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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (the "Assignment") is made as of September 16th 1993, by LASALLE NATIONAL TRUST, N.A., successor trustee to LaSalle National Bank, not personally but solely as trustee under Trust Agreement dated December 24, 1986 and known as Trust No. 111862, whose address is 135 South LaSalle, Chicago, Illinois 60690 (herein, whether one or more, "Assignor" and if more than one, jointly and severally), to The Independent Order of Foresters, its successors and assigns, 789 Don Mills Road, Don Mills, Ontario, Canada M3C 1T9 ("Assignee");

W I T N E S S E T H:

WHEREAS, contemporaneously and of even date herewith, Assignor executed and delivered to Assignee that one certain promissory note (the "Note"), in the principal sum of \$3,650,000, payable to the order of Assignee and secured by that one certain Mortgage, Security Agreement, Financing Statement and Assignment of Rents (the "Mortgage"), dated of even date herewith, from Assignor to Assignee, covering certain real property in Cook County, Illinois, more fully described upon Exhibit "A" attached hereto and incorporated herein by reference which, along with the improvements constructed or to be constructed thereon, shall hereinafter be referred to collectively as the "Mortgaged Property";

WHEREAS, the Mortgaged Property is and, from time to time, may be leased, in whole or in part, to certain third parties; and

WHEREAS, the parties hereto wish to provide additional security for Assignor's repayment of the obligation evidenced by the Note;

NOW, THEREFORE, for and in consideration of the loan made to Assignor by Assignee and for other good and valuable consideration, the parties do hereby agree as follows:

ARTICLE I: ASSIGNMENT

1.1. Assignor does hereby grant, transfer and assign unto Assignee the following:

- (a) All present and future leases, written or oral, and all agreements for the use or occupancy of any

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portion of the Mortgaged Property, and any renewals, extensions or substitutions of said leases and agreements and any and all further leases or agreements, including subleases thereunder, upon or covering the use or occupancy of all or part of the Mortgaged Property, all of such leases, agreements, subleases and tenancies, whether now or in the future existing, being hereinafter collectively referred to as the "Leases";

(b) Any and all guaranties of payment or performance by lessees under any of the Leases; and

(c) The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or hereafter become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property, or any part thereof, including without limitation, minimum rents, additional rents, percentage rents, common area maintenance charges, parking charges (including monthly rental or parking spaces), tax and insurance premium contributions, and liquidated damages following default, premiums payable by any lessee upon the exercise of any cancellation privilege provided for in any of the Leases, and all proceeds payable under any policy of insurance covering the loss of rent resulting from untenability caused by destruction or damage of the Mortgaged Property, together with any and all rights and claims of any kind which Assignor may have against any lessee under the Leases or against any subtenants or occupants of the Mortgaged Property, all such monies, rights and claims in this paragraph described being hereinafter referred as the "Rents".

1.2. Assignor hereby authorizes and directs the lessees and tenants of the Mortgaged Property that, upon written notice from Assignee, all Rents shall be made directly to Assignee as they become due. Assignor hereby relieves the lessees and tenants from any liability to Assignor by reason of such payments being made to Assignee. This is intended as, and is, a present assignment; PROVIDED, HOWEVER, that Assignee hereby grants to Assignor a license to collect and receive all Rents. Such license shall be revocable by notice from Assignee to Assignor at any time after the occurrence of a "Default" (as defined in the Mortgage). Notification may be given to lessees and tenants at

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any time during which a Default is continuing. Such notice shall become effective one (1) day after being deposited in the United States mail, certified or registered, postage prepaid, addressed to Assignor at its address in Section 5.4 and to lessees at their respective addresses at the Mortgaged Property.

1.3. This Assignment is made to secure the payment of any and all indebtedness, incurred under the Note, together with interest as provided therein, and all other amounts due thereunder and under all documents securing the Note. Any default under this Assignment shall constitute a default under each of the other documents evidencing or securing the Note.

ARTICLE II: REPRESENTATIONS AND WARRANTIES

To induce Assignee to loan funds evidenced by the Note, Assignor hereby represents and warrants to Assignee that:

2.1. Assignor has good title to the Leases and Rents hereby assigned and good right to assign the same, and that no other person, corporation or entity has any right, title or interest therein;

2.2. Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the existing Leases on Assignor's part to be kept, observed and performed up to the date hereof;

2.3. Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due;

2.4. Any rents due for occupancy for any period subsequent to the date hereof have not been collected for more than one (1) month in advance of accrual and payment of any Rents has not otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised;

2.5. Assignor has not received any funds or deposits from any lessee in excess of one month's rent for which credit has not already been made on account of accrued Rents; and

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2.6. No lessee under any existing Lease is in default of any of the terms thereof.

ARTICLE III: ASSIGNOR'S COVENANTS

So long as this assignment remains in effect, Assignor covenants and agrees that (unless Assignee shall otherwise consent in writing):

3.1. Assignor shall observe, perform and discharge all obligations, covenants and warranties of lessor provided for under the terms of the Leases, and shall give prompt notice to Assignee in the event that Assignor fails to observe, perform and discharge such obligations, covenants and warranties;

3.2. Assignor shall appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with, the Leases or the obligations, duties or liabilities of Assignor and any lessee thereunder, and, upon request by Assignee, shall do so in the name and on behalf of Assignee but at the expense of Assignor, and Assignor shall pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any action or proceeding in which Assignee may appear;

3.3. Assignor shall not receive or collect any Rents from any of the Leases for a period of more than one (1) month in advance;

3.4. Assignor shall not pledge, transfer, assign, mortgage, encumber or allow to be encumbered any Leases or future payments of the Rents;

3.5. Except in the ordinary course of business, Assignor shall not waive, discount, set-off, compromise, or in any manner release or discharge any lessee of any part of the Mortgaged Property, of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay rent in the manner and at the place and time specified in any Lease;

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3.6. Except in the ordinary course of business, Assignor shall not terminate or consent to any surrender of any Lease, or modify or in any way alter the terms thereof, without the prior written consent of Assignee, and shall use all reasonable efforts to maintain each of the Leases in full force and effect during the term of the Mortgage;

3.7. Assignor shall not subordinate any Lease to any mortgage (other than to the Mortgage) or other encumbrance, or permit, consent or agree to such subordination;

3.8. At the request of Assignee, Assignor shall assign and transfer to Assignee any and all subsequent Leases and execute and deliver all such further assurances and assignments as Assignee shall from time to time require;

3.9. Assignor covenants to hold all Rents collected or received by it in trust for the use and benefit of Assignee; and

3.10. In the case of residential Leases, Assignor shall not modify the form of Lease submitted to Assignee.

ARTICLE IV: ASSIGNEE'S RIGHTS

Upon or at any time after the occurrence of a Default, Assignee, at its option and without notice or regard to the adequacy of the security for the indebtedness secured hereby, shall have the right, power and authority to exercise and enforce any or all of the following rights and remedies:

4.1. To terminate the license granted to Assignor in Section 1.2 hereof to collect the Rents, as aforesaid, and, without taking possession, in Assignee's own name, demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor and after deducting all necessary and reasonable expenses of collection, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness evidenced by the Note in such order as Assignee may determine;

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4.2. To declare all sums secured hereby immediately due and payable and, at its option, exercise all of the rights and remedies provided for in the Note, the Deed of Trust, the terms of this Assignment or any other instrument or document evidencing or securing the Note;

4.3. Without regard to the adequacy of the security for the repayment of the Note, with or without any action or proceeding, through any person or by any agent, or by the trustee(s) under the Mortgage, or by a receiver to be appointed by court, and irrespective of Assignor's possession, to enter upon (but such entry is not a condition to the effectiveness of this Assignment), take possession of, manage and operate the Mortgaged Property, or take part thereof, make, modify, enforce, cancel or accept the surrender of any Lease, remove or evict any lessee, increase or reduce rents, decorate, clean and make repairs, and otherwise do any act or incur any costs or expenses that Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession of the Mortgaged Property, and in such event to apply any funds so collected to the operation and management of the Mortgaged Property, but in such order as Assignee shall deem proper, and including payment of reasonable management, brokerage and attorneys' fees, payment of any indebtedness evidenced by the Note, and the maintenance, without interest thereon, of a reserve or replacement fund.

The collection of the Rents and application thereof and/or the entry upon and taking of possession of the Mortgaged Property as contemplated in this Article shall not cure or waive any default (except to the extent so cured), waive, modify or affect any notice of default under the Note or this Assignment or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that its collection of the Rents may have cured for a time the original default. If, after exercising rights under this Article, Assignee shall thereafter elect to discontinue the exercise of such right or remedy, the same or any other right or remedy under this Article may be reasserted at any time and from time to time following any subsequent default.

None of the rights or remedies of Assignee under the Note or the Mortgage shall be delayed or in any way prejudiced by

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virtue of this Assignment, and this Assignment is intended to be cumulative of and in addition to all other rights, remedies and securities granted to Assignee.

ARTICLE V: MISCELLANEOUS

5.1. This Assignment shall further secure any extensions, renewals and increases of the Note and any note or notes supplemental thereto and shall remain in effect as long as any part of the indebtedness evidenced by the Note or any extensions, renewals, increases or supplemental notes remain unpaid, and upon payment in full of such indebtedness, this Assignment shall become and be void and of no effect and Assignee shall execute such releases hereof as Assignor shall request.

5.2. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Property, or any part thereof, after default or from any other act or omission of Assignee in managing the Mortgaged Property, or any part thereof. 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 Assignee for, and to hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under 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 the Leases. Should Assignee incur any such liability under the Leases or under or by reason of this Assignment or in 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 Assignee therefor immediately upon demand, and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby and evidenced or secured by the Note and Deed of Trust immediately due and payable. It is further understood that this assignment shall not operate to constitute Assignee as mortgagee in possession of the Mortgaged Property, place responsibility for the control, care, management or repair of the Mortgaged Property upon Assignee, or for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged

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Property by the lessees or any other parties, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property, resulting in loss, injury or death to any lessee, licensee, employee or stranger.

5.3. This Assignment shall be governed by and be construed under the laws of the State of Illinois.

5.4. Except for notices pursuant to Section 1.2 hereof, all notices, requests, demands or other communications hereunder shall be in writing and shall be addressed, if to Assignor or Assignee, to the party to be notified at the address set forth in the preamble hereof; or to such other address as either party may designate in writing, and to tenants, to their respective addresses at the Mortgaged Property. All notices under this Section 5.4 shall be effective: (a) three (3) days after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; (b) upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express; except that notices of change of address shall be effective ten (10) days after the effective date of all other notices hereunder.

5.5. For the purpose of curing any default under any of the Leases, Assignee may, but shall not be obligated to, do any act, pay any sum or execute any document in the name of Assignor or as Assignor's attorney-in-fact, as well as in Assignee's own name, as Assignee in Assignee's discretion may determine. Assignor hereby irrevocably appoints Assignee as Assignor's true and lawful attorney-in-fact, in Assignor's name or otherwise, to do and perform all acts, pay any sum and/or execute any and all documents that may, in the opinion of Assignee, be necessary or desirable to cure any such default or preserve any right of Assignor under any of the Leases, to preserve any rights of Assignor whatsoever or to protect Assignee's security interest. This appointment is coupled with an interest, is irrevocable, and shall not terminate until Assignor has performed all of its obligations, including the payment of all sums due to Assignee secured hereby.

5.6. All of Assignor's right, title and interest assigned hereunder may be reassigned by Assignee and any subsequent

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Assignee, and the term "Assignee" as used herein includes any subsequent Assignee.

5.7 It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the trustee or for the purpose or with the intention of binding said trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein, and this instrument is executed and delivered by said trustee not in its own right, but solely in the exercise of the powers conferred upon it as such trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against said trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first written above.

LaSALLE NATIONAL TRUST, N.A., as
successor trustee as aforesaid.

and not personally

Attest:

Nancy A. Stack
Assistant Secretary

By:

Its: *[Signature]*
SR VICE PRESIDENT

PREPARED BY AND AFTER
RECORDING RETURN TO:

DONALD A. ROBINSON
ROSENTHAL AND SCHANFIELD
55 EAST MONROE STREET
46TH FLOOR
CHICAGO, ILLINOIS 60603

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Box 333

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Assignment of Leases and Rents

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JOINDER

The undersigned being the owner of One Hundred Percent (100%) of the beneficial interest in the trust which is the Assignor under the foregoing Assignment of Leases and Rents hereby consents to and joins in the foregoing Assignment of Leases and Rents, intending hereby to bind any interest which the undersigned, its successors or assigns may have in the Mortgaged Property described in the foregoing Assignment of Leases and Rents, or any Leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignor in said Assignment of Leases and Rents; provided, however, that by virtue of this paragraph the undersigned shall not be or become personally liable for payment of the indebtedness evidenced by the Note.

16000 S. Wabash Limited Partnership,
an Illinois limited partnership

By: 16000 S. Wabash Building
Corporation, an Illinois
corporation, its sole general
partner

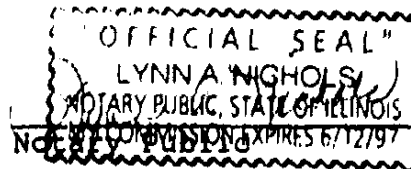
By: 
Its: _____

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State of Illinois)
County of Cook) SS

I, W. [unclear], a Notary Public in and for the County and State aforesaid, do hereby certify that Wilson H. Allen the president of 16000 S. Wabash Building Corporation, an Illinois corporation, which is the sole general partner of 16000 S. Wabash Limited Partnership, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of said corporation, and partner of said partnership, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and the free and voluntary acts of said corporation and said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 16th day of September, 1993.



My Commission Expires:

6/12/97

COOK COUNTY CLERK'S OFFICE

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EXHIBIT A

OUTLOT "A" IN SOUTH SHORE REST HOME SUBDIVISION, A SUBDIVISION OF LOTS 11 TO 14 (EXCEPT THAT PART OF LOT 13 DESCRIBED AS FOLLOWS:

THE NORTH 73.46 FEET OF THE SOUTH 84.32 FEET OF THE EAST 215.95 FEET) ALL IN HENRY DE YOUNG'S RESUBDIVISION OF LOTS 35 AND 38 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS SOUTH OF THE CALUMET RIVER IN THE SOUTHWEST 1/4 OF SECTION 15; ALSO OF LOT 19 IN SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 16000 S. Wabash
South Holland, Illinois

Permanent Index Number: 29-15-302-051-0000

Property of Cook County Clerk's Office

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