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ASSIGNMENT OF LEASES AND RENTS

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KNOW ALL MEN BY THESE PRESENTS, Cole Taylor Bank, as Trustee under a Trust Agreement dated August 1, 1989 and known as Trust No. 89-4155 being hereinafter referred to as "Assignor"), in consideration of the sum of ten and no/100 dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer, and set over unto LaSalle Bank Lake View (hereinafter referred to as the "Assignee"), all right, title, and interest of the Assignor under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings or possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the power hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated in the County of Cook, State of Illinois, described in Exhibit A attached hereto and made a part hereof and the improvements now or hereafter thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title, and interest of the Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents, and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of the leases and obligors under the leases. If Exhibit B is attached hereto, Assignor specifically assigns all of the Lessor's interest in those leases described in Exhibit B to Assignee.

This Assignment is made and given as collateral security for, and shall secure: (i) the payment in full of all principal of and interest on that certain Revolving Credit Note of Taylor Distributors, Incorporated ("Taylor"), bearing even date herewith, payable to the order of the Assignee in the principal sum of Six Hundred Fifty Thousand and no/100 Dollars (\$650,000.00), and any notes issued in extension or renewal thereof or in substitution therefor (the "Note"); (ii) the performance of all obligations, covenants, promises, and agreements contained herein or in that certain Second Mortgage bearing even date herewith from Assignor to the Assignee (the "Mortgage"), conveying and mortgaging the Premises as security for the Note and any and all other indebtedness intended to be secured thereby; (iii) the performance of all obligations, covenants, promises, and agreements of Taylor contained in the Loan and Security Agreement (or the Ancillary Agreements or Security Documents referred to therein) of even date herewith by and between Taylor and Assignee or any other note or evidence of indebtedness now or at any time hereafter executed by Taylor in favor of Assignee; and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii), and (iii) or any security therefore, including this Assignment (the Note and other indebtedness,

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obligations, and liabilities referred to in clauses (i), (ii), (iii), and (iv) above being hereinafter collectively referred to as the "indebtedness hereby secured").

Assignor shall concurrently herewith furnish Assignee with a current rent roll of the Premises together with copies of all leases and amendments thereto and shall furnish a current and updated rent roll and copies of all leases and amendments thereto executed after copies were last furnished to Assignee at the expiration of each twelve (12)-month period commencing with the date hereof until release of this Assignment.

Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignor with full power of substitution for Assignor and in Assignor's name, place, and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any lease, with full power to settle, adjust, or compromise any claim thereunder as fully as the Assignor could do, and to endorse the name of the Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title, and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

Assignor warrants to Assignee that it has good right to make this Assignment and that the Assignor has not heretofore alienated, assigned, pledged, or otherwise disposed of any of the rights, rents, and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

This Assignment includes and establishes a present, absolute, and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, but so long as no event of default shall exist under the Note, the Second Mortgage or the Loan and Security Agreement (or the Ancillary Agreements or Security Documents referred to therein) and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, the Assignor shall have the right and license to collect, use, and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than 30 days in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of

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such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums, notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues, and profits of the Premises and in furtherance thereof, Assignor agrees that in the event of default under said Second Mortgage or Loan and Security Agreement (or the Ancillary Agreements or Security Documents referred to therein), whether before or after the Note is declared due in accordance with its terms or under the terms of said Second Mortgage or Loan and Security Agreement (or the Ancillary Agreements or Security Documents referred to therein), and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Premises hereinabove described, or any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers, and accounts relating thereto, and exclude the Assignor, its agents or servants, therefrom and hold, operate, manage, and control the Premises, and at the expense of the Premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alteration, additions, betterments, and improvements to the Premises as may seem judicious, and pay taxes, assessments, and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Second Mortgage or Loan and Security Agreement, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignor to cancel the same and in every such case have the right to manage and operate the said Premises and to carry on the business thereof as the Assignee shall deem proper; or (ii) with or without taking possession of the Premises, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as the Assignee may elect:

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this 1st day of January, 2011.

CLERK OF COOK COUNTY

CHIEF CLERK

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CLERK OF COOK COUNTY

CHIEF CLERK

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a. to the payment of all proper charges and expenses, including reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants, and others employed in connection with the operation, management, and control of the Premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss, or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

b. to the payment of any sum secured by a lien or encumbrance upon the Premises; and

c. to the reduction of any other indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee, and nothing herein contained shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect to do so. Assignee shall be subrogated to any lien discharged out of the rents, income, and profits of Premises.

The Assignor hereby further covenants that the Assignor will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively to vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Premises are located, not to assign further or encumber its rights under the leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of the Assignee. Assignor further covenants and agrees not to amend, modify, or terminate any of the Leases without

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the prior written consent of Assignee, provided that unless and until an event of default or any event which with the lapse of time, the giving of notice, or both, would constitute such an event of default has occurred under the terms of the Second Mortgage, the Loan and Security Agreement (or the Ancillary Agreements or Security Documents referred to therein) or the Note, Assignor may enter into amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrently with such termination, it shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to it than those contained in the terminated Lease and with a lessee of creditworthiness at least equal to the terminated lessee. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges, and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty, or liability of the lessor under any Leases or under or by reason of this Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Assignee incur any liability, loss, or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses, and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of incurrence (or if the Note has been paid in full at the time of incurrence, then at the rate applicable to the Note at the time of such payment in full), shall be secured by this Assignment and by the Loan and Security Agreement (and the Ancillary Agreements and Security Documents referred to therein) and Second Mortgage; and the Assignor shall reimburse the Assignee therefor immediately upon demand, Assignor's obligations so to pay to survive payment of the indebtedness hereby secured and the release of this Agreement.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of, but are in addition to any rights or remedies which the Assignee shall have under the said Note, Loan and Security Agreement (and the Ancillary Agreements or Security Documents referred to therein) and Second Mortgage, or any other instrument or document by and between Assignor and Assignee or under applicable law and the exercise by

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Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Loan and Security Agreement (or the Ancillary Agreements or Security Documents referred to therein) or Second Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its best interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

This Assignment shall be assignable by the Assignee; and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors, and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be judicially declared invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. If more than one person signs this instrument as Assignor, then the term "Assignor" as used herein shall mean all such persons, jointly and severally.

This instrument is executed by the Trustee, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument); and it is expressly understood and agreed that nothing herein or in said Note contained shall be construed as creating any liability on said Trustee personally to pay said Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as said trustee personally is concerned, the legal holder or holders of said Note and the owner or owners of any indebtedness accruing hereunder shall look solely to the leases and rents herein assigned and the premises conveyed by the Second Mortgage for the payment thereof, by the enforcement of the liens hereby and thereby created, in the manner herein and in said Second Mortgage provided or by action to enforce the personal liability of any guarantors

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or co-obligors of the indebtedness hereby secured or by realization on any other collateral for the indebtedness hereby secured.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Leases and Rents this 3rd day of April, 1993.

COLE TAYLOR BANK, as Trustee under a Trust Agreement dated August 1, 1989 and known as Trust No. 89-4155

Exoneration provision restricting any liability of Cole Taylor Bank stamped on the reverse side hereof or attached hereto is hereby expressly made a part hereof.

BY: Debra A. Buehler, Sr. VP.

ATTEST: Kristin Gunn
LAND TRUST ADMINISTRATOR

This instrument was prepared by, and after recording should be returned to:

Michael L. Weissman
McBride Baker & Coles
500 W. Madison St., 40th Fl.
Chicago, Illinois 60661-2511
(312) 715-5700

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EXCULPATORY CLAUSE

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, which in fact purport 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 that portion of 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 Cole Taylor Bank or any of its officers, directors, employees or agents 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.

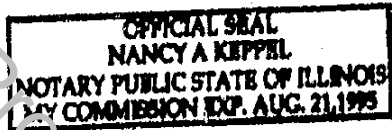
COLE TAYLOR BANK

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 3rd
day of May, 1993, by Nonie Grigantros
(name), Sr. Vice President (title) and Kathleen Dunne
(name), Trust Administrator (title) of Cole Taylor Bank, on behalf of
said Bank, for the uses and purposes therein set forth.



Nancy A. Keppel
Notary Public

My Commission Expires: 8-21-95

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EXHIBIT A

Legal Description

LOTS 13 AND 14 IN FOSTER-RIVER ROAD INDUSTRIAL SUBDIVISION UNIT 1 OF PART OF LOT 5 IN HENRY HACHMEISTER'S SUBDIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON SEPTEMBER 25, 1964 AS DOCUMENT NO. 2173750 IN COOK COUNTY, ILLINOIS.

P.I.N. NO. 12-10-103-005-0000
P.I.N. NO. 12-10-103-006-0000

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EXHIBIT B

Schedule of Leases

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