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ASSIGNMENT OF LEASES

This Assignment of Leases (this "Assignment"), dated as of March 31, 1992, with respect to the real estate ("Real Estate") located in Cook County Illinois as more particularly described on Exhibit A attached hereto and made a part hereof, is made by NWS, Inc., an Illinois corporation ("Assignor") whose mailing address is 3247 S. Kedzie, Chicago, Illinois, 60623, in favor of American National Bank and Trust Company of Chicago, a national banking association (herein, together with its successors and assigns, including each and every holder from time to time of the Notes hereinafter referred to, called the "Assignee") whose mailing address is 33 North LaSalle Street, Chicago, Illinois 60690.

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated of even date herewith between Assignor and Assignee (the "Loan Agreement"), Assignee has agreed to make a certain term loan and a certain construction loan (collectively the "Loans") to Assignor; and

WHEREAS, the Loans are evidenced by promissory notes executed by Assignor in favor of Assignee; and

WHEREAS, Assignee, as a condition to making the Loans, has required, among other things, a Construction Mortgage, Assignment of Leases and Security Agreement dated of even date herewith ("Mortgage", with defined terms used but not otherwise defined herein being used with the same meanings as therein defined) on the Real Estate, (the Mortgage and all other documents evidencing or securing the Loans and Notes being hereinafter referred to collectively as the "Loan Documents"), and this Assignment as security for repayment of the Loans, the Notes, and for the performance by Assignor of each and every one of its obligations, covenants, promises and agreements set forth in the Loan Agreement, this Assignment and the other Loan Documents.

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

Paul Kelley
Lord, Bissell & Brook
115 S. LaSalle Street, Suite 3400
Chicago, Illinois 60603

P.I.N. #'s: 16-36-200-031-0000
16-36-200-033-0000
16-36-200-035-0000
16-36-201-010-0000
16-36-201-008-0000
(Includes other
property)

Common Address: 2550 W. 35th Street
Chicago, IL 60632

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13-48-716 P-2 Blanks

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2017-01-18

Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
111 N. WASHINGTON ST. CHICAGO, IL 60602
TEL: (773) 399-3000 FAX: (773) 399-3001
WWW.COOKCOUNTYCLERK.COM

2017-01-18

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NOW THEREFORE, FOR VALUE RECEIVED, and in consideration of the foregoing premises and Ten Dollars (\$10.00) in hand paid by Assignee to Assignor, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, transfer, assign and set over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the Real Estate and (ii) in and to all leases, whether written or oral, which may now or hereafter exist for all or any part of the Real Estate (hereinafter collectively called the "Leases").

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING,
IT IS AGREED AS FOLLOWS:

1) Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the Leases and in and to the right to the use and possession of the Real Estate, including any and all of the rents, issues, profits, payments and avails now due or which may hereafter become due under and by virtue of any Leases whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Real Estate which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Real Estate or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Real Estate for the purpose of securing (hereinafter collectively referred to as the "Indebtedness Secured Hereby"): (i) payment of the Loans and all indebtedness under the Loan Agreement, including the principal and interest thereon according to the Notes, and any extensions, substitutions, replacements and renewals thereof, in whole or in part; (ii) payment of all other sums which may be at any time due or owing or required to be paid by the Assignor as provided in the Loan Documents or this Agreement; and (iii) the performance and discharge of each and every term, provision, condition, obligation, covenant and agreement hereunder or under the Loan Documents (whether or not Assignor is personally liable for such performance).

2) Assignor represents, warrants, and agrees that: (i) it has good right to sell, assign, transfer, set over, grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred with respect to the Real Estate; (ii) it will punctually observe and perform all of the obligations imposed upon the landlord under any Leases and not do or permit to be done anything which would impair the security thereof; (iii) the Leases are not in default; (iv) it has not previously sold, assigned, transferred, mortgaged, or pledged the

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Leases; (v) it will not assign any Leases or rents thereunder to anyone other than the Assignee, excepting that certain Assignment of Rents and Leases in favor of INB National Bank, as agent for itself and Bank One, Indianapolis, N.A., which at all times shall remain subject and subordinate to this Assignment; (vi) it has not, and will not accept rent in advance or any discounting thereof under any Leases, excepting rents for current months, which may be paid one month in advance; and (vii) it will not enter into any Leases, alter, modify, change, supplement or amend the terms of any Leases or surrender or accept surrender, or terminate or cancel any Leases without the prior written consent of the Assignee.

3) Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Real Estate, including, without limitation, specific assignments of any and all Leases or agreements relating to the use or occupancy of the Real Estate or any part thereof now or hereafter in effect and not specifically defined herein as a Lease, as may be necessary or desirable, in the opinion of Assignee.

4) This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Loan Agreement, the Notes or the other Loan Documents.

5) The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority Assignee has been granted hereunder; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under said Leases or any other agreement with respect to the Real Estate.

6) The Assignee shall be accountable only for such monies as it actually receives under the terms hereof.

7) Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8) It is understood that the assignment of said Leases and of the rents, issues and profits therefrom is an absolute assignment which is effective as of the date hereof and, upon

demand by Assignee to the lessee under any said Leases or to any person liable for any of the rents, issues, profits and other payments of and from the Real Estate or any part thereof, such lessee or person liable for any of such rents, issues, payments and profits shall, and is hereby authorized and directed by Assignor, to pay to or upon the order of Assignee all rents then owing or thereafter accruing, or other payments required to be made, under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay rents, issues, profits or other payments in connection with the Real Estate. So long as there shall exist no defaults by Assignor in the payment of any Indebtedness Hereby Secured, or in the performance of any obligation, covenant or agreement hereunder or under the Loan Agreement or the other Loan Documents, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the rents, issues, payments and profits from said Leases but shall permit the Assignor to collect, but not prior to accrual, all such rents, issues, payments and profits from the Real Estate and the said Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section 8, all lessees under said Leases and all other persons liable for rents, issues, payments and profits of and from the Real Estate shall comply with any demand for rents made by Assignee pursuant to the provisions of this Assignment without inquiring or investigating whether or not the same is made in compliance with this Section 8. The sole signature of, and demand by, the Assignee shall be sufficient direction to any tenant or occupant of the Real Estate to make future rental payments to Assignee without the necessity for further consent by, or notice to, Assignee. Checks for all or any part of the rentals or other payments collected under this Assignment shall be drawn to the exclusive order of the Assignee.

9) Upon or at any time after default in the payment of any Indebtedness Hereby Secured or in the performance of any term, provision, condition, obligation, covenant or agreement herein or contained in the Loan Agreement or the other Loan Documents, and after the expiration of any cure periods, if any, applicable to any such default, Assignee shall have, at its option and without further notice, the complete right, power, and authority to exercise and enforce any or all of the following rights and remedies at any time:

- (a) terminate the right granted to Assignor herein to collect the rents, issues, and profits from the Leases without taking possession, and to demand, collect, receive, sue for, attack and levy against the rents, issues, and profits in Assignee's own name or in the name of Assignor; and to give proper receipts, releases, and acquittances therefor;

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- (b) declare all the Indebtedness Hereby Secured immediately due and payable and, at Assignee's option, exercise all or any of the rights and remedies contained in the Notes, the Loan Agreement and the other Loan Documents, it being intended that any default in the performance or fulfillment of any obligation, term, covenant, representation, or warranty herein shall be an "Event of Default" under the Notes, the Loan Agreement and the other Loan Documents;
- (c) either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Real Estate and each and every part and parcel thereof; and in connection therewith, in its own name or the name of Assignor, the Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Real Estate, employ contractors, subcontractors and workmen in and about the Real Estate, obtain and evict tenants, sue for or otherwise collect or reserve any and all rents, issues, payments and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Real Estate for the protection thereof or the enforcement of Assignee's rights hereunder or under the Loan Agreement or the Loan Documents; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so much additional Indebtedness Hereby Secured.

Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any Indebtedness Hereby Secured in such order and manner as Assignee may determine. The entering upon and taking possession of the Real Estate, the collection of rents, issues, payments and profits, and exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Loan Agreement or the Loan Documents.

10) The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the said Leases. This Assignment shall not: (i) operate to place upon Assignee

responsibility for the control, care, management or repair of the Real Estate or the carrying out of any of the terms and conditions of the said Leases; or (ii) operate to make the Assignee responsible or liable for any waste committed on the Real Estate by a Lessee or any other party, or for any dangerous or defective condition of the Real Estate, or for any negligence in the management, upkeep, repair or control of the Real Estate resulting in loss or injury or death of any tenant, licensee, invitee, employee or stranger.

11) Assignee shall have the right and option in its sole discretion (but under no circumstances shall it be required or obligated), if any set of circumstances exist, which Assignee determines would materially impair the value of any of the Leases as collateral, to take in its name or in the name of Assignor such action as Assignee may determine to be necessary to cure any default of Assignor under any of the Leases, whether or not any applicable cure or grace period thereunder has expired. Assignor hereby constitutes and appoints Assignee its true and lawful attorney, coupled with an interest of Assignor, so that in the name, place, and stead of Assignor, Assignee may exercise Assignee's rights and privileges under any Leases affecting the Real Estate. This appointment is to be irrevocable and continuing, and these rights, powers, and privileges shall be exclusive in Assignee, its successors, and assigns as long as any part of the Indebtedness Secured Hereby shall remain unpaid.

12) The Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under said Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, loss or damage under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Assignee therefor immediately upon demand. Upon Assignor's failure to reimburse Assignee, Assignee may declare and all Indebtedness Hereby Secured, shall become immediately due and payable.

13) The Assignee has not received nor has there been transferred to Assignee the security deposits of any tenant and the Assignee assumes no responsibility or liability for any such security deposits.

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14) Assignor shall cause this Assignment to be served upon each lessee under said Leases or Assignee may serve the same and, at Assignor's sole cost and expense, cause this Assignment to be recorded and filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Real Estate.

15) This Assignment applies to, inures to the benefit of and binds all parties hereto, their successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below and its successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every owner and holder of the Notes from time to time, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee.

16) The law of the State of Illinois shall govern the performance and enforcement of this Assignment.

17) Upon payment in full of all Indebtedness Hereby Secured, this Assignment shall be automatically terminated and of no further effect.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day, month, and year first above written.

NWS, Inc., an Illinois corporation

By: 

Its: President

ATTEST:

By: 

Its: Asst. Secy

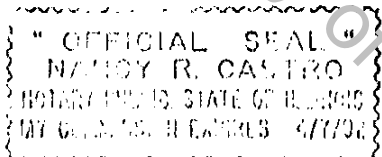
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, NANCY R. CASTRO, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES E. LA CROSSE and JOHN P. STEPHENS personally known to me to be the PRESIDENT and ASST. SECY respectively, of NWS, Inc., an Illinois corporation, 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 corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 31st day of March, 1992.



Nancy R. Castro
Notary Public

My commission expires:

Notary Public of Cook County Clerk's Office

1992 APR 30 AM 11:02

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EXHIBIT ALegal Description

PARCEL 1:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF LOT 1 IN CAMPBELL SOUP COMPANY'S (CENTRAL DIVISION) SUBDIVISION THEREIN ACCORDING TO THE PLAT THEREOF RECORDED MAY 23, 1990 AS DOCUMENT NUMBER 10667452, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 35TH STREET IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, 33 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SECTION 36, WITH THE WEST LINE OF SOUTH CAMPBELL AVENUE IN SAID CITY, AS DEDICATED SEPTEMBER 1, 1904 (NOW VACATED), PRODUCED NORTH, THENCE WEST ON AN ASSIGNED AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS ALONG THE NORTH LINE OF SAID 35TH STREET, 526.77 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 439.60 FEET TO A POINT ON THE EASTERLY EXTENSION OF THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL FOR A POINT OF BEGINNING; THENCE CONTINUING ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 386.74 FEET; THENCE ON AN AZIMUTH OF 23 DEGREES 21 MINUTES 52 SECONDS, 33.73 FEET; THENCE ON AN AZIMUTH OF 67 DEGREES 28 MINUTES 17 SECONDS, 83.74 FEET; THENCE ON AN AZIMUTH OF 339 DEGREES 14 MINUTES 27 SECONDS, 46.06 FEET; THENCE ON AN AZIMUTH OF 68 DEGREES 15 MINUTES 58 SECONDS, 43.44 FEET; THENCE NORTHEASTERLY ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, RADIUS 295.11 FEET, CENTRAL ANGLE 18 DEGREES 28 MINUTES 35 SECONDS, 95.17 FEET; THENCE ON AN AZIMUTH OF 49 DEGREES 47 MINUTES 23 SECONDS, 33.91 FEET; THENCE ON AN AZIMUTH OF 36 DEGREES 15 MINUTES 07 SECONDS, 275.76 FEET TO THE SOUTHERLY LINE OF THE CANAL RESERVE OF THE ILLINOIS AND MICHIGAN CANAL; THENCE ON AN AZIMUTH OF 248 DEGREES 27 MINUTES 00 SECONDS ALONG SAID SOUTHERLY LINE, 976.31 FEET TO THE NORTHEAST CORNER OF LOT 4 IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 26, ACCORDING TO THE PLAT THEREOF RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716; THENCE SOUTH THROUGH THE FOLLOWING TEN COURSES ALONG THE EAST LINES OF SAID CAMPBELL SOUP COMPANY'S SUBDIVISION; THENCE ON AN AZIMUTH OF 214 DEGREES 13 MINUTES 38 SECONDS, 165.36 FEET; THENCE ON AN AZIMUTH OF 179 DEGREES 59 MINUTES 58 SECONDS, 311.98 FEET; THENCE ON AN AZIMUTH OF 89 DEGREES 56 MINUTES 10 SECONDS, 18.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 94.00 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 00 MINUTES 00 SECONDS, 23.00 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 106.00 FEET; THENCE ON AN AZIMUTH OF 236 DEGREES 06 MINUTES 50 SECONDS, 49.39 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 127.65 FEET; THENCE ON AN AZIMUTH OF 270 DEGREES 00 MINUTES 00 SECONDS, 3.95 FEET; THENCE ON AN AZIMUTH OF 180 DEGREES 00 MINUTES 00 SECONDS, 125.00 FEET

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TO THE NORTH LINE OF WEST 35TH STREET AFORESAID; THENCE EAST ALONG SAID NORTH LINE, 227.45 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 140.24 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 13.84 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 261.47 FEET; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS, 4.40 FEET; THENCE ON AN AZIMUTH OF 00 DEGREES 01 MINUTES 00 SECONDS, 38.00 FEET TO THE CENTERLINE OF A 24" CONCRETE FOUNDATION WALL; THENCE ON AN AZIMUTH OF 90 DEGREES 01 MINUTES 00 SECONDS ALONG SAID CENTERLINE AND FOUNDATION WALL, AND SAID CENTERLINE EXTENDED EAST, 354.30 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOTS TWO (2) AND FOUR (4) IN CAMPBELL SOUP COMPANY'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED JULY 24, 1957 AS DOCUMENT NUMBER 16966716.

P.I.N. #: 16-36-200-031-0000 (Includes other property)
16-36-200-033-0000
16-36-200-035-0000
16-36-201-010-0000
16-36-201-008-0000

Common Address: 2550 W. 35th Street
Chicago, IL 60623

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