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DOCUMENT # CH0001 (27850-00116-B) 61077 3; DATE: 05/11/94; TIME: 11:51

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of the 12th day of May, 1994 by and between RIVER FOREST TOWN CENTER LIMITED PARTNERSHIP, an limited partnership ("Beneficiary"), and COLE TAYLOR BANK, not personally, but solely as Trustee ("Trustee") under Trust Agreement dated March 31, 1993 (the "Trust") and known as Trust No. 93-4117 (Beneficiary and the Trust being hereinafter together referred to as "Assignor"), and LASALLE NATIONAL BANK, a national banking association ("Assignee").

RECITALS:

. DEPT-01 RECORDING 153.50
. T#9999 TRAN 3914 05/24/94 14:39:00
. \$0384 ÷ DW *-94-462580

A. Contemporaneously with the execution of this Assignment, Beneficiary and Assignee have entered into a Construction Loan Agreement (the "Loan Agreement") pursuant to which Assignee has agreed to lend certain funds to Assignor, and Assignor has executed and delivered to Assignee a Promissory Note of even date herewith payable to Assignee in the principal sum of \$9,500,000 which matures on September 1, 1995 which note, together with any and all modifications and amendments thereof, or substitutions therefor, is hereinafter referred to as the "Note".

B. The Note is secured by, inter alia, a Construction Mortgage, Assignment or Rents and Security Agreement (the "Mortgage") of even date herewith on the real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Mortgaged Property") and various "Loan Documents," as defined in the Loan Agreement.

C. The Mortgaged Property or portions thereof has been leased to tenants pursuant to commercial leases (which leases, in addition to any subleases thereof, are hereinafter referred to as the "Leases"), all of which Leases, together with the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the period of redemption, if any) 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, but not by way of limitation, minimum rents, additional rents, percentage rents, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property together with any and all rights and claims of any kind which Assignor may have against any obligor under any of the Leases

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or any subtenants or assignees thereof, or any occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"), are deemed additional security for the payment of the Note and the performance of Assignor's obligations thereunder and under the Mortgage.

NOW, THEREFORE, in order to induce Assignee to make the above-mentioned loan and as additional security for the payment of the principal and interest due under the Note, and for the performance and observance of all the agreements contained herein and in the Note, the Loan Agreement and the Mortgage, Assignor does hereby set over, assign and transfer to Assignee, upon the terms and conditions hereinafter contained, all of the Leases and Rents, together with all the right, title and interest of Assignor therein and thereto.

TOGETHER with any and all guaranties of the obligor's performance under any of the Leases, and

TOGETHER with the immediate and continuing right to collect and receive all of the Rents,

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the said Rents,

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated, as additional security for the payment of the principal and interest provided to be paid in the Note and for the performance and observance of all the agreements contained therein, in the Mortgage and in the Loan Agreement.

Assignor hereby covenants and agrees as follows:

1. So long as there shall not have occurred an Event of Default under the Loan Agreement, the Mortgage or the "Loan Documents" (as defined in the Loan Agreement), Assignor shall retain the right to collect all of the Rents, and shall hold the same, in trust, to be applied first to the payment of all impositions, levies, taxes, assessments and other charges upon the Mortgaged Property, secondly to the cost of the maintenance of required insurance policies upon the Mortgaged Property, thirdly to any maintenance and repairs required by the Mortgage and lastly to the payment of obligations under the Note, Loan Agreement and the Mortgage, before using any part of the Rents for any other purposes.

2. At all times, any of Assignee's agents shall have the right to verify the validity, amount of or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Assignor, Assignee, a nominee of Assignee, or in any or all of said names.

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3. Unless Assignee notifies Assignor thereof in writing that it dispenses with any one or more of the following requirements, Assignor shall: (i) promptly, upon Assignor's receipt or learning thereof, inform Assignee, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors under any of the Leases; and (ii) promptly, upon Assignor's receipt or learning thereof, furnish to and inform Assignee of all material adverse information relating to or affecting the financial condition of any obligor of the Leases.

4. Assignor at its sole cost and expense will: (i) at all times abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the tenants to be kept and performed, but Assignor shall not and Assignor's beneficiary or beneficiaries shall not modify, amend, cancel, terminate or accept surrender of any Lease without the prior written consent of Assignee; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Leases or the obligations, duties or liabilities of landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Assignee, upon written request of Assignee, any Lease or Leases heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Assignee, within ten (10) days after a request by Assignee so to do, a written statement containing the names of all tenants and the terms of all Leases, including the spaces occupied and the Rents payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Assignee any right to request from the tenant under any Lease a certificate with respect to the status thereof.

5. Subject to the requirements of the Loan Agreement, certain Leases entered into after the date hereof may be subject to the prior written approval of the Assignee as to form, content and tenant(s), which approval shall not be unreasonably withheld by Assignee.

6. Assignor will not (and Assignor's beneficiary or beneficiaries, if applicable, will not), without Assignee's prior written consent: (i) except as provided herein or in the Loan Agreement, execute any assignment or pledge of any Rents or any Leases; or (ii) accept any payment of any installment of Rent more than thirty (30) days before the due date thereof; or (iii) make any Lease except for actual occupancy by the tenant thereunder.

7. Nothing in the Loan Agreement, Note, this Assignment, or in the Loan Documents, shall be construed to obligate Assignee, expressly or by implication, to perform any of the covenants of any landlord under any of the Leases assigned to Assignee or to pay any sum of money or damages therein provided to be paid by the

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landlord, each and all of which covenants and payments Assignor agrees to perform and pay or cause to be performed and paid.

8. Upon the occurrence of an Event of Default under the Loan Agreement, the Mortgage or any of the Loan Documents Assignee, at its sole election and in its sole discretion, may do or require any one or more of the following:

(i) Immediately upon demand by Assignee, Assignor shall deliver to Assignee all Rents then held by it or its agents or which is otherwise within its control and the originals of the Leases, with appropriate endorsements or other specific evidence of assignment thereto to Assignee - which endorsement or assignment shall be in form and substance acceptable to Assignee.

(ii) Assignee, then or at any time or times thereafter, at its sole election, without notice thereof to Assignor, and without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Assignee, and Assignee (in its name, in the name of Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Assignee.

(iii) Assignor, immediately upon demand by Assignee, irrevocably shall direct all obligors under the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Assignee, to be applied to Assignee as required herein.

(iv) Assignee shall have the right at any time or times thereafter, at its sole election, but upon notice thereof to Assignor, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise; to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; to make, modify, enforce, cancel or accept surrender of any of the Leases; to remove and evict any lessee or any subtenant or assignee of any lessee; to increase or reduce the Rents; to decorate, clean and make repairs; and to otherwise do any act or incur any reasonable and necessary costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the Rents so collected to the operation and management of the Mortgaged Property, but in such order as Assignee may deem proper, and including payment of reasonable management, brokerage and attorneys' fees, in the name of Assignor, Assignee, a nominee of Assignee, or in any or all of the said names.

(v) Assignee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Assignor, to declare all sums secured hereby immediately due and payable and, at its option, exercise any or all of the

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rights and remedies contained in the Loan Agreement, Note or Mortgage or Loan Documents.

(vi) Assignor hereby irrevocably designates, makes, constitutes and appoints Assignee (and all persons designated by Assignee) as Assignor's true and lawful attorney and agent-in-fact, with power, without notice to Assignor and at such time or times thereafter as Assignee, at its sole election, may reasonably determine, in the name of Assignor, Assignee or in both names: (a) to demand payment of the Rents and performance of the Leases; (b) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (c) to exercise all of Assignor's rights, interests and remedies in and under the Leases and to collect the Rents; (d) to settle, adjust, compromise, extend or renew the Leases or the Rents; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents or obtain performance of the Leases; (f) to take control, in any manner, of the Leases and Rents; (g) to prepare, file and sign Assignor's name on any Proof of Claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (h) to endorse the name of Assignor upon any payment or proceeds of the Rents and to deposit the same to the account of Assignee; and (i) to do all acts and things necessary, in Assignee's sole discretion, to carry out any or all of the foregoing.

(vii) All of the foregoing payments and proceeds received by Assignee shall be utilized by Assignee, at its sole election and reasonable discretion, for any one or more of the following purposes: (a) to payment of Assignor's obligations and liabilities under the Loan Agreement, Note, Mortgage or Loan Documents in such manner and to such extent as Assignee shall determine; (b) to payment of all reasonable fees of the receiver approved by the court, if any; (c) to payment of all tenant security deposits then owing to tenants under any of the Leases pursuant to applicable law; (d) to payment of all prior or current real estate taxes and special assessments with respect to the Mortgaged Property, or, if the Mortgage requires periodic escrow payments for such taxes and assessments, to the escrow payments then due; (e) to payment of all premiums then due for the insurance required by the provisions of the Mortgage, or, if the Mortgage requires periodic escrow payments for such premiums, to the escrow payments then due; (f) to payment of expenses incurred for normal maintenance of the Mortgaged Property; (g) if received prior to any foreclosure sale of the Mortgaged Property, to the Assignee for payment of the indebtedness secured by the Mortgage, but no such payment made after acceleration of the indebtedness shall affect such acceleration; (h) if received during or with respect to the period of redemption after a foreclosure sale of the Mortgaged Property; (I) if the purchaser at the foreclosure sale is not Assignee, first to Assignee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage, second to

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the purchaser as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to the purchaser of the Mortgaged Property; (II) if the purchaser at the foreclosure sale is Assignee, to Assignee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage and the balance to be retained by Assignee as a credit to the redemption price, but if the Mortgaged Property is not redeemed, then to Assignee, whether or not any such deficiency exists. The rights and powers of Assignee under this subparagraph shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

(viii) Assignee may also exercise any other rights and remedies then available under the Loan Agreement, Note, Mortgage, the Loan Documents and any applicable laws.

9. TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR HEREBY COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

(i) That Assignor is the owner in fee simple absolute of the Mortgaged Property and has good title to the Leases and Rents hereby assigned, and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein except as expressly set forth herein or in the Exhibits attached hereto; that Assignor has duly and punctually performed in all material respects all and singular the terms, covenants, conditions and warranties of the existing Leases on Assignor's part to be kept, observed and performed; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or Rents, whether now due or hereafter to become due, exclusive of any such previous matter no longer affecting the Mortgaged Property; that any of the Rents due and issuing for any period, subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been waived, released, discounted, set-off or otherwise discharged or compromised; that Assignor has not received any funds or deposits from any obligor under the Leases in excess of security deposits and one month's rent for which credit has not already been made on account of accrued rents; and that the obligor under any existing Lease is not in default of any of the material terms thereof.

(ii) That Assignor shall observe, perform and discharge, duly and punctually in all material respects, all and singular the obligations, terms, covenants, conditions and warranties of the Loan Agreement, Note, Mortgage and the Leases on the part of Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge same; to enforce or secure in the name of the Assignee the performance of each and every material obligation, term, covenant, condition and agreement in each of the Leases by any obligor thereof to be

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performed; to 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 or any obligor thereunder, and, upon request by Assignee, will do so in the name and behalf of Assignee but at the expense of Assignor, and to pay all reasonable costs and expenses of Assignee, including attorneys' fees in a reasonable sum in any action or proceeding in which Assignee may appear.

(iii) That Assignor shall not receive or collect any of the Rents for a period of more than one month in advance (whether in cash or by promissory note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents other than to Assignee; shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the Rents thereunder, in the manner and at the place and time specified therein; shall not cancel, terminate or consent to any surrender of any of the Leases or guaranties thereof, nor modify or in any way alter the terms thereof without, in each such instance enumerated in this paragraph, the prior written consent of Assignee if such consent is required under the Loan Agreement.

(iv) That in the event any representation or warranty herein of Assignor shall be found to be untrue in any material aspect, or Assignor shall fail to observe or perform any obligation, term, covenant, condition or warranty herein and such failure continues for a period of 30 days after written notice from Assignee, then, in each such instance, the same shall constitute and be deemed to be an "Event of Default" under the Note and the Mortgage, hereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable, and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

(v) That the acceptance by Assignee of this Collateral Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Mortgaged Property by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Mortgaged Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any obligor thereunder and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corpora-

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tion in or about the Mortgaged Property except as shall result solely from the gross negligence or willful misconduct of the Assignee; and that the collection of said Rents and application as aforesaid or the entry upon and taking possession of the Mortgaged Property shall not cure or waive, modify or affect any notice of any Event of Default under the Note or the Mortgage so as to 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 the collection and application aforesaid of the Rents may have cured for the time the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default whether of the same or a different nature.

(vi) That Assignor hereby agrees, except as shall result solely from the gross negligence or willful misconduct of Assignee, to indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense which Assignee may or might incur by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any of the Leases more than one month in advance of the due date thereof (except with respect to such prepayments disclosed in the Lease). Should Assignee incur any such liability, loss, damage or expense on the basis of the foregoing, the amount thereof (including reasonable attorneys' fees) shall be payable by Assignor within thirty (30) days after written demand, shall bear interest (at the "Default Rate" specified in the Note from the date Assignor shall fail in the timely payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

(vii) That until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to Assignee executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment.

(viii) That each tenant under each Lease shall, at the option of the Assignee, agree to attorn to the Assignee or to any other person succeeding to the interest of landlord as a result of any enforcement by Assignee of any remedy provided by law or under the Mortgage upon an Event of Default under the Mortgage, and shall agree to recognize the Assignee or such successor in interest as landlord under such Lease

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without change in the amount of rent or other provisions thereof; provided, however, that the Assignee or other successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment of or modification to any Lease made without the consent of the Assignee or other successor in interest, except to the extent disclosed in such Lease. Each tenant, upon request by Assignee or other successor in interest, shall execute and deliver an instrument or instruments confirming such agreements and attornment in exchange for a customary non-disturbance covenant from Assignee.

10. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver by Assignee of any of its rights and remedies hereunder, under the Loan Agreement, Note, Mortgage, Loan Documents or under applicable law. The right of Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder or under the Loan Agreement, Note, Mortgage or Loan Documents.

11. Upon payment in full of all of the indebtedness secured by the Mortgage or hereunder, this Assignment shall become and be void and of no further effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute prima facia evidence that the indebtedness secured hereby has not been paid in full, thereby not causing a termination of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon.

12. All notices permitted or required pursuant to this Assignment shall be in writing and shall be deemed to have been properly given (i) if served in person; (ii) on the third (3rd) Business Day following the day such notice is deposited in any post office station or letter-box if mailed by certified or registered mail, return receipt requested, postage prepaid, or (iii) on the first (1st) Business Day following the day such notice is delivered to the carrier if sent by Federal Express or other nationally recognized overnight delivery, if addressed to the party to whom such notice is intended as set forth below (or to such other address as such party hereto shall direct by like written notice):

(a) Notices to Assignor:

River Forest Town Center Limited Partnership
c/o Chitown Development, Ltd.
9933 North Lawler Avenue
Suite 516
Skokie, Illinois 60067
Attn: Seymour Taxman

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with a copy to:

Keck Mahin & Cate
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173
Attn: William J. Mitchell

or to Lender at:

LaSalle National Bank
120 South LaSalle Street
Chicago, Illinois 60603
Attention: John C. Hein

with a copy to:

Katten Muchin & Zavis
525 West Monroe, Suite 1600
Chicago, Illinois 60661
Attention: Marcia W. Sullivan

or to either party at such other addresses as such party may designate in a written notice to the other party given in the manner specified herein. "Business Day" shall mean any day other than Saturday, Sunday or any other day on which national banks in Chicago, Illinois are not open for business.

13. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, subtenants and assigns of same, and all occupants and subsequent owners of the Mortgaged Property, and all subsequent holders of the Loan Agreement, Note and Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

14. The rights and remedies of Assignee under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Assignee under the Mortgage. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Mortgage, the provisions contained in the Mortgage shall govern and control.

15. In the event one or more of the provisions contained in this Assignment or in the Loan Agreement, Note, Mortgage or any of the Loan Documents shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of the Assignee, not affect any other provision of this Assignment, the Loan Agreement, Note, Mortgage or any of the Loan Documents and this Assignment, the Loan Agreement, Note, Mortgage or any of the

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Loan Documents shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein. This Assignment shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Illinois, without giving effect to any contrary conflict-of-law rules and principles of such State.

16. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

17. This instrument is executed by 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, in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed by Lender and by every person now or hereafter claiming any right or security hereunder that nothing contained herein shall be construed as creating any liability on said Trustee in its individual capacity personally to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any person or entity executing the Note, the Mortgage or this Assignment.

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IN WITNESS WHEREOF, this Assignment has been duly executed the day and year first above written.

RIVER FOREST TOWN CENTER LIMITED
PARTNERSHIP, an Illinois limited
partnership

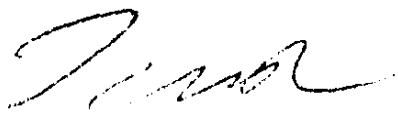
By: Chitown Development, Ltd.,
an Illinois corporation

By: 
Seymour Taxman, President

Its only general partner.

COLE TAYLOR BANK, not personally,
but solely as Trustee as aforesaid

By: 
Its Vice President

Attest: 
TRUST OFFICER

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JACKLIN ISHA, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARTIN S. EDWARDS, Vice President of COLE TAYLOR BANK, an Illinois state bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said COLE TAYLOR BANK, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 12th day of May, 1994.

[Handwritten Signature]
Notary Public

(S E A L)

My Commission Expires:



Notary Public, Cook County Clerk's Office

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EXHIBIT A
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A TRACT OF LAND COMPRISED OF THE WEST TWO-THIRDS OF LOT 6, THAT PART OF THE EAST TWO-THIRDS OF LOT 7 WHICH LIES EAST OF THE EAST LINE OF VACATED GARDEN STREET, THE WEST ONE-THIRD OF LOT 7, LOTS 8, 9, 10 AND 11, LOTS 12 TO 22, BOTH INCLUSIVE, ALL IN BLOCK 1 IN HARLEM-QUICK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH LOTS 1 TO 5 INCLUSIVE, IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST ONE-THIRD OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; AND ALSO, A 10.00 FOOT WIDE STRIP OF LAND LYING SOUTH OF AND ADJACENT TO AFOREMENTIONED LOTS 12 TO 22, BEING THAT PART OF CENTRAL AVENUE HERETOFORE VACATED BY ORDINANCE NUMBER 2572, PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST ON NOVEMBER 23, 1993, TOGETHER WITH THOSE PARTS OF GARDEN STREET VACATED BY ORDINANCE PASSED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF RIVER FOREST MAY 17, 1948, AND BY SAID ORDINANCE NUMBER 2572, PASSED NOVEMBER 23, 1993;

EXCEPTING FROM SAID TRACT THE FOLLOWING PARCEL:

THAT PART OF LOT 11 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 11;

THENCE EAST 28.15 FEET TO A POINT;

THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE, 39.79 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11, SAID POINT BEING 27.50 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 11;

THENCE NORTH 27.50 FEET TO THE POINT OF BEGINNING;

ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCELS 1 TO 9 (TAKEN AS A TRACT) FOR ACCESS FOR THE EXCLUSIVE USE OF VEHICULAR TRAFFIC SERVING PARCELS 1 TO 9 TO INSTALL AND MAINTAIN A SCISSIONS LIFT THEREIN TO AND CONSTRUCT, INSTALL, MAINTAIN, REPAIR AND OPERATE A MOUNTABLE CURB, STRIPING OR OTHER RELATED FACILITIES AS CREATED BY GRANT OF EASEMENT DATE NOVEMBER 23, 1993 AND RECORDED APRIL 8, 1994 AS DOCUMENT NUMBER 94319784 FROM THE VILLAGE OF RIVER FOREST TO RIVER FOREST TOWN CENTER LIMITED PARTNERSHIP ON, UPON, OVER, THROUGH, ACROSS OR UNDER A STRIP OF LAND DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT BEING 10.00 FEET SOUTH OF THE POINT FORMED BY THE INTERSECTION OF THE EASTLINE OF BONNIE BRAE AND THE NORTH LINE OF CENTRAL AVENUE; THENCE SOUTH ALONG SAID EAST LINE OF BONNIE BRAE EXTENDED, A DISTANCE OF 16.00 FEET; THENCE EAST ALONG A LINE PARALLEL TO THE NORTH LINE OF CENTRAL AVENUE A DISTANCE OF 536.75 FEET; THENCE NORTH ALONG A LINE BEING THE WEST LINE OF HARLEM AVENUE EXTENDED, A DISTANCE OF 16.00 FEET; THENCE WEST ALONG A LINE BEING THE NORTH LINE OF CENTRAL AVENUE, A DISTANCE OF 536.75 FEET TO THE POINT OF BEGINNING.

COOK DEPT-01 RECORDING

\$53.50

T#9999 TRAN 3914 05/24/94 14:39:00

\$0384 + DW # -94-462580

COOK COUNTY RECORDER

94319784

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:

Seth R. Madorsky, Esq.
Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60661-3693

Permanent Real Index Number:

15-12-222-020; 15-12-222-003; 15-12-222-001; 15-12-222-004
15-12-222-005; 15-12-222-023; 15-11-222-002

Address for the Mortgaged Property:

AFTER RECORDING THIS INSTRUMENT
SHOULD BE RETURNED TO:

Seth R. Madorsky, Esq.
Katten Muchin & Zavis
525 West Monroe Street
Suite 1600
Chicago, Illinois 60661-3693



Property of Cook County Clerk's Office

9190000