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ASSIGNMENT OF RENTS AND OF LESSOR'S INTEREST IN LEASES

This Assignment of Rents is made as of this 31st day of December, 1991 by Lincoln Avenue Limited Partnership, an Illinois limited partnership ("Assignor").

WHEREAS, Assignor has executed that certain Secured Promissory Note (hereinafter referred to as the "Note") of even date herewith, payable to the order of Cahnman Family Trust General Partnership, an Illinois General partnership (hereinafter referred to as "Assignee") in the principal amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,00.00); and

WHEREAS, to secure the payment of the Note, Assignor has executed a Mortgage, Security Agreement and Assignment of Rents and leases (hereinafter collectively referred to as "Mortgage") and of even date herewith conveying to Assignee all of Borrower's interest in the real estate legally described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Premises"); and

WHEREAS, Assignor desires to further secure the payment of principal and interest due under the Note, the payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of this Assignment, the Note or the Mortgage and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained herein or in the Note and Mortgage (hereinafter collectively referred to as "Assignor's Obligations");

NOW, THEREFORE, for and in consideration of the foregoing, the sum of Ten and NO/100 Dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, and to secure the payment and performance of Assignor's Obligations, Assignor hereby assigns, transfers and grants unto Assignee all the rents, issues, security deposits and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use, sale or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all the said leases and agreements (hereinafter collectively referred to as "Leases") and security deposits, and all the avails thereof, to Assignee.

This Instrument was Prepared By:

Mitchell P. Kahn, Esq.
350 West Hubbard Street
Chicago, Illinois 60610

MADE BY
MICHAELE M. PERRY, Esq.
350 WEST HUBBARD ST. 3RD FLOOR
CHICAGO, IL 60610

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1. After an Event of Default (as defined below), Assignee shall have the right to rent, lease, or let all or any portion of said Premises to any party or parties at such price and upon such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues, deposits and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the Leases, written or verbal, or other tenancy existing or which may hereafter exist on said Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Assignee would have upon taking possession of the said Premises pursuant to the provisions hereinafter set forth.

2. Assignor without cost, liability or expense to Assignee, shall (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases of all or any part of the Premises, on the part of the landlord thereunder to be kept and performed, (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed, (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of the lessees thereunder, (iv) transfer and assign to Assignee upon request of Assignee, and lease or leases of all or any part of the Premises heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any and all instruments required to effectuate said assignment, (v) furnish Assignee, within ten (10) days after a request by Assignee so to do, a written statement containing the names of all lessees, terms of all Leases, including the spaces occupied, the rentals payable and security deposits, if any, paid thereunder, (vi) exercise within then (10) days of any demand therefor by Assignee any right to request from the lessee under any of the Leases of all or any part of the Premises a certificate with respect to the status thereof, and (vii) not, without Assignee's prior written consent, (a) execute an assignment or pledge of any rents of the Premises or of any of the Leases of all or any part of the Premises, except as security for the indebtedness secured hereby, and (b) accept any prepayment of any installment of any rents more than ninety (90) days before the due date of such installment, except that Assignor may permit or consent to any assignment or subletting or all or portion of the Premises as permitted by a lease approved by Assignee.

3. So long as there shall exist no default (after the expiration of all applicable notice and cure periods) by Assignor in the payment or in the performance of any Assignor's Obligations (an "Event of Default"), Assignor shall have the right to collect at the time of, but not more than thirty (30) days prior to, the dates provided for the payment thereof, all rents, security deposits, income and profits arising under the Leases and to

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retain, use and enjoy the same.

4. Upon or at any time after an Event of Default and without regard to the adequacy of any other security therefor or whether or not the entire principal sum secured hereby is declared to be immediately due, forthwith, upon demand of Assignee, Assignor shall surrender to Assignee and Assignee shall be entitled to take actual possession of Assignor's interest in the Premises, or any part thereof, personally or by its agent or attorneys, and Assignee in its discretion may enter upon and take and maintain possession of all or any part of Assignor's interest in said Premises, together with all documents, books, records, papers and accounts of Assignor or the then manager of the Premises relating thereto, and may exclude Assignor and its agents or servants, wholly therefrom and may, in its own name as Assignee and under the powers herein granted: (i) hold, operate, manage and control the Premises and conduct the business, if any, thereof, whether personally or by its agents, and with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues, and profits of the Premises including actions for recovery of rent, actions on forcible detainer and actions in distress for rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, (ii) cancel or terminate any of the Leases or any sublease for any cause or on any ground which would entitle Assignor to cancel the same, (iii) elect to disaffirm any other Leases or any sublease made subsequent to the Mortgage or subordinated to the lien thereof, (iv) extend or materially modify any of the then existing Leases and make new Leases, which extensions, modifications and new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the indebtedness hereunder and the issuance of a deed or deeds to purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien hereof and also shall be binding upon the purchaser and purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the mortgage indebtedness, satisfaction of any foreclosure, decree, or issuance of any certificate of sale or deed to any purchaser, (v) make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises as to Assignee may seem judicious, (vi) insure and reinsure the Premises and all risks incidental to Assignee's possession, operation, and management thereof, and (vii) receive all avails, rents issues and profits.

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5. Any avails, rents, issues and profits of the Premises received by Assignee pursuant hereto shall be applied in payment of or on account of the following, in such order as Assignee may determine: (i) to the payment of the operating expenses of the Premises, including reasonable compensation to Assignee or its agent or agents, if management of the Premises has been delegated to an agent to agents, and shall also include lease commissions and other reasonable and customary compensation and expenses of seeking procuring tenants and entering into leases and the payment of premiums on insurance hereinabove authorized, (ii) to the payment of taxes, special assessments and water taxes now due or which may hereafter become due with respect to the Premises, or which may become a lien prior to the lien of the Mortgage, (iii) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises, including the cost from time to time of installing or replacing personal property or fixtures reasonably necessary to the operation of the Premises, and of placing said property in such condition as will, the reasonable judgement of Assignee, make the Premises readily rentable, (iv) to the payment of any indebtedness secured hereby or any deficiency which may result from any foreclosure sale or (v) with respect to any overplus or remaining funds, to the Assignor, its successors, or assigns, as their rights may appear.

6. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises after default or from any other act or omission of Assignee in managing the Premises after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Nor shall the Assignee be obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge any obligation, duty or liability under said Leases or under or by reason of this Assignment and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under any of the Leases or under or by reason of this assignment and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. Should Assignee incur any such liability under the Lease, or under or by reason of its assignment or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and be immediately due and payable. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the carrying out of any of the terms and conditions of any of the Leases, nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by the tenants or any other parties or for any dangerous or defective conditions of the Premises, or for any negligence in the management, upkeep, repair

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or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein contained shall be construed as constituting the Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. Assignee shall act reasonably in the exercise of any right of approval or consents and of any remedies provided hereunder to Assignee.

7. Upon payment in full of the principal sum, interest and indebtedness secured hereby, this assignment shall become and be void and of no further effect but the affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing any part of said principal, interest or indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment and any person, may, and is hereby authorized to, rely thereon.

8. Assignor does hereby authorize and direct the lessee named in each of the Leases, and any other or future lessee or occupant of the Premises, upon receipt from Assignee of written notice with a copy to Assignee at the address set forth in the Mortgage to the effect that Assignee is then the holder of the Note and Mortgage and that an Event of Default exists thereunder or under this Assignment, to pay over to Assignee all rents, security deposits and other sums, if any, arising or occurring under said Lease and to continue to do so until otherwise notified by Assignee.

9. Assignee may take or release other security for the payment of said principal sum, interest and indebtedness; may release any party primarily or secondarily liable therefor; and may apply any other security held by it to the satisfaction of such principal sum, interest or indebtedness without prejudice to any of its rights under this Assignment.

10. The term "Leases" as used herein means each of the Leases hereby assigned and any extension or renewal thereof.

11. Nothing contained in this assignment and no act done or omitted by Assignee pursuant to the powers and rights created it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note or the Mortgage and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note and Mortgage. The right of Assignee to collect said principal sum, interest and indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to simultaneously with or subsequent to any action taken by it hereunder.

12. This document shall be construed and enforced according to the laws of the State of Illinois.

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IN WITNESS WHEREOF, the Assignor has caused these presents to be executed in its name on its and behalf as of the day and year first above written.

LINCOLN AVENUE LIMITED
PARTNERSHIP, an Illinois
limited partnership

By: TANDEM REALTY CORP., an
Illinois corporation, its
general partner

By:

Its:

Attest:

Its:

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Property of Cook County Clerk's Office

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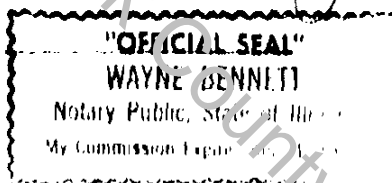
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Wayne Bennett, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Wayne Bennett personally known to me to be the Notary Public and Notary Public of Tandem Realty Corp., the general partner of Lincoln Avenue Partnership and the same persons whose names are subscribed to the foregoing Mortgage, Security Agreement and Assignment of Rents and Leases, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Mortgage, Security Agreement and Assignment of Rents and Leases as their free and voluntary act of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 31st day of December, 1991.

Wayne Bennett
Notary Public

My Commission Expires:



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EXHIBIT A

PARCEL 1

LOT 44 IN THE SUBDIVISION OF BLOCK 5 IN THE SUBDIVISION OF THAT PART LYING EAST OF LINCOLN AVENUE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2

LOTS 27, 28 AND 29 IN BLOCK 5 IN THE SUBDIVISION OF THAT PART LYING NORTHEAST OF LINCOLN AVENUE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS.

Proposed by [illegible] Cook County Clerk's Office
Adopted by [illegible] Cook County Clerk's Office
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