OF HOMewood/FLOSSMOOR,  
an Illinois state bank

Dated as of August 14, 1992

DEPT-01 RECORDING \$33.50  
T42222 TRAM 6601 08/19/92 12:29:00  
1424 \* 92-615929  
COOK COUNTY RECORDER

Permanent Tax Index Number:

29-33-100-043

Address of Project:

Homewood, Illinois

17505 S. Halsted

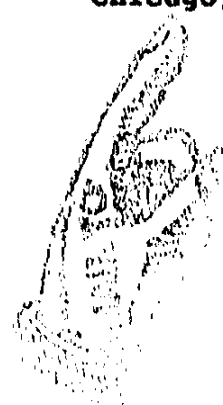
This Instrument Prepared by and  
to be Returned After Recording  
to:

Stephen L. Golan, Esq.  
Seyfarth, Shaw, Fairweather  
& Geraldson  
Suite 4200  
55 East Monroe Street  
Chicago, Illinois 60603

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C.A. & S.

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## ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, DELEON, INC., an Illinois corporation (the "BORROWER"), in order to secure an indebtedness in the total principal sum of Three Hundred Forty-Six Thousand Five Hundred and No/100 Dollars (\$346,500), executed a Leasehold Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to COMMUNITY BANK OF HOMEWOOD/FLOSSMOOR, an Illinois state bank (the "LENDER"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Project"); and

WHEREAS, the LENDER is the holder of the Mortgage and of the Leasehold Mortgage Note of the BORROWER of even date herewith in the principal amount of \$346,500, secured by the Mortgage.

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration for the loan secured by the Mortgage, the BORROWER does hereby sell, assign, transfer and set over unto the LENDER, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Project, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the LENDER under the power hereinafter granted, (the "Leases"); (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Leases; and (iii) any and all guarantees of the lessee's obligations under any of such leases and subleases and agreements. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the LENDER, including all leases and subleases and agreements now existing upon the Project.

The BORROWER does hereby further covenant and agree as follows:

Section 1. Lender as Agent. The BORROWER does hereby irrevocably appoint the LENDER to be its agent for the management of the Project, and does hereby authorize the LENDER to let and re-let the Project, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Project in its own name or in the name of the BORROWER as it may deem necessary or expedient, and to make such repairs to the Project as it may deem proper or advisable, and to do anything in or about the Project that the BORROWER might do, hereby ratifying and confirming anything and everything that the LENDER may do.

Section 2. Collection of Rents. The BORROWER does hereby irrevocably authorize the LENDER in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and

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to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Project or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the LENDER shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness to liability of the BORROWER to the LENDER, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Project, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Project or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the LENDER for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the BORROWER and the LENDER, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the BORROWER to the LENDER shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the LENDER shall not exercise its rights and powers under this Assignment until after default in the payment of principal of and/or interest on the indebtedness secured by the Mortgage or until after an event of default occurs under the Mortgage, the said Leasehold Mortgage Note or any other document securing the indebtedness secured by this Assignment, and the expiration of any applicable grace period, and the BORROWER shall have a license to collect the rentals from the Project in the absence of such a default.

Section 6. No Waiver. Failure of the LENDER to exercise any right which it may exercise hereunder shall not be deemed a waiver by the LENDER of its rights of exercise thereafter.

Section 7. Leases of the Project. After notice from LENDER to BORROWER, the BORROWER agrees (i) that it will not enter into any lease of the Project or any portion thereof without the prior written consent of the LENDER; (ii) that it will at all times duly perform and observe all of the terms, provisions, covenants and agreements on its part to be performed and observed under any and all leases of the Project or any portion thereof, including, but not limited to, the Leases, and shall not suffer or permit any default or event of default on the part of the lessor to exist thereunder; (iii) that it will not agree or consent to, or suffer or permit, any termination, modification or amendment of any lease of the Project

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or any portion thereof, including, but not limited to, the Leases, without the prior written consent of the LENDER; and (iv) except for security deposits not to exceed one month's rent for any one lessee, that it will not collect any rent for more than one month in advance of the date same is due. Unless otherwise approved by the LENDER, all leases of space in the Project shall be prepared on a lease form approved by the LENDER.

Section 8. Giving of Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or two business days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to BORROWER to: Deleon, Inc.  
1399 Eddy Lane  
Lake Zurich, Illinois 60047

If to LENDER to: Community Bank of Homewood/Flossmoor  
18600 South Dixie Highway  
Homewood, Illinois 60430  
Attention: Dan Regan, Vice President

or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other party.

Section 9. Amendment. This Assignment may be altered or amended only by a writing signed by the party sought to be bound by such alteration or amendment.

Section 10. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 11. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 12. Construction.

(a) The words "hereof", "herein", "hereunder", and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

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(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

(e) Wherever in this Assignment provision is made for the approval or consent of the LENDER, or that any matter is to the LENDER's satisfaction, or that any matter is to be as estimated or determined by the LENDER, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate or determination or the like shall be made determined or given by the LENDER pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

Section 13. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of August 14, 1992.

DELEON, INC.,  
an Illinois corporation

By John Crowley  
Its President

ATTEST:

Patricia A. Crowley  
Title: Secretary

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## EXHIBIT A

### LEGAL DESCRIPTION OF THE PREMISES

#### PARCEL 1:

LOT 6 IN THE PARK PLACE PLAZA, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 28, 1968 AS DOCUMENT NUMBER 88546282, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS, PARKING, RIGHTS-OF-WAY, STORM SEWER EASEMENT AND FOR SUCH DRIVEWAYS AND APPROACHES TO AND FROM ABUTTING HIGHWAYS FOR THE USE AND BENEFIT OF THE LAND AND TOGETHER WITH THE USE IN COMMON WITH OTHERS, THE COMMON AREAS OF THE SHOPPING CENTER KNOWN AS PARK PLACE PLAZA, AS DELINEATED ON THE SITE PLAN ATTACHED AS EXHIBIT C-1 TO THE LEASE DESCRIBED IN PARCEL 1.

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