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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") made this 11th day of September, 1994, by FIRST BANK AND TRUST COMPANY OF ILLINOIS, as Trustee under Trust Agreement dated August 19, 1994 and known as Trust No. 10-1859 ("Trustee") and BCD Partnership, an Illinois general partnership ("BCD") (Trustee and BCD are sometimes hereinafter collectively referred to as "Assignor"), to FIRST BANK AND TRUST COMPANY OF ILLINOIS, a state chartered bank, 300 East Northwest Highway, Palatine, Illinois 60067 (hereinafter referred to as "Assignee").

RECITALS:

WHEREAS, Assignor and Assignee are parties to a mortgage note in the original principal amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) of even date herewith (the "Note") pursuant to which Assignee has loaned to Assignor, the principal amount of One Million Two Hundred Thousand and No/100 Dollars (\$1,200,000.00) (the "Loan") on the terms and conditions set forth in the Note and for the purposes set forth therein; and

WHEREAS, payment of the Note is secured by, among other things, a commercial mortgage of even date herewith (the "Mortgage") from Trustee covering the real estate described therein as well as other security; and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the performance by Assignee of its obligations under the Note and Mortgage.

AGREEMENT:

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein, and for other good and valuable consideration, Assignor agrees as follows:

FOR VALUE RECEIVED, assignor hereby grants, transfers and assigns to Assignee, its successors and assigns, all right, title and interest of Assignor in and under all leases now or hereafter affecting the real property (hereinafter referred to as the "Property"), located at 562 Lincoln Avenue, Winnetka, Cook County, State of Illinois, more particularly described on Exhibit A attached hereto, together with all guarantees of tenant's performance under the leases, and Assignor hereby gives to and confers upon Assignee the right, power and authority, during the continuance of this Assignment, to collect and receive the rents, deposits, issues and profits of the Property, reserving unto Assignor the license, prior to the occurrence of an event of default under the Mortgage or other event of default as stated in paragraph 10 hereof, to collect and receive such rents, deposits, issues and profits as they may become due and payable. All rents, issues, deposits or profits receivable from or in respect to the Property which Assignor shall be permitted to collect hereunder shall be received by it to pay the usual and reasonable operating expenses of, and the taxes and assessments upon, the Property and the sums owing to Assignee as they become due and payable as provided in the Mortgage or the Note and any modification, extension or renewal of either.

In connection with and as part of the foregoing assignment, Assignor hereby agrees as follows:

1. Performance and Enforcement of Leases. Assignor will promptly perform and observe all terms, covenants and conditions required to be performed and observed by it, as landlord under the leases and will do all things necessary to preserve and keep unimpaired its rights thereunder and will maintain the leases in full force and effect and will enforce the same and will take such action to that end as Assignee may request.

BOX 333-CT1

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1994 SEP 28 PM 2:20
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75 20 402-02 COW
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2. No Other Liens. Assignor will not create or permit any lien, charge or encumbrance upon its interest as landlord of the leases except the lien of this Assignment.

3. Copies to Assignee. Assignor will promptly cause a copy of each notice, report, demand, request or other document or instrument received by it from the tenant of any of the leases to be delivered to Assignee in writing specifying any default claimed to have been made by it as landlord under the provisions of the leases.

4. Advance Rents. Assignor will not, without the written consent of Assignee, collect or permit the collection of any rental payment under any of the leases for a period of more than one month in advance of the date on which such payment is due.

5. Protection of Leases. Assignor will not, without the prior written consent of Assignee, with respect to the leases:

- a. Cancel or terminate, or consent to any cancellation, termination or surrender or permit any event to occur that would entitle the tenant to terminate or cancel any of the leases;
- b. Amend or modify any of the leases;
- c. Waive any default under or breach of any of the leases; or,
- d. Give any consent, waiver or approval that would impair Assignor's interest in any of the leases.

6. Defaults under Leases. Assignor will promptly notify Assignee of the occurrence of any default under any of the leases and will not, without the prior written consent of Assignee, commence any summary proceedings or other action or proceeding to recover possession of the premises leased, except in the case of default in payment of the rent reserved therein. Assignor will promptly notify Assignee of any notice of default tendered to Assignor by any tenant. The Assignee may (but shall be under no obligation to) cure or remedy the Assignor's default within the time permitted the Assignor to do so. Although it is the intention of the parties that the assignment discussed herein shall be a present, absolute assignment, it is expressly understood and agreed that Assignee shall not exercise any of the rights or powers conferred upon it by this Assignment until an Event of Default shall have occurred.

7. Assignment of Tenant's Interests. Assignor will not consent to the assignment or mortgaging by the tenant of any of its interest in any lease, except in accordance with the provisions of such lease.

8. Approval of Leases. All leases shall be submitted to Assignee for its prior written approval to execution. Any standard lease form to be used by Assignor shall be submitted to Assignee for its prior written approval. No leases may be modified or amended if an event of default has occurred and is continuing under the Mortgage or the Note. Any such attempted modification or amendment shall be of no force and effect.

9. Direct Payment to Assignee. In the event of any default hereunder and the exercise by Assignee of its rights hereby granted, Assignor agrees that payments made by tenants or occupants to Assignee shall, as to such tenants, be considered as though made to Assignor and in discharge of tenants' obligations as such to Assignor. Nothing herein contained shall be construed as obligating Assignee to perform any of Assignor's covenants under any lease or rental arrangement including but not limited to Assignee's obligations to repair and/or maintain the demised premises. Assignor shall execute and deliver to Assignee upon demand any further or supplemental assignments necessary to effectuate the intentions of this paragraph.

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10. Default. Upon the occurrence of any default under the Mortgage or the Note or upon the breach of any agreement or covenant contained herein or if Assignee has reason to believe in good faith and in the exercise of reasonable judgment that such a default or breach is likely to occur (each of which is referred to herein as an "Event of Default"), Assignee may, at its option, without demand or notice and at any time, revoke the license reserved by Assignor and thereupon become immediately entitled to all of the rents, deposits, issues, and profits of the Property whether or not Assignee elects to take possession of the Property. Assignee shall, however, have the right, at its election, either in person, by agent, or by a receiver to be appointed by a court, and without regard for the adequacy of any security for the obligations of Assignor to Assignee, to enter upon and take possession of the Property, or any part thereof, and let the Property, or any part thereof, making therefore such alterations as it finds necessary, in its own name sue for or otherwise collect such rents, deposits, issues, and profits including those past due and unpaid and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, to the reduction of assignor's indebtedness to Assignee under this Assignment or the Mortgage or the Note, in such order as Assignee may determine, and terminate in any law lawful manner any tenancy or occupancy of the Property, or any part thereof, exercising with respect thereto any right or option available to Assignor. From and after the occurrence of an Event of Default, if any owner of the Property shall occupy the Property, or any part thereof, such owner shall pay to Assignee in advance on the first day of each month a reasonable rental for the space so occupied, and upon failure to do so Assignee shall have the right to remove such owner from the Property, or any part thereof, by any appropriate action or proceeding.

11. Defaults Not Cured by Assignee's Possession. The entering upon and taking possession of the Property, the collection of such rents, issues and profits, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default under this Assignment or the Mortgage or invalidate any act done pursuant to such notice, or affect the revocation of Assignor's license to collect the rents, deposits, issues, and profits.

12. Default under Mortgage. All obligations arising under this Assignment shall become immediately due and payable upon the occurrence of any default under the Mortgage or the Note.

13. Indemnity. Assignor hereby indemnifies and holds harmless Assignee from and against all loss, cost or liability of every nature whatsoever suffered or incurred by Assignee in exercising, performing, enforcing or protecting its rights, titles or interests set forth herein.

14. Termination. Assignee agrees that upon the payment in full of all obligations secured by the Mortgage, as evidenced by the recording of a release of mortgage with respect to the Mortgage without the recording of another mortgage in favor of Assignee affecting the Property, this Assignment shall be null and void and of no further effect.

15. Headings. The headings to the various paragraphs of this Assignment have been inserted for convenience reference only and shall not be used to construe this Assignment.

16. Applicable Law. The interpretation and enforcement of this Assignment shall be governed according to the law of the State of Illinois.

17. WAIVER OF JURY TRIAL. ASSIGNOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS ASSIGNMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY MADE BY

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11/20/2011

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ASSIGNOR AND ASSIGNOR ACKNOWLEDGES THAT NEITHER ASSIGNEE NOR ANY PERSON ACTING ON BEHALF OF ASSIGNEE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT.

18. Trustee's Exculpation. This Assignment is executed by First Bank and Trust Company of Illinois, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by the named bank as trust company, are undertaken by it solely as trustee under the trust agreement, and not individually, and no personal liability shall be asserted or be enforceable against said named bank or trust company by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this Assignment.

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

ASSIGNOR

FIRST BANK AND TRUST COMPANY OF ILLINOIS,
as Trustee as aforesaid

By: [Signature]
Its: President

BCD PARTNERSHIP, an Illinois general partnership

By: [Signature]
Its: General Partner

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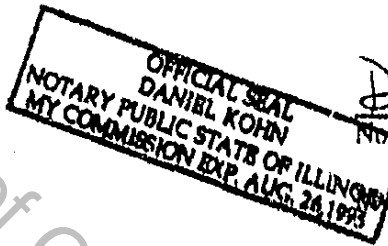
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the Undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael Bunker, the Trustee of FIRST BANK AND TRUST COMPANY OF ILLINOIS, not personally, but solely as Trustee under Trust Agreement dated August 19, 1994 known as Trust No. 10-1859, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth and that the delivery of this Assignment of Leases and Rents has been duly authorized and constitutes a valid and binding act of the corporation.

GIVEN under my hand and Notarial Seal, this 11th day of September, 1994.

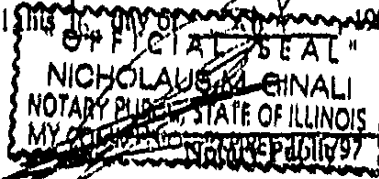


Daniel Kohn
Notary Public
Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nick Cinali, a Notary Public in and for said County, in the State aforesaid, do hereby certify that BARRIE T. HEATH, General Partner of BCD Partnership, an Illinois General Partnership, and _____, General Partner of said Partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such General Partners, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as such General Partners of said Partnership, as their own free and voluntary act and as the free and voluntary act of the Partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 16th day of September, 1994.



My Commission Expires: _____

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EXHIBIT A

PARCEL 1: LOT 15 (EXCEPT THAT PART LYING WEST OF LINE 50 FEET NORTHEASTERLY OF AND PARALLEL WITH EASTERLY LINE OF CHICAGO AND NORTHWESTERN RAILROAD COMPANY RIGHT OF WAY) IN BLOCK 13 IN WINNETKA PARK BLUFFS BEING A SUBDIVISION BY WILLIAM CAIRNDUFF OF PARTS OF SECTIONS 16, 17, 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2: LOT 11 (EXCEPT WESTERLY 40 FEET THEREOF) IN BLOCK 12 IN PARK ADDITION TO WINNETKA SUBDIVISION BY WILLIAM H. CAIRNDUFF OF PART OF SECTIONS 16, 17, 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 3: THE SOUTH 5 FEET OF LOT 6 IN LEWIS D. WEBSTERS RESUBDIVISION OF BLOCK 11 (EXCEPT THE NORTH 75 FEET THEREOF) AND OF LOTS 6, 8, 9 AND 10 IN BLOCK 12 IN PARK ADDITION TO WINNETKA AFORESAID, ALL IN CONTAINED IN COOK COUNTY, ILLINOIS

P.I.N. NOS. 05-20-203-013
05-20-203-014
05-20-203-016

Property Address: 562 Lincoln Avenue
Winnetka, IL 60093

This Instrument was prepared by and,
after recording, return to:

Horwood, Marcus & Braun Chtd.
333 West Wacker Drive, Suite #2800
Chicago, IL 60606
Attn: Daniel Kohn, Esq.

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EXHIBIT B

1. Lease dated by and between BCD Partnership and Caladonian.

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