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ASSIGNMENT OF LEASES, RENTS AND PROFITS

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS ("Assignment") is made as of the 30th day of August by Boulevard Bank, not personally nor individually, but solely as Trustee (the "Trustee") under that certain Trust Agreement dated November 26, 1986, and known as Trust Number 8709 (the "Trust") and Pasquale Gianni and Rosa Gianni. ("Gianni"), (the Trustee and Gianni are sometimes collectively referred to as the "Assignor") to Pioneer Bank and Trust Company.

Handwritten signature/initials

M I N N E S S O T A

WHEREAS, Assignee has agreed, on certain conditions, to loan to Assignor the principal sum of \$250,000, which loan is evidenced by that certain Mortgage Note (the "Mortgage Note") of even date herewith made by Trustee to Assignee in the principal sum of \$250,000, which Mortgage Note is secured, in part, by that certain Real Estate Mortgage ("Mortgage") of even date herewith made by Trustee to Assignee, and the other Loan Documents, as defined in the Mortgage (the Mortgage Note, the Mortgage and the other Loan Documents are hereinafter collectively referred to as the "Loan Documents"); and

WHEREAS, Gianni, is the holder of one hundred percent (100%) of the beneficial interest and power of direction in the Trust; and

WHEREAS, to further secure payment of the Mortgage Note, and the performance of all other obligations of Assignor under the

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loan Documents or any other instrument or document entered into pursuant thereto, Assignor desires to make this assignment of leases, rents and profits to Assignee.

1. Assignment of Collateral. Assignor, in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, assigns, transfers and sets over to Assignee, its successors and assigns, the following (collectively the "Collateral"):

A. All right, title, interest and estate of Assignor, as landlord or lessor, in, to and under all of the lease and/or sublease agreements, licenses and other agreements for occupancy of the hereinafter described Premises, which cover, relate to, or affect all or any portion of the land described in Exhibit A attached hereto and made a part hereof by reference, and/or all or any portion of the improvements, fixtures, equipment or machinery now or hereafter attached to or located thereon (collectively, the "Premises"), whether such lease and/or sublease agreements, licenses and occupancy agreements now exist or are hereafter entered into by Assignor, together with all extensions, renewals and/or modifications of, or substitutions for, such lease and/or sublease agreements, licenses and other occupancy agreements (collectively, the "Leases");

B. All rents, rentals, fees, profits, payments and other sums of money that may now be or at any time hereafter become due and payable to Assignor, or any of them, under the terms of the leases;

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C. All security deposits (subject to the rights of the tenants therein) now or hereafter made under, and all guarantees of, any and all of the Leases;

D. Any award or payment hereafter made to Assignor in any bankruptcy, insolvency or reorganization proceeding involving any tenant or occupant of the Premises;

E. Any and all payments now or hereafter made by any present or future tenant or occupant of the Premises in lieu of rent; and

F. Any and all rights, claims, actions and causes of action of every kind which Assignor now has or may hereafter have against any present or future tenant or occupant of the Premises.

This Assignment is an absolute present transfer and assignment to Assignee of the Collateral and is made by Assignor as security for the payment in full of certain indebtedness evidenced by the Mortgage Note; and any and all other indebtedness, obligations and liabilities of Assignor to Assignee, whether now existing or hereafter arising, due or to become due, direct, indirect or contingent; and as security for all costs, expenses and charges, legal or otherwise, including attorney's fees paid or incurred by Assignee, in realizing upon or protecting this Assignment or the indebtedness under the Mortgage Note secured hereby (the "Borrower's Liabilities").

2. Representations and Warranties of Assignor. Assignor hereby warrants and represents to Assignee that there are no prior or subordinate assignments of the Leases or of the rents, rentals, fees, profits, payments or other sums of money that are

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now or may hereafter become due and payable thereunder; no other act has been performed, nor has there been any other instrument executed which might prevent Assignee from enjoying and exercising any of its rights and privileges granted hereby.

3. Negative Covenants. Assignor agrees that, so long as the Borrower's liabilities or any part thereof shall remain unpaid, Assignor will make no further assignment, pledge or disposition of the Collateral without the prior written consent of Assignee; will not alter, amend, modify, terminate or renew any lease, or waive any condition thereof, without the prior written consent of Assignee; will provide prompt notice to Assignee of any default by Assignor or any lessee under any Lease, together with a complete copy of any notice delivered as a result of such default; and at the sole cost and expense of Assignor, will enforce the performance or observance of each and every covenant and condition of any Lease to be performed or observed by any lessee in every lawful manner, provided that in no event shall Assignor terminate any Lease without prior written consent of Assignee. Assignor hereby covenants to observe and perform when due all of the obligations imposed upon it as the lessor under any Lease and not to do or permit to be done anything to impair the security thereof. Assignee may, at its option, although it shall not be obligated to do so, perform any lease covenant for and on behalf of Assignor, and any monies expended in so doing shall be chargeable with interest at the Mortgage Rate (as defined in the Mortgage) to Assignor and added to the Borrower's liabilities.

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4. Collection of Rents and Profits. Although it is the intention of the parties that this Assignment of Leases, Rents and Profits shall be a present assignment, provided Assignor: (i) is not in default under this Assignment or any other Loan Documents, (ii) has not breached any warranty, representation or agreement contained herein, or in any Loan Documents, and (iii) there exists no material misrepresentation in this Assignment or in any other Loan Documents; then, Assignor shall be entitled to collect all rents, rentals, fees, profits, payments and other sums of money that become due and payable under any lease of all or any portion of the Premises, but not more than one (1) month in advance, without the written consent of assignee. In the event of any default, breach or misrepresentation by Assignor, and the expiration of applicable grace periods, if any, Assignee shall have the right, power and privilege (but shall be under no duty) to take possession of the leased premises described in any lease of all or any portion of the Premises, or any part thereof, including any documents, books, records, plans and specifications and accounts of Assignor related thereto, and have, hold, manage, lease, insure and operate (including the making of repairs, alterations, additions and betterments) the same on such terms and for such period of time as Assignee may deem proper, and either with or without taking possession of said premises, Assignee shall have the right, power and privilege (but shall be under no duty), and is hereby appointed by Assignor as its true and lawful attorney-in-fact, with power of substitution, immediately to collect and sue for, in its own name, or in the

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name of Assignor, such rents, rentals, fees, payments and/or other sums of money as they become due. A written demand by Assignee to any lessee for the payment of rent, rentals, fees, profits, payments and other sums of money that may become due under any lease of all or any portion of the Premises, after the occurrence of any default, breach or misrepresentation by Assignor claimed by Assignee, shall be sufficient to warrant such lessee to make all future payments of such rents, rentals, fees, payments and other sums of money directly to Assignee without the necessity for further consent by Assignor. Each such lessee shall be entitled to rely upon a written demand by Assignee for such payment (without any further inquiry) and is expressly relieved of any and all duty, liability or obligation to Assignor for all payments so made.

5. Application of Rents and Profits Collected by Assignee.

Assignee, in the exercise of the rights and powers conferred upon it by this Assignment, shall have full power to use and apply the rents, rentals, fees, payments and other sums of money that become due under any lease of all or any portion of the Premises to the payment of, or on account of, the following, and in such order as Assignee, in its sole discretion, may determine: (a) to the costs of collecting the same (including, without limitation, attorneys' fees); (b) to the payment of the operating expenses of the Premises, including, but not limited to, insurance, management fees and leasing commissions; (c) to the payment of taxes and assessments (general and/or special) levied against the Premises; (d) to the payment of the cost of all

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repairs, renovations, alterations, additions, betterments and improvements necessary, in the sole judgment of Assignee, to make the Premises readily or more easily rentable; and (a) to the payment of the Borrower's Liabilities.

6. Exculation and Indemnification of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let or operate the premises described in the Leases after default by Assignor, or from any other act or omission of Assignee in managing the leased premises described in any lease of all or any portion of the Premises after default by Assignor, unless such loss is caused by the willful misconduct or bad faith of Assignee, nor shall Assignee be obligated to perform or discharge any obligation, duty or liability under said Leases, or under or by reason of this Assignment. Assignor shall and hereby agrees to indemnify Assignee for, and to hold Assignee harmless from and against, any and all liability, claim, demand, loss or damage that may or might be incurred by Assignee under any lease of all or any portion of the Premises or under or by reason of this Assignment and/or from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in any lease of all or any portion of the Premises, such indemnification to include Assignee's reasonable attorney's fees. In the event Assignee incurs any such liability under any lease of all or any portion of the Premises, or under or by reason of this Assignment, or in defense of any such claims

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or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and Assignor shall reimburse Assignee therefore immediately upon demand, failing which Assignee may, at its option, declare all sums secured hereby or by any other Loan Document to be immediately due and payable. This Assignment shall not operate to place responsibility upon Assignee for the control, care, management or repair of the leased premises covered by any lease of all or any portion of the Premises, nor for the carrying out of any of the terms and conditions of any lease of all or any portion of the Premises, nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by the tenants or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

7. Assignee Not Mortgagee in Possession. This Assignment shall not be construed as constituting Assignee as "mortgagee in possession" of the Premises in the absence of the taking of actual possession of the Premises. In the exercise of any of the powers herein granted Assignee, no liability or claim of any kind relating to or resulting from the exercise of any of such powers shall be asserted or enforced against Assignee, all such liabilities and claims being expressly waived and released by Assignor.

8. Nonwaiver and Partial Releases. Nothing contained herein and no act done or omitted by Assignee pursuant to the

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powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any other Loan Document, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any other Loan Document. The right of Assignee to collect all sums due under the Mortgage Note and to enforce the terms of any other Loan Document may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Mortgage Note or any other Loan Document, or at law or in equity. Any default hereunder by Assignor shall constitute a default under the Mortgage Note and under each of the other Loan Documents, in which event, Assignee, at its option, may declare all sums secured hereby or by any other Loan Document to be immediately due and payable. Waiver of or acquiescence by Assignee in any default by Assignor, or failure of Assignee to insist upon strict performance by Assignor of any warranties, representations or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

Assignee may take or release other security, may release any party primarily or secondarily liable for the Borrower's liabilities, may grant extensions, renewals, or indulgences with respect to the Borrower's liabilities, and may apply the other security therefore held by it to the satisfaction of the

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Borrower's liabilities, without prejudice to any of its rights hereunder.

This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change, waiver or discharge is sought.

9. Notice to Tenant. Assignor hereby authorizes Assignee to give written notice of this Assignment at any time and from time to time to any present or future tenant of the Premises.

10. Information. Assignor shall furnish to Assignee, within thirty (30) days after a request by Assignee to do so, a written statement containing the names of all lessees or occupants of the Premises, the terms of their respective leases or tenancies, the spaces occupied or leased, and the rents paid. If any such leases provide for the giving by the lessee of certificates to the status of such leases, Assignor shall exercise its right to request such certificates within five (5) days of any demand therefore by Assignee.

11. Severability. If any term of this Agreement, or the application thereof to any person or circumstances, shall, to any extent, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

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12. Notice. All notices or other communications required or permitted hereunder shall be in writing, signed by an officer of the party giving notice, and shall be deemed to have been given upon deposit in the United States mail, registered or certified, with postage prepaid, addressed as follows:

(A) If to Assignor, at: Gianni, Inc., 4615 West Roosevelt Road, Cicero, Illinois 60652,

(B) If to Assignee, at: Pioneer Bank and Trust Company, Attention: William Andrzejcik, 4000 West North Avenue, Chicago, Illinois 60639,

or such other address as either party may designate for itself by notice given to the other party from time to time in accordance with the provisions hereof.

13. Release of Assignment. Upon the full payment of the Borrower's Liabilities and the performance by Assignor of all obligations under the Loan Documents, and upon release of the Mortgage of record, this Assignment shall become null and void.

14. Governing Law. This Assignment shall be governed in all respects by the laws of the State of Illinois and shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Instrument or has caused the same to be executed by its representatives thereunto duly authorized.

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ATTEST:

TRUSTEE

BOULEVARD BANK NATIONAL ASSOCIATION

By:

By:

Tts:

Ass't. Vice President

Tts:

Ass't. Vice President

Pasquale Gianni
Pasquale Gianni

Rosa Gianni
Rosa Gianni

This Instrument was prepared by and when recorded should be mailed to:

Lewis F. Matuszewich
Matuszewich, Foley & Monks
150 North Michigan Avenue
Chicago, Illinois 60601

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public, in and for said County and State, DOES HEREBY CERTIFY that LOUISE HILDEBRAND, the Ass't Vice President of Boulevard Bank, not personally or individually but solely as Trustee under that certain Trust Agreement dated November 26, 1986 and known as Trust No. 8709, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act and as the free and voluntary act of said bank, not personally, but as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal this 15th day of September, 1993.

"OFFICIAL SEAL"
Nancy Lopez
Notary Public, State of Illinois
My Commission Expires 5/21/97

Nancy Lopez
Notary Public

My Commission Expires: 5-21-97

BOX 300

and made a part hereof.

See Trustee's rider attached hereto and made a part hereof.

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Property of COOK COUNTY

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS
DATED 8/30/93 UNDER TRUST NO. 8709

See Trustee's rider attached hereto a

This ASSIGNMENT OF RENTS is executed by BOULEVARD BANK NATIONAL ASSOCIATION, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by BOULEVARD BANK NATIONAL ASSOCIATION, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that BOULEVARD BANK NATIONAL ASSOCIATION, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

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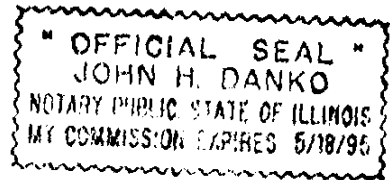
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The undersigned, a Notary Public, in and for said County and State, DOES HEREBY CERTIFY that Pasquale Gianni and Rosa Gianni, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of AUGUST, 1993.

John H. Danko
Notary Public

My Commission Expires: 5/18/95



Property of Cook County Clerk's Office

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EXHIBIT "A"

Legal Description of
4615 West Roosevelt Road, Cicero, Illinois *60630*

The West 5 feet of Lot 9 and all of Lots 9 through 18 both inclusive in Adam Schaaf South Subdivision of the Northeast 1/4 of the Northwest 1/4 of the Northwest 1/4 of Section 22, Township 39 North, Range 13, East of the Third Principal Meridian (except the east 33 feet thereof) in Cook County, Illinois.

PIN # 16-22-101-007-0000
16-22-101-008-0000
16-22-101-009-0000
16-22-101-010-0000
16-22-101-011-0000
16-22-101-012-0000
16-22-101-013-0000
16-22-101-014-0000
16-22-101-015-0000

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