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COOK COUNTY, ILLINOIS  
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**FIRST CHICAGO**

The First National Bank of Chicago

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ASSIGNMENT OF LEASES AND RENTS

Date: November 5, 1992

Mortgagor: **HARRIS BANK ROSELLE, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 14, 1986 AND KNOWN AS TRUST NUMBER 12556**

Original Principal Amount of the Note: \$2,100,000.00

**RECITALS**

THE FIRST NATIONAL BANK OF CHICAGO ("Lender"), having an office at 111 East Busse Avenue, Mount Prospect, Illinois 60056, has issued a loan commitment (the "Loan Commitment") pursuant to which Lender has agreed, subject to the terms and conditions thereof, to make a loan to Mortgagor in the Original Principal Amount of the Note (the "Loan"). The Loan is evidenced by that certain note of even date herewith executed by Mortgagor in favor of Lender, in the Original Principal Amount of the Note (the "Note"). The payment of the Note is secured by: (a) this Assignment; (b) a Mortgage (the "Mortgage") executed by Mortgagor pertaining to property defined therein as the "Mortgaged Property" of which the parcel of land legally described in Exhibit A attached hereto and all improvements thereon and appurtenances thereto form a part; and (c) the other Loan Instruments (hereinafter defined).

**GRANTING CLAUSES**

To secure the payment of the indebtedness evidenced by the Note and payment of all amounts due under and the performance and observance of all covenants and conditions contained in this Assignment, the Mortgage, the Note, the Loan Commitment and any other mortgages, security agreements, assignments of leases and rents, guaranties, letters of credit and any other documents and instruments and any and all renewals, extensions, replacements and amendments now or hereafter executed by Mortgagor, to secure or guarantee the payment of indebtedness under the Note (the Note, the Loan Commitment, this Assignment, the Mortgage, and all such other documents and instruments, including any and all amendments, renewals, extensions and replacements hereof and thereof, being sometimes referred to collectively as the "Loan Instruments" and individually as a "Loan Instrument") (all indebtedness secured hereby being hereinafter sometimes referred to as "Borrower's Liabilities"), Mortgagor, (Mortgagor referred to herein as "Assignor"), hereby assign to Lender, all of their respective right, title and interest in:

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- (a) All oral and written leases with, or other agreements for use or occupancy made by, any person or entity, and any and all amendments, extensions, renewals, modifications and replacements thereof, pertaining to all or any part of the Mortgaged Property, whether such leases or other agreements have been heretofore or are hereafter made including those specific leases, if any, listed in Exhibit B attached hereto (the "Leases");
- (b) The rents which are due or payable pursuant to any of the Leases and any other payments in addition to rent due or payable thereunder, including, without limitation, security deposits and any monies, awards, damages or other payments made or due under the Leases (the "Rents");
- (c) All rights, powers, privileges, options and other benefits of Assignor under the Leases (collectively, the "Rights"); (the Leases, Rents and Rights being sometimes collectively referred to as the "Collateral") and Assignor authorized Lender:
  - (i) To manage the Mortgaged Property and take possession of the books and records relating thereto;
  - (ii) To prosecute or defend any suits in connection with the Mortgaged Property or enforce or take any other action in connection with the Leases in the name of Lender and Mortgagor;
  - (iii) To make such repairs to the Mortgaged Property as Lender may deem advisable; and
  - (iv) To do any and all other things with respect to the Mortgaged Property and the Collateral which an absolute owner or landlord has the right to do.

I

## COVENANTS AND WARRANTIES

- 1.1 **Present Assignment.** Notwithstanding that this Assignment constitutes a present assignment of leases and rents, Assignor may collect the Rents and manage the Mortgaged Property in the same manner as if this Assignment had not been given, but only if and so long as an Event of Default (defined hereafter) has not occurred. If an Event of Default occurs, the right of Assignor to collect the Rents and to manage the Mortgaged Property shall thereupon automatically terminate and such right together with the other rights, powers and authorizations contained herein shall belong exclusively to Lender.

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- 1.2 **Power Coupled with Interest.** This Assignment of Leases and Rents confers upon Lender a power coupled with an interest and cannot be revoked by Assignor.
- 1.3 **Warranties.** Assignor represents, covenants and warrants as follows: (i) Assignor is the sole owner of the lessor's entire interest in the Leases and the other Collateral and has full right to assign the Collateral; (ii) there has been no previous assignment and, without Lender's prior written consent, Assignor will permit no future assignment (as collateral or otherwise) of the lessor's right, title or interest in any of the Leases or other Collateral; (iii) the Leases are valid and enforceable in accordance with their terms; (iv) none of the Leases listed in Exhibit B has been altered or amended except as shown on said exhibit; (v) the lessees are not in default under the Leases and have no defenses, set-offs or counterclaims against the lessor under the Leases; (vi) no rent reserved in the Leases has been assigned; and (vii) no rent for any period subsequent to the date hereof has been collected more than thirty (30) days in advance of the date due.
- 1.4 **Additional Covenants.** Assignor covenants that (i) it will not modify, change, alter, supplement, amend, cancel or terminate any of the Leases without prior written Lender's consent; (ii) it will not consent to any assignment or subletting of the lessee's interest under any of the Lease without prior written Lender's consent; (iii) it will not accept rent more than thirty (30) days in advance under any of the Leases; and (iv) it will not assert any claim or take any action against any lessee under any of the Leases, or otherwise seek recovery, damages or other relief against any such lessee, which would have the effect of relieving such lessee from any obligation or liability or which would affect, impair or discharge any right of Lender.
- 1.5 **Lender to be Creditor of Lessees.** Lender shall be deemed to be the creditor of each lessee under the Leases in any assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, receivership or probate proceedings affecting such lessee.

II

**DEFAULTS AND REMEDIES**

- 2.1 **Event of Default.** The term "Event of Default," wherever used in this Assignment, shall mean any one or more of the following events:
  - (a) If Assignor shall (i) fail to pay when due any indebtedness evidenced by the Note; or (ii) fail to keep, perform or observe any other covenant, condition or agreement on the part of the Assignor in this Assignment and such failure shall continue for thirty (30) days.

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- (b) If a default shall occur under any of the Loan Instruments and the same is not cured within the applicable cure period, if any, provided in such Loan Instrument.
- 2.2 **Exercise of Lender's Rights.** Lender may exercise its rights as provided in this Assignment without regard to the adequacy of the security and without waiving any other remedy available to Lender.
- 2.3 **Nature of Remedies.** No delay or omission on the part of Lender in the exercise of any remedy for an Event of Default shall operate as a waiver thereof. The remedies available to Lender under this Assignment shall be in addition to, and exercisable in any combination with, any and all remedies available by operation of law and under the other Loan Instruments.
- 2.4 **Application of Rents.** Lender may apply the Rents, in such order as Lender may determine, to the payment of Borrower's Liabilities in such order and manner as Lender may elect, and all expenses for the expenses, care and management of the Mortgaged Property.
- 2.5 **Limitations of Lender's Obligations.** Lender's obligations as to any Rents actually collected shall be discharged by application of such Rents to any of the purposes specified in Paragraph 2.4 hereof. Lender shall not be liable for uncollected Rents or for failure to collect Rents or for any claim for damages or set-offs arising out of Lender's management of the Mortgaged Property. Lender shall not be liable to any lessee for the return of any security deposit made under any Lease unless Lender shall have received such security deposit from the lessor or such lessee. Lender shall not by reason of this Assignment or the exercise of any right granted herein be obligated to perform any obligation of the lessor under any of the Leases, nor shall Lender be responsible for any act committed by the lessor, or any breach or failure to perform by the lessor with respect to any of the Leases. Nothing contained herein shall be deemed to have the effect of making Lender a mortgagee in possession of the Mortgaged Property or any part thereof.
- 2.6 **Reimbursement.** Assignor shall reimburse Lender for and indemnify Lender against all expenses, losses, damages and liabilities which Lender may incur by reason of this Assignment or the exercise of any of the rights granted hereunder. Any and all amounts due to Lender under this Paragraph 2.6 shall be immediately due and payable, shall be added to Borrower's Liabilities, shall bear interest after disbursement by Lender at the Default Rate (as defined in the Note) and shall be secured by this Assignment and the other Loan Instruments.
- 2.7 **Authorization to Lessees.** Each present and future lessee under any of the Leases is hereby authorized and directed to pay the rent payable thereunder to Lender upon written demand from Lender stating that an Event of Default has occurred without inquiry as to whether any such default has occurred or whether Lender is rightfully

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entitled to such rent. Following receipt of any such demand, no lessee shall be given credit for any rent paid other than to Lender thereafter until Lender instructs such lessee otherwise in writing.

### III

### MISCELLANEOUS

- 3.1 **Successors and Assigns.** This Assignment shall inure to the benefit of Lender and be binding upon Assignor, the heirs, legal representatives, successors and assigns of Assignor and all persons and entities (including owners and lessees) which may hereafter have any interest in the Mortgage Property.
- 3.2 **No Merger.** Notwithstanding the conveyance or transfer of title to any or all of the Mortgaged Property to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.
- 3.3 **Notices.** All notices, reports, requests, demands or other instruments required or contemplated to be given or furnished under this Assignment to Assignor or Lender shall be directed to Lender at the place stated in the Note as the place of payment and to Assignor at the following address 110 E. Irving Park Road, Roselle, Illinois 60172. Any such notices, requests, reports, demands or other instruments shall be (i) personally delivered to the address referred to above, in which case they shall be deemed delivered on the date of delivery to said address or (ii) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three business days after deposit in the U. S. mail, postage prepaid. Either party may change the address to which any such notice, report, demand or other instrument is to be delivered by furnishing written notice of such change to the other party in compliance with the foregoing provisions.
- 3.4 **Headings.** The headings of the articles, sections, paragraphs and subdivisions of this Assignment are for convenience only, are not to be considered a part hereof, and shall not limit, expand or otherwise affect any of the terms hereof.
- 3.5 **Invalid Provisions to Affect No Others.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Assignment or in any other Loan Instrument shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Note or in any other Loan Instrument shall be in no way affected, prejudiced or disturbed thereby.

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- 3.6 **Changes.** The terms and provisions hereof may be released, changed, waived, discharged or terminated only by an instrument in writing signed by Assignor and Lender. Any agreement hereafter made by Assignor and Lender relating to this Assignment shall be superior to the rights of the holder of any intervening lien or encumbrance.
- 3.7 **Governing Law.** This Assignment shall be construed, interpreted, enforced and governed by and in accordance with the laws of the State of Illinois.
- 3.8 **Future Advances.** This Assignment is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made by Lender under the Note, to the same extent as if such future advances were made on the date of the execution of this Assignment. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but all indebtedness secured hereby shall, in no event, exceed five times the aggregate face amount of the Note.
- 3.9 **Joint and Several Liability.** The liability hereunder of Mortgagor executing this Assignment shall be joint and several.
- 3.10 **Exculpatory Clause.** If this Assignment is executed by the trustee under an Illinois land trust, such trustee has attached its customary exculpatory clause hereto and such clause is incorporated herein.

**THIS ASSIGNMENT OF LEASES AND RENTS** is executed by the undersigned Trustee, not personally but as Trustee as aforesaid; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee, named and referred to in said Agreement, for the purpose of binding it personally, but this instrument is executed and delivered by Harris Bank Roselle, trustee, solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against Harris Bank Roselle, as Trustee, its agents or employees, on account hereof, or on account of any covenant, undertaking or agreement herein or in the Note contained, either express or implied, all such personal liability, if any, being hereby expressly waived and released by Lender or holder or holders of said Note, and by all persons claiming by or through or under said parties or the holder or holders, owner or owners of the Note and by every person now or hereafter claiming any right or security hereunder.

Anything herein contained to the contrary notwithstanding, it is understood and agreed that Harris Bank Roselle, as trustee, personally, shall have no obligation to see to the performance or non-performance of any of the covenants herein contained and shall not be personally liable for any action or non-action taken in violation of any of the covenants herein contained.

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IN WITNESS WHEREOF, Harris Bank Roselle under Trust Agreement dated November 14, 1986 and known as Trust Number 12556, not personally but as Trustee as aforesaid, has caused these presents to be signed and its corporate seal to be hereunto affixed the day and year first above written.

**MORTGAGOR:**

Harris Bank Roselle, not personally but as Trustee under a Trust Agreement dated November 14, 1986, and known as Trust No. 12556.

By: Ruth J. Kraychok

Attest: [Signature]

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**EXCULPATORY CLAUSE**

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Bank Roselle while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Bank are nevertheless each and every one of them made and intended not as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Bank or for the purpose or with the intention of binding said Bank personally but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein; and this instrument is executed and delivered by said Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement; and that no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against the Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied; all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Bank is not the agent for the Beneficiary of its trust; and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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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 Ruth I. Mayerhofer of HARRIS BANK Roselle, and CARLA M. Johnson of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VP + TO and Asst. 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Asst. Secretary then and there acknowledged that She, as custodian of the Seal of said Company, did affix the seal to said instrument as her free and voluntary act and as the free and voluntary act of said Company as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 5th day of November, 19 92

My Commission Expires:

Joan F. Racine  
Notary Public



PREPARED BY AND RETURN TO: The First National Bank of Chicago  
Commercial Lending Department  
Attn: Joyce J. Judy  
111 East Busse Avenue  
Mount Prospect, IL 60056

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**BOX 333**



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## EXHIBIT A

### Legal Description

#### Parcel A:

THAT PART OF LOT 2 IN CROSS CREEK, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 86 DEGREES, 30 MINUTES, 38 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 339.53 FEET; THENCE NORTH 2 DEGREES, 21 MINUTES, 38 SECONDS WEST, A DISTANCE OF 449.13 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE NORTH 66 DEGREES, 30 MINUTES, 38 SECONDS EAST, A DISTANCE OF 359.53 FEET TO THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES, 11 MINUTES, 00 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 449.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

#### PARCEL B:

A PERPETUAL EASEMENT, APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A, AS CREATED BY GRANT RECORDED APRIL 2, 1982 AS DOCUMENT 26191087, FOR THE PURPOSE OF OPERATING, MAINTAINING, REPAIRING, AND REPLACING THE STORM SEWER, SANITARY SEWER, AND WATER LINES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO THE EXTENT NECESSARY FOR THE USE OF THE RIGHTS THEREIN GRANTED, OVER, UNDER, AND ACROSS THE FOLLOWING DESCRIBED LAND:

#### PARCEL 1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2 IN CROSS CREEK, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (HEREIN CALLED LOT 2); THENCE NORTH ALONG THE EAST RIGHT OF WAY OF PLUM GROVE ROAD, 20.0 FEET TO POINT ON THE SOUTHERLY LINE OF THE EXISTING EASEMENT AS RECORDED ON OCTOBER 7, 1980 AS DOCUMENT 25614176; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID EXISTING EASEMENT TO A POINT 80.0 FEET, MORE OR LESS, WEST OF THE WEST LINE OF PROPERTY 2 (HEREINAFTER DESCRIBED AND HEREINAFTER REFERRED TO AS PROPERTY 2); THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID EXISTING EASEMENT TO A POINT 10.0 FEET, MORE OR LESS, WEST OF THE WEST LINE OF PROPERTY 2; THENCE EAST ALONG THE SOUTHERLY LINE OF SAID EXISTING EASEMENT TO A POINT ON THE WEST LINE OF SAID PROPERTY 2; THENCE SOUTH 25.0 FEET ALONG SAID

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WEST LINE OF PROPERTY 2 TO THE SOUTHWEST CORNER OF PROPERTY 2; THENCE SOUTH 3 DEGREES, 29 MINUTES, 22 SECONDS EAST, A DISTANCE OF 65.00 FEET, TO THE SOUTHEAST CORNER OF PROPERTY 1; THENCE SOUTH 86 DEGREES, 30 MINUTES, 38 SECONDS WEST, A DISTANCE OF 630.00 FEET TO THE POINT OF BEGINNING;

**PARCEL 2A:**

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2; THENCE NORTH 86 DEGREES, 30 MINUTES, 38 SECONDS EAST, A DISTANCE OF 630.00 FEET; THENCE NORTH 3 DEGREES 29 MINUTES 22 SECONDS WEST, A DISTANCE OF 65.0 FEET TO THE SOUTHWEST CORNER OF PROPERTY 2, AND THE POINT OF BEGINNING OF PARCEL 2; THENCE NORTH ALONG THE WEST LINE OF PROPERTY 2, 25.0 FEET TO A POINT ON THE SOUTH LINE OF THE EXISTING EASEMENT AS RECORDED ON OCTOBER 7, 1980 AS DOCUMENT 25614177; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID EASEMENT TO A POINT ON THE WEST LINE OF PARCEL A; THENCE SOUTH ALONG SAID WEST LINE OF PARCEL A, 25.0 FEET TO THE SOUTHWEST CORNER OF PARCEL A; THENCE SOUTH 86 DEGREES, 30 MINUTES, 38 SECONDS WEST, A DISTANCE OF 320.0 FEET TO THE POINT OF BEGINNING;

**PARCEL 2B:**

BEGINNING AT THE NORTHEAST CORNER OF PROPERTY 2; THENCE WESTERLY ALONG THE NORTH LINE OF PROPERTY 2, A DISTANCE OF 10.0 FEET; THENCE SOUTHERLY ALONG A LINE PARALLEL TO AND 10.0 FEET WESTERLY OF THE EAST LINE OF PROPERTY 2; THENCE EASTERLY ALONG A LINE PARALLEL TO AND 10.0 FEET SOUTHERLY OF THE NORTH LINE OF PROPERTY 2 TO A POINT ON THE EAST LINE OF PROPERTY 2; THENCE NORTHERLY ALONG THE EAST LINE OF PROPERTY 2 A DISTANCE OF 10.0 FEET TO THE POINT OF BEGINNING.

Common Address

975 East Nerge Road, Roselle, IL 60172

Permanent Index Number

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EXHIBIT B

Scheduled Leases

Property of Cook County Clerk's Office

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Section 1

Section 2

Property of Cook County Clerk's Office

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