

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT made as of this 15th day of June, 1994, by CENTERPOINT PROPERTIES CORPORATION, a Maryland corporation (herein, whether one or more, and if more than one, jointly and severally, called the "Assignor") to GENERAL ELECTRIC CAPITAL CORPORATION (herein called the "Assignee").

WITNESSETH, THAT:

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor (i) in and to all of the rents, issues and profits of and from the Premises described in Exhibit A attached hereto and made a part hereof (herein called the "Premises") and (ii) in and to all leases (herein generally called "Leases") now or hereafter existing on all or any part of the Premises.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the said Leases and in and to the right to the use and possession of the Premises, including any and all of the rents, issues, profits, payments and avails now due or which may hereafter become due under and by virtue of any Lease whether written or oral, or any letting of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises for the purpose of securing:

THIS INSTRUMENT WAS PREPARED BY: + Mac R

Steven H. Blumenthal
Rosenthal and Schanfield
55 East Monroe, 46th Floor
Chicago, Illinois 60603

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COOK COUNTY CLERK

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(a) Payment of the indebtedness evidenced by that certain note (herein called the "Note") in the principal sum of THIRTY-SIX MILLION SEVEN HUNDRED THOUSAND DOLLARS (\$36,700,000) and any extensions, modifications or renewals thereof, executed by Assignor, and dated June 15, 1994, payable to the order of Assignee, and secured by a Mortgage and/or Deed of Trust (herein generally called the "Mortgage") of the same date, to Assignee and/or the Trustee therein named upon the Premises, and filed for record in the proper office of the county and state where the Premises are located on 9-8-94, as Document No. 94787576, or in Book _____, Page _____; which Mortgage and Note are held by or for the benefit of the Assignee.

(b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Mortgage contained.

(c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Mortgage contained.

(d) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor in that certain Loan Agreement bearing even date herewith (herein called the "Loan Agreement") between Assignor and Assignee.

2. Assignor represents and agrees that (a) Assignor is the lessor under the Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Leases are not in default; (c) Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time during the life of these presents be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except subject to this Assignment; and (e) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interest, powers and/or authorities herein granted and conferred.

3. Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish

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any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises, including, without limitation, specific assignments of any lease or agreement relating to the use or occupancy of the Premises or any part thereof now or hereafter in effect as may be necessary or desirable, in the opinion of Assignee.

4. This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage and/or the Note.

5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power and/or authority are herein granted it; and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under said Leases or other agreement with respect to the Premises.

6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8. The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage for which this Assignment of Rents and Leases is given as additional security.

9. It is understood that the assignment of said Leases and of the rents, issues and profits of and from the Premises as effected hereby is an absolute assignment which is effective as at the date hereof and, upon demand by Assignee to the lessee under any said Leases or to any person liable for any of the rents issues, profits and other payments of and from the Premises or any part thereof, such lessee or person liable for any of such rents, issues, payments and profits shall, and is hereby authorized and directed to, pay to or upon the order of Assignee, and without inquiry of any nature, all rents then owing or thereafter accruing, or other payments required to be made, under said Leases or any other instrument or agreement, oral or

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written, giving rise to an obligation to pay rents, issues, profits or other payments in connection with the Premises.

10. So long as there shall exist no Event of Default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in the Note or Mortgage contained, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the rents, issues, payments and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such rents, issues, payments and profits from the Premises and the said Leases and to retain and enjoy the same; provided that notwithstanding the provisions of this Section 10, all lessees under said Leases and all other persons liable for rents, issues, payments and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same is made in compliance with this Section 10.

11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Mortgage, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or Mortgage contained, and the expiration of any period of grace, if any, with respect to any such default as provided for in the Note or Mortgage contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, in its own name or the name of Assignor, the Assignee may make, cancel, enforce or modify Leases, fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, sue for or otherwise collect or reserve any and all rents, issues, payments and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's rights hereunder or under the Note or Mortgage; and any and all amounts expended by Assignee in connection with the foregoing shall constitute so

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much additional indebtedness secured hereby. Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises, the collection of rents, issues, payments and profits, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note or Mortgage.

12. Any tenants or occupants of any part of the Premises are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals or other payments collected under this Assignment of Rents and Leases shall be drawn to the exclusive order of the Assignee.

13. 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 the said Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by a lessee or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, invitee, employee or stranger.

14. The Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under said 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 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 said Leases. Should the Assignee

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incur any such liability, loss or damage under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do the Assignee may declare all sums secured hereby immediately due and payable.

15. The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Leases and the Assignee assumes no responsibility or liability for any security so deposited.

16. Except as specifically permitted in the Loan Agreement, Assignor will not modify, change, alter, supplement, amend, surrender or accept surrender of any said Leases without Assignee's prior written consent.

17. Assignor has not, and will not, accept rent in advance under any Leases or other agreement of all or any part of the Premises excepting only monthly rents for current months which may be paid in advance.

18. Assignor shall cause this Assignment, at Assignor's sole cost and expense, to be recorded and filed and rerecorded and refiled in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises.

19. Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall be and become void and of no effect.

20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally (and in the case of a land trust assignor, the trust beneficiaries), and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein who shall have, hold and enjoy all of the rights, powers

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and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Rents and Leases as of the day, month and year first above written.

CENTERPOINT PROPERTIES CORPORATION

By: [Signature]

Name: Paul S. Fisher

Title: CEO

ATTEST:

By: [Signature]

Name: Deborah G. Walker

Title: Secretary

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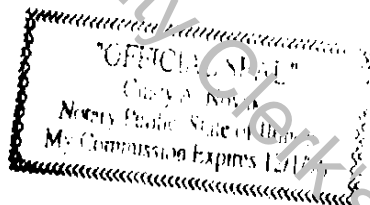
STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Carol A. Bank, a Notary Public in and for the County and State aforesaid, do hereby certify that John J. Bank Vice President of CENTERPOINT PROPERTIES CORPORATION ("Bank"), a John J. Bank Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian for the corporate seal of said Bank, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 11th day of September, 1994.

Carol A. Bank
Notary Public

My Commission Expires:
12/1/96



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5990 TOUHY, COOK COUNTY

P.I.N. 10-29-402-032

PARCEL 5:

LOT 12 (EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, SAINT PAUL AND PACIFIC RAILROAD) AND LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART OF SAID LOTS 12 AND 13 BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13, A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 22 DEGREES 07 MINUTES 30 SECONDS EAST ON SAID WESTERLY LINE 68.33 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH ON SAID EAST LINE 432.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 6:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 5 AS SET FORTH IN DECLARATION DATED MAY 30, 1978 AND RECORDED JUNE 7, 1978 AS DOCUMENT NUMBER 24480801, AND AS CREATED BY DEED FROM THOMAS INTERNATIONAL CORPORATION TO THOMAS SCHROEDER DATED JUNE 9, 1978 AND RECORDED JUNE 12, 1978 AS DOCUMENT NUMBER 24486750, FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 24 FEET IN WIDTH LYING 12 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID STRIP OF LAND BEING A PART OF LOT 12 (EXCEPT THAT PART THEREOF LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) AND THAT PART OF LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET TO A POINT OF BEGINNING OF THE CENTER LINE OF SAID 24 FOOT STRIP OF LAND, TO WIT: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13 A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE, SAID POINT BEING THE TERMINATION OF SAID CENTER LINE OF SAID 24 FOOT STRIP OF LAND AND SAID POINT BEING NORTH 22 DEGREES 07 MINUTES 30 SECONDS WEST 68.33 FEET FROM THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF LEHIGH AVENUE WITH THE EAST LINE OF SAID LOT 13 (EXCEPT THAT PART FALLING IN PARCEL 1) IN COOK COUNTY, ILLINOIS

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