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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment"), is made as of this 16th day of July, 1993, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under Trust Agreement dated May 22, 1991, and known as Trust No. 113913-07 (the "Trustee"), FAI II, INC., an Illinois corporation ("FAI") and ROB ROY COMMERCIAL JOINT VENTURE LIMITED PARTNERSHIP, an Illinois limited partnership ("Rob Roy") (FAI and Rob Roy are collectively referred to as "Beneficiary," and Trustee and Beneficiary are individually and collectively referred to as "Assignor"), with and in favor of LASALLE NATIONAL BANK, a national banking association ("Assignee").

DEPT OF RECORDING \$41.00
 T42002 TRAN 2602 07/16/93 15:27:00
 #3116 # *-93-551298
 COOK COUNTY RECORDER

RECITALS

A. Assignor has executed and delivered to Assignee a Note of even date herewith (the "Note"), in the principal sum of FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000). The Note is secured by a Mortgage (the "Mortgage") on certain property (the "Property") in Bensenville, Illinois legally described on Exhibit A attached hereto and made a part hereof, and by certain Additional Collateral as defined and described in the Note and Mortgage (the Note, Mortgage, Loan Agreement and Additional Collateral and all other documents and instruments executed and delivered in connection with the loan evidenced by the Note are sometimes collectively referred to herein as the "Loan Documents").

B. Assignee requires this Assignment (which is one of the Additional Collateral documents described in the Loan Agreement) as further security for the loan which Assignee is making pursuant to the Loan Agreement.

AGREEMENTS

NOW THEREFORE, in order to secure the payment of the principal and interest on the Note and to secure the performance and observance by Assignor of each and every term, covenant, agreement and condition contained herein, in the Note and in the other Loan Documents, and in consideration of the agreement by Assignee to extend the loan to or for the benefit of the Assignor, Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in, to and under any and all leases (or extensions or renewals thereof) between the Assignor (or its predecessor) as lessor, and the lessee named in any of said leases (hereinafter called "Lessee"), demising and leasing all or portions of the Property (said leases, including those described in Exhibit B attached hereto, are hereinafter referred to individually and collectively as the "Leases"), together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto Assignee, and together with all rights against guarantors, if any, of Lessee's obligations under the Leases.

1. Assignor does hereby empower Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as Assignor might have pursued but for this Assignment.

4/10/93

RETURN TO: BOX 15
 N24-21603-14 N.H.L.

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2. Trustee represents and Beneficiary represents and warrants that the Leases, if any, are in full force and effect, that it has not heretofore assigned or pledged the same or any interest therein, and, to the best of Assignor's knowledge, no default exists on the part of the Lessee, or Assignor as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Leases contained; that no rent has been paid by the Lessee for more than one installment in advance, and that the payment of none of the rents to accrue under the Leases have been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor; that no security deposit has been made by Lessee under the Leases, except as disclosed in writing by Assignor to Assignee.

3. Assignor agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder;

(b) that if the Leases provide for the abatement of rent during repair of the demised premises by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Assignee;

(c) not to terminate or modify or amend the Leases or any of the terms thereof in any material respect or any respect which affects the rent, term or permitted use thereunder, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of Assignee and that any such attempted termination, modification or amendment of the Leases without such written consent shall be null and void;

(d) not to collect any of the rent, income and profits arising or accruing under the Leases more than one month in advance of the time when the same become due under the terms thereof;

(e) not to discount any future accruing rents;

(f) not to execute any other assignments of the Leases or any interest therein or any of the rents thereunder, except to the First Mortgagee (as hereinafter defined);

(g) to perform all of Assignor's covenants and agreements as lessor under the Leases and not to suffer or permit to occur any release of liability of the Lessee, or any right to the Lessee to withhold payment of rent; and to give prompt notices to Assignee of any notice of default on the part of Assignor with respect to the Leases received from the Lessee thereunder, and to furnish Assignee with complete copies of said notices;

(h) if so requested by Assignee, to enforce the Leases and all remedies available to Assignor against the Lessee, in case of default under the Leases by the Lessee;

(i) that none of the rights or remedies of Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment;

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(j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the land conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(k) not to alter, modify or change the terms of any guarantees of the Leases or cancel or terminate such guarantees without the prior written consent of Assignee;

(l) not to consent to any assignments of the Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of Assignee; and

(m) not to request, consent to, agree to or accept a subordination of the Leases to any mortgage or other encumbrance now or hereafter affecting the Property.

An action taken by Assignor in violation of the foregoing agreements shall be void ab initio.

4. This Assignment is given as additional security for the payment of the Note held by Assignor, and all other sums secured by the Mortgage. The security of this Assignment is and shall be primary and on a parity with the Property conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the Property and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

6. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor, except for the gross negligence and willful misconduct of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify, defend, protect and hold forever free and harmless the Assignee of, from and against any and all liability, loss, cost, expense or damage which it may or might incur under the Leases or under or by reason of this Assignment and of, from and against any and all claims, suits, judgments 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 the Leases, except such liability, loss, cost, expense, damage, claim, suit, judgment and demand arising out of the gross negligence or willful misconduct of Assignee.

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Should Assignee incur any such liability, loss, cost, expense or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims, suits, judgments or demands, the amount thereof, including costs, expenses and reasonable outside attorneys' fees and expenses, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand.

7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall occur under the terms and provisions of this Assignment or of the Note, Mortgage or any of the other Loan Documents. Upon the occurrence of an Event of Default, Assignee shall be entitled, upon notice to the Lessee, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction and full authority to the Lessee to pay all such amounts to Assignee without proof of the default relied upon. The Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of Lessee's undertakings under the Leases and shall have no right or duty to inquire as to whether any default under the Mortgage or the Loan Documents has actually occurred or is then existing.

8. Each of the following shall constitute an Event of Default under this Assignment:

(a) If an Event of Default shall be declared or occur under or as defined in any of the terms and provisions of any of the Note, Mortgage or any of the other Loan Documents or any document or instrument (other than this Assignment) securing the indebtedness secured hereby.

(b) If default shall be made in the due and punctual performance of any other term, covenant, provision, agreement, condition or obligation herein contained which is not included in the Note, Mortgage or any of the other Loan Documents or any document or instrument (other than this Assignment) securing the indebtedness secured hereby, and with respect to a non-monetary default, the failure to cure such default within 20 days after service of written notice thereof or, where Assignee's security is not impaired by such non-monetary default and if such non-monetary default cannot reasonably be cured within said 20-day period, the failure to commence curing said default within said 20-day period, to proceed with such cure thereafter in a reasonably diligent manner, and to complete such cure within 60 days after service of such written notice.

9. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.

10. This Assignment shall include any extensions and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions and renewals.

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11. This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee," and "Lessee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

12. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to its successors and assigns, including all holders, from time to time, of said note or notes.

13. All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third business day after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested, or (iii) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

In the case of Assignor, to:

FAI II, Inc.
1156 West Shure Drive
Arlington Heights, Illinois 60004
Attention: Ronald J. Benarin

with a copy to:

Sonnenschein, Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606
Attention: Valerie Haugh

In the case of Assignee, to:

LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attention: Ronny Ziebart

with a copy to:

Bell, Boyd & Lloyd
Three First National Plaza
Suite 3200
Chicago, Illinois 60602
Attention: Terrence E. Budny

or to such other address(es) or addressee(s) as any party entitled to receive notice hereunder shall designate to the others in the manner provided herein for the service of notices. Rejection or refusal to accept or inability to deliver because of changed address or because no notice of changed address was given, shall be deemed receipt.

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14. Initially capitalized terms used herein and not otherwise defined have the meanings given them in the Note and Mortgage.

15. Trustee and Beneficiary shall be jointly and severally liable hereunder.

16. Whenever consent is required hereunder, Assignor and Assignee hereby agree that such consent shall not be unreasonably withheld or delayed in each instance.

17. This Assignment is executed by American National Bank and Trust Company of Chicago, in its capacity as Trustee aforesaid, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. All covenants, agreements and conditions to be performed by American National Bank and Trust Company of Chicago as Trustee hereunder are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against American National Bank and Trust Company of Chicago, personally, by reason of any of such covenants, agreements, representations or warranties contained herein; but nothing herein contained shall be deemed a release or impairment of the indebtedness evidenced hereby or incurred pursuant hereto, nor prejudice the rights of Assignee from exercising any of its rights or remedies hereunder or under any or all of the Loan Documents, or from securing a deficiency or personal judgment against any subsequent owner of the Property who assumes the indebtedness evidenced hereby or incurred pursuant hereto; and nothing herein contained shall release, waive, modify or discharge the liability and responsibility of Beneficiary or of any Guarantor or any other persons or entities in respect hereof.

18. Notwithstanding any provision contained herein, the parties acknowledge that the Property is encumbered by a first mortgage (the "First Mortgage") from Mortgagor to American National Insurance Company (the "First Mortgagee") securing a loan from First Mortgagee to Mortgagor in the principal sum of \$5,000,000.00. This First Mortgage creates a first and prior interest in the Leases and other collateral described in this Assignment in favor of the First Mortgagee. Subordination of this Assignment to the First Mortgage is further evidenced by a Subordination Agreement between Mortgagee and First Mortgagee.

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IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date first above written.

ASSIGNOR

Trustee:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, as Trustee aforesaid

By: [Signature]
Its 2ND VP

Attest: [Signature]
Its ASST SECRETARY

FAI II, INC.,
an Illinois corporation

By: [Signature]
Its Vice President

Attest: _____
Its _____

ROB ROY COMMERCIAL JOINT VENTURE LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: FAI II, INC.,
an Illinois corporation,
its general partner

By: [Signature]
Its: Vice President

Attest: _____
Its _____

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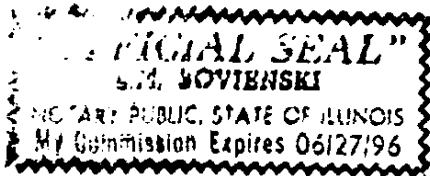
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that E. JOHANSKY and Gregory S. Kasprzyk, President of American National Bank and Trust Company of Chicago and Secretary of said Bank, respectively who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Secretary, 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that as custodian of the corporate seal of said bank, (s)he did affix the corporate seal of said Bank to said instrument as his(her) own free and voluntary act and as the free and voluntary act of said Bank, as Trustee and aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of July, 1993.

E. J. Sovienski
Notary Public

My Commission Expires:



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

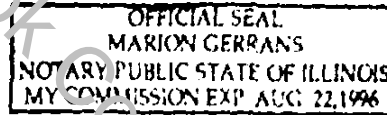
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that _____ and _____, duly authorized signatories of FAI II, Inc., an Illinois corporation, on its own behalf and as the general partner of Rob Roy Commercial Joint Venture Limited Partnership, an Illinois limited partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such duly authorized signatories of said corporation appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, as the free and voluntary act of said corporation, and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15 day of July, 1993.

Marion Gerrans
Notary Public

My Commission Expires:

8/22/96



This instrument was prepared by and after recording please return to:

Kathryn A. Finn
Bell, Boyd & Lloyd
Three First National Plaza
Suite 3200
Chicago, Illinois 60602

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EXHIBIT A - LEGAL DESCRIPTION

PARCEL 1:

Lot 1 in Hawthorne Center for Industry, being a subdivision of part of the Northwest Fractional Quarter of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded April 11, 1974 as Document Number 22682660, in Cook County, Illinois.

PARCEL 2:

Non-exclusive Easements for the benefit of Parcel 1, as created by Maintenance Agreement and Grant of Easements dated December 21, 1978 recorded December 26, 1978 as Document Number 24778114, over, across and upon Lot 5 in Hawthorn Center for Industry, being a subdivision of part of the Northwest Quarter of Section 19, Township 40 North, Range 12 East of the Third Principal Meridian, according to the plat thereof recorded April 11, 1974 as Document Number 22682660, all in Cook County, Illinois.

Permanent Index Number: 12-19-100-089 Volume: 64 PARCEL 1
12-19-100-013 Volume 64 PARCEL 2

1010-1050 SESAME STREET, BENSenville, ILLINOIS



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~~EXHIBIT B~~

LEASES

1. Lease dated January 25, 1990 by and among American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreements dated June 8, 1988, and known as Trust No. 105666-02 and Spectrum Limited Partnership, an Illinois limited partnership, collectively as Landlord, and Houston Foods Co., an Illinois corporation, as Tenant as assigned and amended.

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Property of Cook County Clerk's Office

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