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93-573908

COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S)

This COLLATERAL ASSIGNMENT OF LEASE(S) AND RENT(S) ("Assignment") is made November 15, 1993 between COMERICA BANK-ILLINOIS, not personally, but as Trustee under a Trust Agreement dated June 22, 1993, and known as Trust 11810 ("Trust 11810") (hereinafter referred to as "Assignor"), and FIRST COOK COMMUNITY BANK, fsb, a federal savings bank, having its principal office at 2720 W. Devon Avenue, Chicago, IL, (hereinafter referred to as "Assignee").

W I T N E S S :

WHEREAS, Assignor and its beneficiary are indebted to Assignee in the principal amount not to exceed \$6,950,000 together with interest thereon from and after the date hereof at the rates provided in that Mortgage Note ("Mortgage Note"), of even date herewith;

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage of even date herewith, to secure said Mortgage Note on certain real estate in the County of Cook, State of Illinois, legally described on Exhibit "1" attached hereto and made a part hereof, including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessee) under certain oral or written leases of all or part of the Mortgaged Premises involving the above described real property; 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 collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan conditions of said Mortgage Note, or any of the Loan Documents therein specified, and any and all amendments, extensions, and renewals thereof, the above described lease and all other leases affecting the Mortgaged 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 all rents and other income which may now or hereafter be 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 collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the

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Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage, Mortgage Note, or any of the Loan Documents therein specified, 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.

Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, 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 direction 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 and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, or any of the Loan Documents therein specified, the 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 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 to all payments so made.

Assignee 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 affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage, and this Assignment at any and all times hereafter, without notice to Assignor, with full power to use and apply all the rents and other income 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 same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Mortgage Note, all in such order as Assignee

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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 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 any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its rights hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall 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 Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the 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.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary in the ordinary course of business, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

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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 Mortgage 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 the occurrence of an Event of Default under the Mortgage Note, the aforesaid Mortgage, and any of the Loan Documents described in the Mortgage Note, 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 Premises, 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 immediately upon the occurrence of an Event of Default under the Mortgage Note, the aforesaid Mortgage, any of the Loan Documents described in the Mortgage Note, or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and 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 directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable remedies under 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 of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no Event of Default exists under the Mortgage Note, the aforesaid Mortgage, or any of the Loan Documents described in the Mortgage Note, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Mortgage Note, the aforesaid Mortgage, and the Loan Documents described in the Mortgage Note, to which it refers and shall be binding upon and all rights, privileges and prerogatives

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given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, COMERICA BANK-ILLINOIS, not personally, but as Trustees as aforesaid, has caused these presents to be signed, all as and on the day, month, and year first above written.

COMERICA BANK-ILLINOIS, not personally,  
but as Trustee under a Trust Agreement dated  
June 22, 1993, and known as Trust 11810

By [Signature]  
Title: Suzanne Goldstein Baker Vice President

ATTEST:

[Signature]  
Title: WILLIE JACOBS  
AUTHORIZED OFFICER

This instrument prepared by:  
William B. Weidenaar  
Ruff, Weidenaar & Reidy, Ltd.  
One North LaSalle Street  
Chicago, IL 60603

This instrument is executed by the undersigned Land Trustee, not personally  
but solely as trustee in the exercise of the power and authority conferred  
upon and vested in it as such trustee. It is solemnly understood and agreed  
that all of the covenants, conditions, stipulations, articles, and articles  
herein and hereunto hereunto made in and to the said trust shall be binding  
by it solely in its capacity as trustee of the said trust and not as a corporation  
or personal guaranty, and that the said trust shall not be liable  
for the performance of the trust hereunder or of any covenant, condition, stipulation,  
or agreement of the trustee in this instrument.

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COOK COUNTY RECORDER

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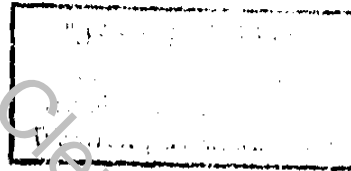
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THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART TAKEN FOR FERNDALE HEIGHTS UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SAID SECTION 11, AND EXCEPT THAT PART TAKEN FOR DELGADO AND REIN'S FERNDALE MARKET, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, AND EXCEPT THE NORTH 134.0 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, LYING EAST OF THE WEST LINE OF LOT 2 IN SAID DELGADO AND REIN'S SUBDIVISION EXTENDED SOUTH AND WEST OF A LINE 655.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 AND THE WEST 134.0 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, LYING SOUTH OF THE NORTH LINE OF SAID LOT 2 EXTENDED EAST AND NORTH OF A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4 AT A POINT 81.18 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 2 AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 2 IN DELGADO AND REIN'S SUBDIVISION; THENCE NORTH ON THE EAST LINE OF SAID LOT 2, 81.18 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 134.0 FEET; THENCE SOUTHERLY ON A CURVE TANGENT TO A LINE 134.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 2 CONVEX TO THE WEST AND HAVING A RADIUS OF 800 FEET, A DISTANCE OF 211.20 FEET AS MEASURED ALONG THE ARC OF SAID CURVE TO ITS INTERSECTION WITH A CURVED LINE CONVEX TO THE SOUTH HAVING A RADIUS OF 745 FEET AND TANGENT TO A LINE 134.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 AT A POINT 730 FEET EAST OF THE WEST LINE OF SAID NORTHEAST 1/4; THENCE WESTERLY ALONG SAID LAST DESCRIBED CURVED LINE, A DISTANCE OF 99.06 FEET AS MEASURED ALONG THE ARC OF SAID CURVED LINE TO SAID POINT OF TANGENCY; THENCE WEST ALONG SAID LINE 134.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 75.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID NORTHEAST 1/4 A DISTANCE OF 134.0 FEET TO THE SOUTH LINE OF SAID LOT 2; THENCE EAST ALONG SAID SOUTH LINE 12.05 FEET TO THE PLACE OF BEGINNING AND EXCEPT THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 11, LYING NORTH OF A LINE 344.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 2 AFORESAID, AND LYING WEST OF A LINE 830.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 11) AND LOTS "A" AND "B" IN FERNDALE HEIGHTS UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SAID SECTION 11, AND ALL OF AMHERST STREET, KNOX STREET, DELGADO DRIVE AND ELMWOOD AVENUE, AS DEDICATED, IN FERNDALE HEIGHTS UNIT NO. 1 AFORESAID, AND THAT PART OF ASHLAND AVENUE, AS DEDICATED, IN FERNDALE HEIGHTS UNIT NO. 1, LYING NORTH OF THE SOUTH LINE OF KNOX STREET EXTENDED WEST, (EXCEPTING THEREFROM THAT PART TAKEN FOR STREETS AND HIGHWAYS) ALL IN COOK COUNTY, ILLINOIS.

PIN: 02-11-200-012 ; 02-11-206-001  
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