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COLLATERAL ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made as of this 12th day of April, 1993, by and between Hawthorne Partners, an Illinois General Partnership, currently located at 2309 South Cicero Avenue, Cicero, Illinois 60650, as Assignor to FIRST NATIONAL BANK OF CICERO, a national Banking Association, having its principal place of business in Cicero, Illinois, as Assignee;

WITNESSETH THAT:

WHEREAS, Assignor, to evidence and secure a loan indebtedness has made and delivered to Assignee an Application for Irrevocable Standby Letter of Credit and a Secured Installment Note of even date herewith (said note, all renewals, modifications and/or extensions thereof, and any additional notes hereinafter collectively referred to as the "Note") in the principal amount of Four Hunfred Ninety Thousand Dollars, (\$490,000.00) payable as in the note provided, with interest as therein expressed, and has executed and delivered concurrently a Mortgage (it being agreed that "Mortgage" as hereinafter used also shall be construed to mean Mortgage or "bead of Trust" or "Trust Deed" or Deed to Secure Debt" if the context to requires) bearing the aforesaid date to secure said Note on certain real estate in the County of Cook, State of Illinois, more particularly described as follows:

See Exhibit "A" attached hereto and by express reference made a part hereof.

including the improvement; now or hereafter thereon and the easements, rights and appurtenances thereunto belonging, all of which with said real estate being hereinafter called the "mortgaged premises"; and

WHEREAS, Assignee has required the assignment hereinafter made as a condition to making the above loan;

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and cellurer unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said note and the mortgage and any and all amerdments, extensions and renewals thereof, all leases affecting the nortgaged premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment, and all amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "leases," and oil rents and 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 complete transfer of all lease, 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, 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.

THIS INSTRUMENT WAS PREPARED BY:

RETURN TO:

RONALD J. FARMER
VICE PRESIDENT
FIRST NATIONAL BANK OF CICERO
6000 West Cermak Road
Cicero, IL. 60650
(708) 780-4903

PINNACLE BANK GROUP, INC.
ATTN: LOAN OPERATIONS DEPT.
C/O BANK OF LAGRANGE PARK
545 SHERWOOD
LAGRANGE PARK, IL 60525
OR
RECORDER'S BOX #284

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Property of Cook County Clerk's Office

Assignor hereby appoints Assignee 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 discretion 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 herein assigned. 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 lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

Assigne 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 effect the cure of any default on the part of Assignor as lessor in any of the lesses; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers hereit granted at any and all times hereafter, without notice to Assignor with full power to use and apply all of the rents and other inclus herein assigned to the payment of the costs of managing and 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 some rentable, attorney fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on said 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 the Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged coligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the leases. further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the mortgaged premises, or parts thereof, upon Assignee, nor chill it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the leases, or for any waste of the mortgaged premises by the lessee under any of the leases or any other party, or for any dangerous or defective condition of the mortyaged premises or for any negligence in the management, upkeep, repair or control of said premises resulting in 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.

Property or Cook County Clerk's Office

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 promissory 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 a default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement of Assignor contained herein, or in said note or the mortgage, or in any of the leases, 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 premiser 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 immediatery upon default in payment of any indebtedness secured hereby or in the performance of any other obligation, covenant or agreement of Assignor contained in said note or the mortgage, or in this Assignment, or in any of the leases; and, upon written notice of Assignor's default at any time hereafter given by Assignee to any lessee by mailing same by United States registered mail, postage prepaid, 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 linectly to Assignee in the same manner as it the above license had not been given, without prosecution of any legal or equitable remedies inder 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 by such lessee of notice of Assignor's default shall constitute a full acquittance to lessee therefor.

Any liability or obligation of Hawthorne Partners, an Illinois general partnership ("Hawthorne Partners"), hereunder shall be limited to the partnership assets of hawthorne Partners and no partner of said partnership shall be individually or personally liable for any claim arising from or related hereto, except to the extent of the liability of each partner under its respective guarantees. A deficit capital account of any partner of said partnership shall not be deemed an asset or property of Hawthorne Partners.

IN WITNESS WHEREOF, Assignor has executed these present; as of the day and year first above written.

HAWTHORNE PARTNERS, An Illinois General Partnership

DLS, INC., An Illinois Corporation, Partner

∠ By: Donald L. Shoemaker President

CICERO/CERMAK CORPORATION, An Illinois Corporation, Partner

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STATE OF ILLINOIS)

ss:

COUNTY OF COOK

in the State aforesaid, DO HEREBY CERTIFY, that Densid County, in the State aforesaid, DO HEREBY CERTIFY, that Densid Chereby Merical and Mercay Aliaber of said Partnership who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Partner and Partner, 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 Partnership for the uses and purposes therein set forth; and the said Officers of the Corporate Partners then and there acknowledged that (s)he, as custodian of the corporate seal of each said Partner (each an Illinois Corporation), did affix the corporate seal of each said Partner to said instrument as (his) (her) con free and voluntary act and as the free and voluntary act of said Partner of Partnership, as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of April, 1993.

Notary Public

OFFICIAL SEAL"

ELEANORE HOSSEINI-TABRIZI

NOTARY PUBLIC, STATE OF ILLINOIS

My Commission Expires July 31, 1995

THIS INSTRUMENT WAS PRIPARED BY:

RONALD J. FARMER
VICE PRESIDENT
FIRST NATIONAL BANK OF CICERO
6000 West Cermak Road
Cicero, IL. 60650
(708) 780-4903

RETURN TO:

PINNACLE BANC GROUP, INC.
ATTN: LOAN OPERATIONS DEPT.
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545 SHERWOOD
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OR
PECORDER'S BOX #284

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EXHIBIT "A"

This Exhibit "A" is attached to and made an integral part of that certain Mortgage dated April 12, 1993 and to that certain Collateral Assignment of Leases and Rents dated April 12, 1993 by and between Hawthorne Partners, an Illinois General Partnership, currently located at 2309 S. Cicero, Illinois, 60650 ("Assignor" or "Mortgagor") and First National Bank of Cicero, a National Banking Association, ("Assignee" or "Mortgagee") granted as security for and collateral for that certain even dated Application for Irrevocable Standby Letter of Credit and that certain even dated Note by and between the aforesaid parties hereto as hereinbefore stated in the original principal sum of \$490,000.00.

The land referred to in this Mortgage or in this Collateral Assignment of Leases and Rents is described as follows:

Parcel 1:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 1/3 East of the Third Principal Meridian, described as follows:

Commencing at tre point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Road (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1653.68 fact to the point of beginning of the tract herein described; thence North 1/2 segrees 57 minutes 59 seconds East, 28.28 feet; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 130.00 feet; thence South 45 degrees 02 minutes 01 seconds East 37.48 feet to the point of intersection with a line drawn 176.50 feet East (as measured perpendicularly) of and parallel with the East line of South Cicero Avenue, aforesaid; thence South 0 degrees 02 minutes 01 seconds East, along said parallel line, 235.60 feet; thence South 89 degrees 57 minutes 59 seconds West, 176.50 feet to the point of intersection with the aforesaid East line of South Cicero Avenue; thence North 0 degrees 02 minutes 01 seconds West along said East line, 242.10 feet to the hereinabove described point of beginning, in Cook County, Illinois.

Parcel 2:

That part of the West 1/2 of the Northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the point of intersection of the East line of South Cicero Avenue (being a line 33.00 feet East of and parallel with the West line of said Northwest 1/4) and the South line of Cermak Roa1 (being a line 75.00 feet South of and parallel with the North line of said Northwest 1/4); thence South 0 degrees 02 minutes 01 seconds East, along said East line of South Cicero Avenue, 1895.78 feet to the point of beginning of the tract herein described; thence North 89 degrees 57 minutes 59 seconds East, along a line drawn perpendicular to the East line of Cicero Avenue, 176.50 feet to the point of intersection with a line drawn 176.50 feet East (as measured perpendicularly) of and parallel with the East line of South Cicaro Avenue, aforesaid; thence South 0 degrees 02 minutes 01 seconds East, along said parallel line, 244.72 feet to the point of intersection with the Northerly line of a parcel of land conveyed to Manufacturers' Junction Railway Company by deed recorded November 5, 1964, as Document No. 19294211; thence along the Northerly, Westerly and Southerly boundary lines of said parcel conveyed by deed recorded as Document No. 10294211, said boundary lines being more particularly described as follows: beginning at the Northeast corner of said parcel; thence South 80 degrees 51 minutes 57 seconds West along the Northerly line of said parcel a distance of 136.89 feet; thence South 0 degrees 02 minutes 45 seconds East along the Westerly line of said parcel a distance of 58.14 feet; thence South 55 degrees 37 minutes 34 seconds East along the Southerly line of said parcel a distance of 4.00 feet; thence North 68 degrees 47 minutes 36 seconds East along the Southerly line of said parcel a distance of 137.44 feet; thence continuing North 71 degrees 41 minutes 52 seconds East along the Southerly line of said parcel a distance of 75.25 feet; thence South 18 degrees 18 minutes 08 seconds East along a line in said

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EXHIBIT A - LEGAL CONTINUED

parcel a distance of 6.09 feet to a corner in said parcel as conveyed by deed recorded as Document No. 19294211, said corner being in the Southeasterly line of a parcel of land conveyed to Western Electric Company Incorporated by deed recorded May 25, 1955 as Document No. 16247423; thence South 66 degrees 55 minutes 49 seconds West along the Southeasterly line of said parcel as conveyed by deed recorded as Document No. 16246423, a distance of 134.22 feet to a corner in said parcel; thence South 0 degrees 02 minutes 01 seconds East along a line in said parcel, being a line parallel with the East line of South Cicero Avenue, a distance of 16.18 feet to a point in the Northwesterly line of Ogden Avenue per ordinance adopted September 8, 1888, said point being 125.43 feet (as measured along said Northwesterly line of Ogden Avenue) East of the East line of South Cicero Avenue; thence South 77 degrees 49 minutes 49 seconds West along said Northwesterly line of Ogden Avenue a distance of 85.43 feet to a point, said point being 40.00 feet (as measured along said Northwesterly line) East of the East line of South Cicero Avenue; thence Northwesterly 57.60 feet along the arc of a circle concave to the Northeast having a radius of 32.31 feet, tangent to the last described line and whose chord of 50.27 feet bears North 51 degrees 06 minutes 06 seconds West to its point of tangency with the East line of South Cicero Avenue; at a point 40.00 feet North of said Northwesterly line of Ogden Avenue; thence North 0 degrees 02 minutes 01 seconds West along said East line of South Cicero Avenue, 314.41 feet to the hereinabove designated point of beginning, in Cook County, Illinois.

Parcel 3:

Easement for the benefit of Parcels 1 and 2 (taken as a tract) for pedestrian and vehicular access from Cicero Avenue, as created by the Access Easement Agreement dated January 18, 1990 and recorded January 24, 1990 as Document No. 90-039,220 made by and between C.M. Complex Joint Venture and American National Bank and Trust Company of Chicago, Trust No. 67628, over the premises described in Exhibit F to the Agreement.

Parcel 4:

Easements for the benefit of Parcels 1 and 2 (taken as a tract) for water lines, as created by the Water Line Easement Agreement and Consents dated September 30, 1989 and recorded November 9, 1989 as Document No. 89-534,482 made by and between American National Bank and Trust Company of Chicago, Trust No. 102624-00, and said Bank, Trust No. 67618, and the First Amendment to Water Line Easement Agreement recorded January 22, 1990 as Document No. 90-032,066 by said Bank, Trust Nos. 102624-00 and 67628, over certain premises lying Northerly of Parcels 1 and 2 (taken as a tract) as more particularly described in and depicted on the Exhibits thereto.

Parcel 5:

Easements for the benefit of Parcels 1 and 2 (taken as a tract) for (i) using a then existing combined sanitary and storm sewer line (fre CM line) as described therein, as created by the Sewer Line Easement Agreement and Consents dated May 31, 1989 and recorded September 25, 1989 at Document No. 89-451,762 made by and between American National Bank and Trust Company of Chicago, Trust No. 67628, and said Bank, Trust No. 102624-00, Cour certain premises lying Easterly of Parcels 1 and 2 as more particularly described in Exhibit 3 and depicted on Exhibit 4 to said Declaration; and (ii) using a then existing sanitary sewer line (Service Line Easement No. 6) as described therein, as created by the Declaration of Reallocated Sewer Line Responsibilities and Establishment of Additional Sewer Line Easements by said Bank, Trust No. 67628, recorded January 22, 1990 as Document No. 90-032,065.

Permanent Index Numbers:

16-27-100-026 Volume: 043 (Affects part of Parcel 1 and other property not now in question)

16-27-100-008
(Affects Parcel 2 and other property not now in question and the remainder of Parcel 1)

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DEFT-01 RECURDING 16/23/93 COOK COUNTY RECORDER