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RECORDATION REQUESTED BY:

Harris Bank St. Charles
One East Main Street
St. Charles, IL 60174

WHEN RECORDED MAIL TO:

Harris Bank St. Charles
One East Main Street
St. Charles, IL 60174



RECORDER'S RECORDING
DATE 07/02/11/10/02 15:29:00
FILE # *-92-871512
COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED NOVEMBER 10, 1992, between Barcrowe Corporation, whose address is 2350 Hassell Road, Hoffman Estates, IL 60172 (referred to below as "Grantor"); and Harris Bank St. Charles, whose address is One East Main Street, St. Charles, IL 60174 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

(SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION)

The Real Property or its address is commonly known as 2350 Hassell Road, Hoffman Estates, IL 60172. The Real Property tax identification number is 07-00-200-016.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means Barcrowe Corporation.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Harris Bank St. Charles, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated November 10, 1992, in the original principal amount of \$925,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9.750%.

Property. The word "Property" means the real property, and all improvements thereto, described above in the "Assignment" section.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, liens, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

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MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment shall be effective unless given in writing and signed by the party of parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of Illinois.

Multiple Parties. (Optional) All debtors of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every debtor. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not assign this Assignment to any third party without the prior written consent of Lender.

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(continued)

ASSIGNMENT OF RENTS

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(Continued)

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; how ever, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of the Assignment or liability under the indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactors. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Barcroe Corporation

By: Michael J. Crowe
Michael Crowe, PresidentBy: Frederick J. Barofsky
Frederick J. Barofsky, Vice PresidentBy: Bradd W. O'Brien
Bradd W. O'Brien, Vice PresidentBy: Judith Crowe
Judith Crowe, Vice President/Secretary-Treasurer**CORPORATE ACKNOWLEDGMENT**STATE OF Illinois)
COUNTY OF Kane)
IS

On this 7th day of November, 1992, before me, the undersigned Notary Public, personally appeared Michael Crowe, President; Frederick J. Barofsky, Vice President; Bradd W. O'Brien, Vice President; and Judith Crowe, Vice President/Secretary-Treasurer of Barcroe Corporation, and known to me to be authorized agents of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its By-laws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment on behalf of the corporation, and thereupon affixed my seal thereto in behalf of the corporation.

By: Michael J. Crowe
Notary Public in and for the State of IllinoisResiding at PO BOX 1000, BURNHILL
My commission expires NOVEMBER 25, 1996

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Property of Cook County Clerk's Office

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PARCEL 1:

THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 4 IN BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, BEING A SUBDIVISION OF SAID SECTION 6, ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 20, 1970 AS DOCUMENT NO. 21323708; THENCE SOUTH 35 DEGREES, 58 MINUTES, 55 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 365.76 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE OF LOT 4 AND THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES, 24 MINUTES, 22 SECONDS EAST, A DISTANCE OF 474 FEET ALONG A LINE, WHICH IF EXTENDED SOUTHEASTERLY WOULD INTERSECT THE SOUTH LINE OF SAID SECTION 6, AT A POINT WHICH IS 1,413.33 FEET, MEASURED ON SAID SOUTH LINE OF SECTION 6, WESTERLY OF THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 52 DEGREES, 35 MINUTES, 38 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 325 FEET; THENCE NORTH 37 DEGREES, 24 MINUTES, 22 SECONDS WEST AT RIGHT ANGLES TO LAST DESCRIBED LINE, A DISTANCE OF 418.79 FEET; THENCE NORTH 5 DEGREES, 25 MINUTES, 40 SECONDS WEST, A DISTANCE OF 88.16 FEET, MORE OR LESS, TO A POINT ON THE SOUTHEASTERLY BOUNDARY LINE OF SAID BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, WHICH POINT IS 279 FEET SOUTH 55 DEGREES, 35 MINUTES, 55 SECONDS WEST OF THE PLACE OF BEGINNING; THENCE NORTH 35 DEGREES, 35 MINUTES, 55 SECONDS EAST ALONG SAID SOUTHEASTERLY BOUNDARY LINE, A DISTANCE OF 279 FEET TO THE PLACE OF BEGINNING; EXCEPT THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST EASTERLY CORNER OF LOT 4 IN BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, BEING A SUBDIVISION OF SAID SECTION 6, ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 20, 1970 AS DOCUMENT NO. 21323708; THENCE SOUTH 35 DEGREES, 58 MINUTES, 55 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 4, A DISTANCE OF 365.76 FEET TO AN ANGLE POINT IN SAID EASTERLY LINE OF LOT 4 AND THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES, 24 MINUTES, 22 SECONDS EAST, A DISTANCE OF 474 FEET ALONG A LINE, WHICH IF EXTENDED SOUTHEASTERLY WOULD INTERSECT THE SOUTH LINE OF SAID SECTION 6, AT A POINT WHICH IS 1,413.33 FEET, MEASURED ON SAID SOUTH LINE OF SECTION 6, WESTERLY OF THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 52 DEGREES, 35 MINUTES, 38 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 149.10 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 84 DEGREES, 31 MINUTES WEST, 33.44 FEET; THENCE SOUTH 5 DEGREES, 29 MINUTES EAST, 20.53 FEET; THENCE NORTH 52 DEGREES, 35 MINUTES, 38 SECONDS EAST, 39.40 FEET TO THE PLACE OF BEGINNING.

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Exhibit "A" con't

PARCEL 2:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY TRUSTEES DEED FROM MICHIGAN AVENUE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 29, 1973 AND KNOWN AS TRUST NO. 2365 TO ELEANOR BANK, RECORDED FEBRUARY 13, 1975 AS DOCUMENT 22996764, IN AND TO THAT PARCEL OF LAND FOR PURPOSES OF INGRESS AND EGRESS LEGALLY DESCRIBED AS FOLLOWS: THAT PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY CORNER OF LOT 4 IN BARRINGTON SQUARE INDUSTRIAL CENTER UNIT ONE, BEING A SUBDIVISION OF SAID SECTION 6, ACCORDING TO PLAT THEREOF RECORDED NOVEMBER 20, 1970 AS DOCUMENT NO. 21323708; THENCE SOUTH 35 DEGREES, 58 MINUTES, 55 SECONDS WEST ALONG THE EASTERN LINE OF SAID LOT 4, A DISTANCE OF 365.76 FEET TO AN ANGLE POINT IN SAID EASTERN LINE OF LOT 4 AND THE POINT OF BEGINNING; THENCE SOUTH 37 DEGREES, 24 MINUTES, 22 SECONDS EAST, A DISTANCE OF 474 FEET ALONG A LINE, WHICH IF EXTENDED SOUTHEASTERLY WOULD INTERSECT THE SOUTH LINE OF SAID SECTION 6, AT A POINT WHICH IS 1,413.33 FEET, MEASURED ON SAID SOUTH LINE OF SECTION 6, WESTERLY OF THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 52 DEGREES, 35 MINUTES, 38 SECONDS WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 308.5 FEET FOR A PLACE OF BEGINNING, THENCE SOUTH 5 DEGREES, 25 MINUTES, 40 SECONDS EAST, 214.56 FEET TO THE NORTHERLY LINE OF HASSELL ROAD, THENCE SOUTH 84 DEGREES, 34 MINUTES, 20 SECONDS WEST ALONG SAID NORTHERLY LINE OF HASSELL ROAD, 35.0 FEET; THENCE NORTH 5 DEGREES, 25 MINUTES, 40 SECONDS WEST, 239.46 FEET; THENCE SOUTH 37 DEGREES, 24 MINUTES, 22 SECONDS EAST, 39.65 FEET TO AN IRON PIPE; THENCE NORTH 52 DEGREES, 35 MINUTES, 38 SECONDS EAST, 16.5 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.