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ASSIGNMENT OF LEASES, RENTS AND PROFITS

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THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (hereinafter referred to as "Assignment") is executed and delivered as of the first day of February, 1993, by RAFFERTY PROPERTIES, an Illinois general partnership, successor in interest to CKI Building Corporation, an Illinois corporation (hereinafter referred to as "CKI"), having its principal office at 2200 West 159th Street, Markham, Illinois 60426 (hereinafter referred to as "Assignor"), to and in favor of NATIONWIDE LIFE INSURANCE COMPANY, an Ohio corporation, having its principal office at One Nationwide Plaza, Columbus, Ohio 43216, Attention: Real Estate Investments, its successors and assigns (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the present owner in fee simple of certain real property located in Cook County, State of Illinois, more particularly described on Exhibit A attached hereto and by this reference made a part hereof (hereinafter referred to as the "Real Property"); and

WHEREAS, Assignee is the owner and holder of a certain Installment Note dated December 30, 1977 made by CKI, as maker, in favor of Assignee, as holder, in the original principal amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00). Said Installment Note has been modified by a certain Modification of Installment Note, dated as of February 1, 1993, which extended the maturity date of the Installment Note. (Said Installment Note and Modification of Installment Note are hereinafter collectively referred to as the "Note").

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING SHOULD
BE RETURNED TO:

COMMON ADDRESS:

2200 W. 159th Street
Markham, Illinois

Arnold Weinberg
Katz, Randall & Weinberg
200 N. LaSalle Street
Suite 2300
Chicago, Illinois 60601

PERMANENT TAX INDEX NOS.

29-18-328-038

Box 340

COOK COUNTY, ILLINOIS
FILED FOR RECORD

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WHEREAS, payment of the Note is secured by a Trust Deed dated December 30, 1977 and recorded January 4, 1978 in the Cook County Recorder of Deeds Office as Document No. 24270099 in favor of Chicago Title and Trust Company, as Trustee, encumbering the Real Property and other property more specifically described in the Trust Deed (all of which Property is referred to herein and in the Trust Deed as the "Property"), and a Modification of Trust Deed and Other Security Documents dated as of February 1, 1993 and recorded MAY 17, 1993 in the Cook County Recorder of Deeds Office as Document No. 93-368-318 (said Trust Deed and Modification of Trust Deed and Other Security Documents are hereinafter collectively referred to as the "Trust Deed"); and

WHEREAS, Assignee, as a condition consenting to the Modification of Installment Note and to obtain additional security therefor, has required the execution of this Assignment by Assignor.

NOW, THEREFORE, in order to further secure the payment of the indebtedness of Assignor to Assignee evidenced by the Note, and secured by the Trust Deed, and in further consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) in hand paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignee all of the leases, rents, issues, profits and income of, from or pertaining to the Property. This Assignment shall include any and all leases or rental agreements that may now be in effect, specifically including without limitation, those leases set forth in Exhibit B attached hereto and by this reference made a part hereof, as well as any future or additional leases or rental agreements, and any renewals or extensions of the same, that may be entered into by Assignor. Assignor hereby agrees to execute and deliver such further assignments of said leases or rental agreements as Assignee may from time to time request.

This Assignment is absolute and effective immediately and without possession. Notwithstanding the foregoing, Assignor shall have a license to receive, collect and enjoy the rents, issues, profits and income accruing from the Property until a default has occurred under the Note, the Trust Deed or any other instrument evidencing or securing the Note, the Trust Deed or any other instrument evidencing or securing the Note. Upon the occurrence of a default, the license shall cease automatically, without need of notice, possession, foreclosure or any other act or procedure, and all leases, rents, issues, profits and income assigned hereby shall thereafter be payable to Assignee.

PROVIDED ALWAYS that if Assignor shall pay unto Assignee the indebtedness evidenced by the Note, and if Assignor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each of the agreements, conditions and covenants of the Note, the Trust Deed, this Assignment and all

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as further evidence of or as additional security for the indebtedness (hereinafter referred to as the "Loan Documents"), then this Assignment and the estates and interests hereby granted and created shall terminate.

REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

1. In furtherance of the foregoing assignment, Assignor:

A. Represents and warrants that Assignor is the owner in fee simple of the Property and Assignor has good title to the leases, rents, income, issues, and profits hereby assigned and good right to assign the same; and that payment of any of the same has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised.

B. Except as provided for in the Trust Deed, agrees and warrants that, without the prior written consent of Assignee, the terms of any and all leases will not be amended, altered, modified or changed in any manner whatsoever, nor will they be surrendered or cancelled, nor will any proceedings for dispossession or eviction of any lessee under said leases be instituted by Assignor.

C. Agrees and warrants that no request will be made of any lessee to pay any rent, and no rent will be accepted by Assignor, for more than one month in advance of the date such rent becomes due and payable under the terms of any and all leases, it being agreed between Assignor and Assignee that rent shall be paid as provided in said leases and not otherwise. The foregoing shall not prevent Assignor from charging and collecting security deposits from each tenant leasing space on the Real Property.

D. Authorizes Assignee, by and through its employees or agents or a duly appointed receiver, at its option, after the occurrence of a default under this Assignment, the Note, the Trust Deed or any of the other Loan Documents, to enter upon the Property and to collect, in the name of Assignor, as its lawful attorney, or in its own name as Assignee, any rents, income or profits accrued but unpaid and/or in arrears at the date of such default, as well as the rents, income or profits thereafter accruing and becoming payable during the period of the continuance of the said default or any other default. To this end, Assignor further agrees that it will cooperate with and facilitate, in all reasonable ways, Assignee's collection of said rents, income or profits and will, upon request by Assignee, execute a

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written notice to each tenant, occupant or licensee directing said tenant, occupant or licensee to pay directly to Assignee all income, rents and profits due and payable under said leases; provided, however, that Assignee may notify said tenant, occupant or licensee of the effectiveness of this Assignment without giving notice to Assignor or requesting Assignor to give such notice or join in such notice.

E. Authorizes Assignee, upon such entry, at its option, to take over and assume the management, operation and maintenance of the Property and to perform all acts necessary and proper and to expend such sums out of the income of the Property as in Assignee's sole discretion may be reasonable or necessary in connection therewith, in the same manner and to the same extent as Assignor theretofore might do. Assignor hereby releases all claims against Assignee arising out of such management, operation and maintenance.

F. Agrees to execute, upon the request of Assignee, any and all other instruments requested by Assignee to effectuate this Assignment or to accomplish any other purpose deemed by Assignee to be necessary or appropriate in connection with this Assignment.

G. Agrees and acknowledges that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted to Assignee in the Note, the Trust Deed or any of the other Loan Documents. The collection and application of the rents, issues and profits as described herein shall not constitute a waiver of any default which might at the time of application or thereafter exist under the Note, the Trust Deed or any of the other Loan Documents, and the exercise by Assignee of the rights herein provided shall not prevent Assignee's exercise of any rights provided under the Note, the Trust Deed or any of the other Loan Documents.

ASSIGNEE'S RIGHTS FOLLOWING DEFAULT BY ASSIGNOR

2. Assignee may, after the occurrence of a default as hereinabove provided, from time to time, appoint and dismiss such agents or employees as shall be necessary or reasonable for the collection of the rents, issues and profits derived from the Property and for the proper care and operation of the Property, and Assignor hereby grants to Assignee the authority to give such agents or employees so appointed full and irrevocable authority on Assignor's behalf to manage the Property and to do all acts relating to such management, including, without limitation, the entry into and execution of new leases in the name of Assignor or otherwise, the alteration or amendment of existing leases, the

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authorization to repair or replace any items necessary in order to maintain the building or buildings and chattels incidental thereto in good and tenantable condition, and the effectuation of such alterations or improvements as in the judgment of Assignee may be reasonable or necessary to maintain or increase the income from the Property. Assignee shall have the sole control of such agents or employees, whose remuneration shall be paid out of the rents, issues and profits as hereinabove provided, at the rate of compensation accepted in the community wherein the Property is situated and Assignor hereby expressly releases Assignees from any liability to Assignor for the acts of such agents or employees and agrees that Assignees shall not be liable for the acts or negligence of such agents or employees or to account for monies that may come into the possession of such agents or employees.

APPLICATION BY ASSIGNEE OF NET INCOME FROM THE PROPERTY

3. Assignee shall, after payment of all proper charges and expenses enumerated under Paragraph 2 above, and after retaining sufficient sums to meet taxes, assessments, utilities and insurance coverages in requisite amounts (including liability, fire and extended coverage), credit the net income received by Assignee from the Property, by virtue of this Assignment, to any amounts due and owing to Assignee by Assignor under and pursuant to the terms of the Note and the Trust Deed, but the manner of the application of such net income shall be determined in the sole discretion of Assignee. Assignee shall make a reasonable effort to collect rents, income and profits, reserving, however, within its sole discretion, the right to determine the method of collection and the extent to which enforcement of the collection of delinquent rents, income and profits shall be prosecuted. Notwithstanding the foregoing, no such credit shall be given by Assignee for any sum or sums received from the rents, issues and profits of the Property until the sums collected are actually received by Assignee at its principal office as stated above (or at such other place as Assignee shall designate in writing), and no credit shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit be given for any rents, issues and profits derived from the Property under any order of court or by operation of law until such amounts are actually received by Assignee at its principal offices as stated above. The net amount of income received by Assignee hereunder and applied by Assignee to the amounts due and owing by Assignor shall not serve to cure any default under the Note, the Trust Deed or any of the other Loan Documents, nor shall any amounts received by Assignee hereunder be in full satisfaction of the indebtedness evidenced by the Note unless such amounts are sufficient to pay such indebtedness in full (including any prepayment premiums, late payment charges and advancements) in accordance with the terms of the Note, the Trust Deed and the other Loan Documents.

LIMITATION OF ASSIGNEE'S LIABILITY

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4. Assignee shall not be obligated to perform or discharge any obligation under the leases hereby assigned or under or by reason of this Assignment, and Assignor hereby agrees to indemnify and hold Assignee harmless against any and all liability, loss or damage which Assignee might incur under the leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the terms of such leases, except for claims and demands arising by reason of Assignee's gross negligence or willful misconduct.

REINSTATEMENT AFTER DEFAULT

5. In the event that Assignor shall, with the consent of Assignee, reinstate the indebtedness evidenced by the Note completely in good standing, having complied with all the terms, covenants and conditions of the Note, the Trust Deed, this Assignment and all of the other Loan Documents, then, in such event, Assignee shall return possession of the Property to Assignor, and Assignor shall remain in possession of the Property unless and until another default occurs under the Note, the Trust Deed, this Assignment or any of the other Loan Documents, at which time Assignee may, at its option, again take possession of the Property under authority of and pursuant to the terms and provisions of this Assignment.

TENANT'S NOTIFICATION OF ASSIGNMENT

6. Upon request by Assignee, at any time, Assignor will deliver a written notice to each of the tenants and lessees of the Property, which notice shall inform such tenants and lessees of this Assignment and instruct them that upon receipt of notice by them from Assignee of the existence of a default by Assignor under the Note, the Trust Deed or any of the other Loan Documents, all rent due thereafter shall be paid directly to Assignee.

SATISFACTION OF TRUST DEED; SATISFACTION OF ASSIGNMENT

7. This Assignment shall remain in full force and effect as long as the indebtedness evidenced by the Note remains unpaid in whole or in part. It is understood and agreed that a complete release or satisfaction of the aforesaid Trust Deed shall operate as a complete release or satisfaction of all of Assignee's rights and interest hereunder, and that satisfaction of said Trust Deed shall operate to satisfy this Assignment.

SUCCESSORS AND ASSIGNS

8. The provisions of this Assignment shall inure to the benefit of Assignee and its successors and assigns, and shall be binding upon Assignor, its personal representatives, successors and

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assigns. The creation of rights and powers under this Assignment in favor of, or available to, Assignee shall, in no way whatsoever, be construed to impose concomitant duties or obligations on Assignee in favor of Assignor except as expressly set forth herein.

APPLICABLE LAW

9. This Assignment is executed and delivered as additional security for a loan transaction negotiated and consummated in Cook County, State of Illinois and is to be construed according to the laws of the State of Illinois, and the laws of the United States.

IN WITNESS WHEREOF, the undersigned has executed this Assignment under seal as of the day and year first above written.

RAFFERTY PROPERTIES, an Illinois
general partnership

By: *George X. Rafferty*
George X. Rafferty, General Partner

By: *Carol S. Rafferty*
Carol S. Rafferty, General Partner

By: *Michael William Rafferty*
Michael William Rafferty, General
Partner

By: *Jane Elizabeth Rafferty* *MKA Ann E. McWilliam*
Jane Elizabeth Rafferty, General
Partner

By: *Ann Leslie Rafferty* *MKA Ann Leslie*
~~Michael William Rafferty, as Custodian~~
Ann Leslie Rafferty, General
Partner

By: *Alice Abigail Rafferty* *MKA Alice Abigail Rafferty*
~~Michael William Rafferty, as Custodian~~
Alice Abigail Rafferty, General
Partner

By: *Michael William Rafferty*
Michael William Rafferty, as Custodian
for Thomas Jason Rafferty, General
Partner

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, Patricia B. Christensen, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that GEORGE R. RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B. Christensen
Notary Public
" OFFICIAL SEAL "
PATRICIA B. CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

I, Patricia B. Christensen, Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that CAROL S. RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B. Christensen
Notary Public

" OFFICIAL SEAL "
PATRICIA B. CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)
COUNTY OF) SS.

I, Patricia B Christensen, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that MICHAEL WILLIAM RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B Christensen
Notary Public
" OFFICIAL SEAL "
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

STATE OF ILLINOIS)
COUNTY OF) SS.

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that JANE ELIZABETH RAFFERTY, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B Christensen
Notary Public
" OFFICIAL SEAL "
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)
COUNTY OF) SS.

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that ~~MICHAEL WILLIAM RAFFERTY, as Custodian for Alice Abigail Rafferty~~, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B Christensen
Notary Public OFFICIAL SEAL
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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STATE OF ILLINOIS)
COUNTY OF) SS.

I, PATRICIA B CHRISTENSEN, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that MICHAEL WILLIAM RAFFERTY, as Custodian for Thomas Jason Rafferty, General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such General Partner of RAFFERTY PROPERTIES, an Illinois general partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of April, 1993.

Patricia B Christensen
Notary Public OFFICIAL SEAL
PATRICIA B CHRISTENSEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP: 12/18/94

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EXHIBIT "A"

Legal Description

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN PART OF LOT 1 IN MARKHAM PROPERTIES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT NUMBER 20808304 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTH ON THE WEST LINE THEREOF FOR A DISTANCE OF 98 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 119 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 23 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 55 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 115 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 451.53 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 40 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF LOT 1 IN SAID SUBDIVISION A DISTANCE OF 150 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON SAID SOUTH LINE A DISTANCE OF 298.63 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE (THE FOLLOWING 5 COURSES BEING ALONG THE EASTERLY BOUNDARY OF LOT 1 IN SAID SUBDIVISION) NORTH A DISTANCE OF 152.86 FEET; THENCE NORTHEASTERLY A DISTANCE OF 4.75 FEET; THENCE NORTH A DISTANCE OF 160.25 FEET; THENCE EAST A DISTANCE OF 241.60 FEET TO THE MOST EASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 189.88 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE NORTH ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 100.02 FEET TO THE NORTH LINE THEREOF; THENCE WEST ON THE NORTH LINE OF LOT 1 IN SAID SUBDIVISION A DISTANCE OF 327.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N.: 29-18-328-038 (affects this land and other property)

Commonly known as: 2200 West 159th Street
Markham, Illinois 60426

20808304

Recorder's Office

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EXHIBIT "B"

Rent Roll

<u>Tenant</u>	<u>Date of Lease</u>	<u>Term of Lease</u>	<u>Rent</u>
Chicago Kenworth, Inc.	March 1, 1978	Annual	\$10,500.00
Aldi, Inc.	July 1, 1979	15 years + 5 year renewals	\$ 3,464.33
D & L	July 1, 1982	month-to-month	\$ 900.00

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