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

Benjamin A. Johnston
Pedersen & Haupt, P.C.
161 North Clark Street
Suite 3100
Chicago, Illinois 60601

Street Address:

790 Busse
Elk Grove Village, Illinois 60007

Permanent Index Number:
08-27-101-040

ELIGSIB / N94088 WS 2



ABSOLUTE ASSIGNMENT OF LEASES AND

DEPT-01 RECORDING \$33.50
12222 IRAN 1771 05/12/94 16147300
9538 & 101 W-94-430279
COOK COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS, that 790 Busse Limited Partnership, an Illinois limited partnership (the "Assignor") whose address is c/o Seko Air Freight, Inc., 790 Busse Road, Elk Grove Village, Illinois 60007, in consideration of the making of certain loans, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby unconditionally, absolutely and irrevocably assign, transfer and set over unto Lake Shore National Bank, a national banking association, with its principal office at 605 North Michigan Avenue, Chicago, Illinois 60611 (the "Assignee"), all right, title and interest of the Assignor in, under or pursuant to any and all present or future leases, whether written or oral, or any lettings of 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 agrees to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (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 erected 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, issues, profits and avails 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 lessees under the Leases.

This Assignment is made and given by the Assignor for the benefit of the Assignee in connection with the Assignor's obligations to (i) pay in full all principal of and interest on the notes (the "Notes") executed in conjunction with or pursuant to the Loan and Security Agreement, dated of even date herewith, between the Assignee and the Assignor (the "Loan Agreement"), (ii) perform all other obligations, covenants, promises and agreements contained herein, in the Loan Agreement, or in the other loan documents (the "Loan Documents"), executed or delivered in connection herewith or therewith (iii) pay in full any and all other indebtedness intended to be secured hereby or thereby, and (iv) pay 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) through (iii) or any security therefor, including, without limitation, this Assignment.

Subject to the terms of this Assignment as set forth below, the Assignor does hereby irrevocably authorize and empower the Assignee 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

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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 either of them or otherwise, which the Assignee may deem reasonably necessary or appropriate to collect any and all sums due or to become due under any Lease, or which may be reasonably 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 all with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Assignor.

The Assignor warrants to the Assignee 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.

The Assignor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Assignor, without the Assignee's prior written approval. The Assignor agrees that it will not assign any of the rents or profits of the Premises, without the Assignee's prior written consent.

Notwithstanding the foregoing provisions's making and establishing a present and absolute transfer and assignment of all rents, earnings, income, issues and profits as aforesaid, so long as no default, Event of Default or Unmatured Event of Default under this Assignment, the Loan Agreement, or any of the other Loan Documents shall have occurred, and be continuing, the Assignee confers upon the Assignor a revocable license to collect, use and enjoy all rent, and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than thirty (30) days in advance.

The Assignor hereby irrevocably consents to and authorizes and directs that the tenant under any Lease upon demand and notice from the Assignee or the Assignee's right to receive the rents hereunder, shall pay such rents to the Assignee without any obligation on the part of such tenant 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 and notwithstanding any notice from or claim of the Assignor to the contrary. The Assignor hereby waives any right or claim against any tenant for any such rents paid by tenant 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, the Assignor agrees that in the event of any default, Event of Default or Unmatured Event of Default, the Assignee may, at its option take actual possession of the Premises or of any part thereof, personally or by agent or attorney, and with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of the 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 Assignor from time to time, cause to be made all necessary or proper repairs, renewals, repairs, alterations, additions, betterments and improvements to the Premises as may seem judicious in the Assignee's reasonable discretion, 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 it may deem fit, including Leases for terms expiring beyond the payment or performance of any obligations, 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 Premises and do any act which the Assignee deems appropriate in furtherance of the Assignee's rights under this Assignment. Neither the Assignee's right to exercise nor the Assignee's exercise of such rights shall excuse the Assignor's default or waive the Assignor's continuing obligations with respect to the Premises.

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INVESTIGATION REPORT
DATE: 10/15/2014
BY: [illegible]

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10/15/2014

[Handwritten signature]

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The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases or other rental agreements relating to the Premises, and the Assignor shall and does hereby agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under any Leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it 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 Leases. Should the Assignee incur any such liability, loss or damage under the Leases or in the defense of any claims or demands, the Assignor agrees to reimburse the Assignee for the amount thereof, including costs, expenses and reasonable attorneys' fees, promptly after demand.

To the extent not inconsistent with the Loan Agreement or the mortgage affecting the Premises, the Assignee, to the exercise of the rights and powers conferred upon it by this Assignment, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Assignee may determine:

(a) To the payment of the operating expenses of the Premises, including the reasonable cost of management and leasing thereof (which shall include reasonable compensation to the Assignee and its agent or agents, if management be delegated to an agent or agents, and it shall also include reasonable Lease commissions and other reasonable compensation and expenses of seeking and procuring tenants and entering into Leases), claims for damages, if any, and premiums on insurance hereinabove authorized;

(b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(c) To the payment of all reasonable repairs, decorating, renewals, replacements, alterations, additions, betterments, and improvements of the Premises, and of placing the Premises in such condition as will, in the reasonable judgment of the Assignee, make it readily rentable; and

(d) To the payment of any indebtedness accrued by any mortgage or any deficiency which may result from any foreclosure sale or transfer in lieu of foreclosure.

The Assignor hereby further covenants that the Assignor will promptly 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 vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. The Assignor further agrees to promptly assign and transfer to the Assignee all future Leases upon all or any part of the Premises.

Except as otherwise provided in the Loan Agreement or the mortgage affecting the Premises, the Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases to the extent that failure to do the same would have an adverse effect on the Premises, any of the Leases or the Collateral and not to do or permit to be done anything to impair the security thereof, not to enter into any new Lease or materially modify, amend, terminate, cancel or surrender any Lease without the prior written consent of the Assignee, which will not be unreasonably withheld or delayed, not to further assign, encumber or permit to be assigned or encumbered its rights under the Leases or its rights to the rents or other sums due or to become due thereunder without the Assignee's prior written consent, which consent will not be unreasonably withheld or delayed, and not suffer or permit any of the Leases to be subordinated

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to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of the 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 landlord under any Leases of the Premises or under or by reason of this Assignment. Except as otherwise provided herein, the Assignee shall have no liability to the Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct or gross negligence. Except as otherwise provided herein, in the exercise of the powers herein granted to the Assignee, no liability shall be asserted or enforced against the Assignee. All such liability being expressly waived and released by the Assignor. 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 unless arising from the Assignee's gross negligence or willful misconduct, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the highest default rate applicable to the Notes shall be secured by this Assignment and by the mortgage affecting the Premises in favor of the Assignee, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

The rights and remedies of the Assignee hereunder are cumulative and are not in lieu of, but are in addition to, any rights or remedies which the Assignee shall have under any of the other Loan Documents or at law or in equity and the exercise by the Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of the Assignee, whether arising under the mortgage affecting the Premises or otherwise, each and all of which may be exercised whenever the Assignee deems it in its 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 affecting the Premises in favor of the Assignee, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

Whenever the word Assignor is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns of the Assignor, and any party or parties holding title to the Premises by, through or under the Assignor. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including any holders, from time to time, of the Notes.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the mortgage affecting the Premises in favor of the Assignee shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all obligations in whatever form and until the obligations shall have been paid and/or performed in full. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sales, until the issuance of a deed pursuant to a foreclosure decree or a transfer in lieu of foreclosure has been consummated.

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Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In the event of a conflict of any of the terms and provisions of this Assignment with the terms and provisions of the Loan Agreement, the terms and provisions of this Assignment shall prevail. In the event of a conflict of any of the terms and provisions of this Assignment with the terms and provisions of the mortgage affecting the Premises, the terms and provisions of this Assignment shall prevail.

Upon full payment and performance of the obligations of the Assignor (to the extent the same is permitted by this Assignment or any of the other Loan Documents), the Assignee shall deliver to the Assignor an appropriate release in recordable form and the Assignor shall bear the entire cost of preparing and recording the same.

Unless otherwise defined herein, capitalized terms shall have the meanings ascribed to such terms in the Loan Agreement.

790 BUSSE LIMITED PARTNERSHIP

By 790 Busse, Inc.
Its General Partner

By *William J. Busse*

Dated: May 6, 1994

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Cheryll Diomar, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William J. Wancher, of 790 Busso, Inc. whose name is subscribed to the foregoing instrument as such V.P. 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 as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 5th day of May, 19 94

Cheryll Diomar
Notary Public



My Commission Expires:

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THE BOARD OF SUPERVISORS OF COOK COUNTY
DO HEREBY ORDER THAT THE FOLLOWING
PROPERTY BE SOLD TO THE HIGHEST BIDDER
AT PUBLIC AUCTION TO BE HELD AT THE
COURT HOUSE, CHICAGO, ILLINOIS, ON
FRIDAY, JANUARY 15, 1910, AT 10 O'CLOCK
A.M.

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DAVID A. GIBSON
SHERIFF OF COOK COUNTY
CHICAGO, ILLINOIS

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOT 137 IN HIGGINS INDUSTRIAL PARK UNIT NUMBER 85, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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