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## COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

This Assignment is made this 31st day of January, 1992 between MELROSE STREET SYNDICATE LIMITED PARTNERSHIP, an Illinois limited partnership, (hereinafter referred to as "Assignor") and NBD SKOKIE BANK, N.A., a national banking association, having an office at 8001 Lincoln Avenue, Skokie, Illinois 60077 (herein referred to as "Assignee").

### W I T N E S S :

WHEREAS, Assignor is indebted to Assignee in the principal amount of ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS together with interest thereon from and after the date hereof at the rates provided in the Mortgage Note ("Mortgage Note"), of even date herewith;

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage of even date herewith, to secure said Mortgage Note on certain real estate in the County of Cook, State of Illinois, legally described as:

Parcel 1: Lot 6 in Housel and Dickinson's Subdivision of part of Lot 27 in Pine Grove, in Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: The East 1/2 of Lot 3 and all of Lots 4 and 5 in Housel and Dickinson's Subdivision of part of Lot 27 in Pine Grove, in Section 21, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 439-445 West Melrose, Chicago, Illinois

P.I.N.: 14-21-314-016-0000, 14-21-314-017-0000,  
14-21-314-018-0000

including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessor) under certain oral or written Leases of all or part of the Mortgaged Premises involving the above described real property;

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

COOK COUNTY, ILLINOIS

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NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described Mortgage Note, all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction 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 Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such nominee as Assignee may designate in writing delivered to and received by such nominee as Assignee may designate in writing, delivered to and received by such Lessee who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

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 assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any Event of Default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage and this Assignment at any and all times hereafter, without notice to Assignor with full power to use and apply all the rents and other income herein assigned to the payment of the reasonable costs of managing and

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operating the Mortgaged Premises and of any indebtedness or liability of Assignor 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 on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Mortgage Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which may or might be incurred by it under said Leases 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 any of the Leases through the date the Assignor was in possession of the Mortgaged Premises or Assignee takes possession, whichever is later. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises by the Lessee under any of the Leases or by any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms and based upon Assignor's reasonable business judgment and provided same do not materially diminish the collateral assigned here-

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under. Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Mortgage Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall render such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Mortgage Note, or the aforesaid Mortgage or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under the Mortgage. Any Lessee of the Mortgaged Premises, or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's Event of Default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Mortgage Note, the aforesaid Mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's

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Event of Default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Mortgage Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

Notwithstanding anything to the contrary which may be contained herein or in any other Loan Document, Assignee for itself and its successors and assigns by accepting the Note and disbursing the proceeds of the Loan thereunder, acknowledges and agrees, that Assignor and its past, present and future partners, and their respective heirs, executors, successors, administrators and assigns shall not be personally liable hereunder for the payment of any amount which becomes payable pursuant to the Note or for the performance of any of Assignor's obligations under any of the Loan Documents and that they shall look solely to the Premises and to any other collateral heretofore, now and/or hereafter pledged by Assignor for the payment of all amounts which become payable pursuant to the Note or any other Loan Documents; provided, however, that nothing contained in this paragraph shall be construed to (i) limit or impair the enforcement of any holder's rights and remedies under the Note and the other Loan Documents against the Premises or any other security mortgaged, deeded and/or pledged pursuant thereto; (ii) limit or impair any Holder's rights pursuant to any personal Guaranty executed in connection with the Loan; or (iii) release Assignor or its past, present and/or future partners from any personal liability arising from costs or damages arising from Borrower's or its general partners' fraud or material misrepresentation in connection with the Loan; the commission by Assignor or Guarantors or their agents of any gross negligence or intentional acts causing waste to the Premises; or misapplication of insurance or condemnation proceeds received by Assignor or Guarantor or their agents or rental receipts and security deposits after an Event of Default under any of the Loan Documents.


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IN WITNESS WHEREOF, MELROSE STREET SYNDICATE LIMITED PARTNERSHIP, an Illinois limited partnership, by its general partners, NEIL, J. KOZOKOFF and EDWARD M. LUBELL, has caused these presents to be signed, all as and on the day, month, and year first above written.


MELROSE STREET SYNDICATE  
LIMITED PARTNERSHIP, an  
Illinois Limited Partnership

By:

  
NEIL J. KOZOKOFF

Its: GENERAL PARTNER

By:

  
EDWARD M. LUBELL

Its: GENERAL PARTNER

This instrument prepared by and mail to:  
Scott L. David  
Kamensky & Rubinstein  
7250 North Cicero Avenue  
Lincolnwood, Illinois 60646

BOX 333-

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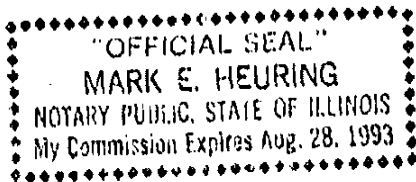
STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

I, Mark E. Heuring, a Notary Public, in and for said County in the State aforesaid, DO HEREBY CERTIFY that NEIL J. KOZOKOFF and EDWARD M. LUBELL, are the general partners of Melrose Street Syndicate Limited Partnership, an Illinois limited partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 3/5  
day of January, 1992 A.D.

Mark E. Heuring  
Notary Public

Commission expires 8/28, 19 93



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