

750038 of 8/3/05

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING MAIL TO: LORRAINE STRAKA CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO Commercial Loan Department 1350 East Sibley Boulevard Dolton, IL 60419

COOK COUNTY, ILLINOIS FILED FOR RECORD

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Box 44 CTI

ABSOLUTE ASSIGNMENT OF RENTS AND OF LANDLORD'S INTEREST IN LEASES

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THIS ABSOLUTE ASSIGNMENT OF RENTS AND OF LANDLORD'S INTEREST IN LEASES (this "Agreement") is given as of July 18th 1994 by American National Bank and Trust\* ("Borrower"), whose address is 155 Revere Drive, Northbrook Illinois 60062-1587 to CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a federal savings and loan association ("Lender"), whose address is 1350 East Sibley Boulevard, Dolton, Illinois 60419. \*Company of Chicago, as Successor Trustee to First Chicago Trust Corporation of Illinois, as Trustee under Trust Agreement dated September 18, 1982 and known as Trust Number 25-5373 RECITALS:

THIS AGREEMENT is entered into on the basis of the following facts, understandings and intentions of the parties:

- A. Borrower has executed and delivered to Lender a Mortgage and Security Agreement of even date and recorded concurrently herewith in the Official Records of the County of Cook, State of Illinois (the "Security Instrument") which Security Instrument secures a certain Promissory Note executed by Borrower in the principal sum of \$635,000.00, together with interest thereon (the "Note"). The property encumbered by the Security Instrument is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").
B. Borrower desires to assign to Lender as a present absolute assignment all of Borrower's rights, title and interest in and to those certain leases listed and identified on the Schedule of Leases attached as Exhibit B hereto and incorporated herein by reference between Borrower (or Borrower's predecessors in interest) as landlord and the tenants named in the Schedule of Leases, and all other leases, tenancy agreements, and other occupancy agreements entered into by Borrower, or covering all or any part of the Property, together with all extensions, renewals, modifications and replacements thereof (all such leases, tenancy agreements, rental agreements, occupancy agreements and other similar agreements are referred to herein collectively as the "Leases" and all tenants, occupants, lessees, or similar parties thereunder are referred to herein collectively as the "Tenants") for the purpose of relinquishing to Lender all of Borrower's right to collect and enjoy the rents, royalties, security deposits, issues, profits, income and other benefits at any time accruing by virtue of any of such Leases.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, Borrower does hereby grant, sell, transfer, assign and convey to Lender, its successors and assigns, all Leases, recorded or unrecorded, together with all rents, royalties, security deposits, issues, profits and income thereunder and all of the other benefits under the Leases (and the right to collect the same, whether now due, or which hereafter become due or to which Borrower may now or shall hereafter become entitled), arising or issuing from or out of the Leases, or from or out of the Property, or any part thereof, together with any and all rights which Borrower may have against the Tenants, or any of them, and any and all security interests now or hereafter held by Borrower pursuant to any of the Leases covering any property of the Tenants under the Leases (hereafter collectively referred to as the "Rents and Profits"), Borrower retaining, however, a revocable license, as hereinafter provided in Paragraph 2 below, to collect the Rents and Profits and enforce the Leases.

BORROWER HEREBY COVENANTS AND AGREES WITH LENDER AS FOLLOWS:

- 1. Assignment. This Agreement is not an assignment for security purposes, nor a pledge of rents for additional security, but an outright, immediate and absolute assignment of the Borrower's interest in the Leases and the Rents and Profits.
2. Payment of Rents to Lender; License in Borrower to Collect Rents and Profits.
(a) Payment of Rents to Lender. Borrower expressly authorizes all Tenants to pay to Lender, or its nominees, agents or order, all sums due, or to become due, under the Leases, and Lender is hereby authorized to give, for and on behalf of Borrower, full receipt and acquittance for any payments so made. Without any requirement to give notice of any kind or character, this Agreement shall constitute an automatic, present, full and unconditional direction and authority to each Tenant under each Lease to pay all rents and profits to Lender, or such agents, nominees or order as designated by Lender in writing, without proof of the defaults relied upon by Lender. Borrower hereby irrevocably authorizes each Tenant to rely upon and comply with any notice or demand which may be given by Lender or such payment of Rents and Profits due or to become due as herein specified without liability on the part of the Tenant for determining the validity or propriety of Lender's notice or demand, and notwithstanding any claim by Borrower that such notice or demand is invalid or improper, Borrower will have no claim against the Tenant for any Rents and Profits paid by such Tenant to Lender.
(b) License in Borrower to Collect Rents and Profits. Notwithstanding that this Agreement is a present, absolute and executed assignment of the Rents and Profits, and a present, absolute and executed grant to Lender of the powers herein specified, Lender confers upon Borrower a revocable license to collect and retain the Rents as they become due and payable, subject, however, to the right of Lender to revoke such authority and license at any time in its sole and absolute discretion, upon ten (10) days notice to Borrower, upon and after default by Borrower under this Agreement, the Note, the Security Instrument or any other loan document connected with the loan evidenced by the Note (the "Loan Document" or, if more than one, the "Loan Documents"). Any Rents or Profits received by Borrower in violation of the terms of this Assignment shall be held by Borrower as trustee for the benefit of Lender and all such amounts shall be accounted for to Lender and shall not be commingled with any other funds of Borrower.
(c) Conflicts with Security Instrument. The provisions of this Paragraph 2 of this Agreement shall prevail over any inconsistent provisions set forth in the Security Instrument or other Loan Documents.
3. Warranties of Borrower. Borrower warrants, represents and covenants as to each Lease now or hereafter covering all or any part of the Property as follows:
(a) Lease in Full Force and Effect. To the best of Borrower's knowledge each Lease is in full force and effect, valid and enforceable in accordance with its terms and has not been modified, amended or altered, whether in writing or orally;
(b) No Default. To the best of Borrower's knowledge no default exists on the part of the Tenant or Borrower thereunder;

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- (c) **Limitation on Advance Collection of Rent.** No rent has been collected more than one (1) month in advance;
- (d) **No Previous Assignment of Lease.** No Lease, or any interest therein, nor Rents and Profits arising therefrom, has been previously assigned or pledged;
- (e) **No Setoffs.** No Tenant has any defense, setoff or counterclaim against Borrower under any Lease;
- (f) **No Concessions Granted.** All rent due under each Lease has been collected and no concession has been granted to any Tenant in the form of a waiver, release, reduction, discount or other alteration of rent due or to become due thereunder;
- (g) **No Option to Purchase.** No Lease grants to the Tenant thereunder, or anyone else, an option to purchase any part of the Property; and
- (h) **Owner of Landlord's Interest.** Borrower is the sole owner of the entire landlord's interest in all Leases and it has not and will not perform or fail to perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under the terms, covenants and conditions of this Agreement.
- (i) **Authority of Borrower.** Borrower has full right, power and authority to assign the Leases and the Rents and Profits to Lender.
4. **Borrower's Covenants With Respect to Leases.** Borrower covenants with respect to each Lease:
- (a) **Enforcement.** Borrower shall, at Borrower's sole cost and expense, enforce (except by termination of the Leases) the performance or observance of each and every term, covenant and condition of the Leases to be performed or observed by the Tenants thereunder. Borrower shall not amend, modify, cancel, terminate or extend the term of, or enter into any damage settlement agreement in any bankruptcy or similar proceeding with respect to, any Lease, nor shall Borrower enter into any new Lease after the date hereof without the prior written consent of Lender. Borrower shall not modify or amend the terms of any guaranty of any Lease or cancel or terminate any such guaranty without the prior written consent of Lender.
- (b) **No Advance Collection of Rent.** Borrower shall not collect any Rents and Profits in advance of the date on which they become due under the terms of any Lease; nor shall Borrower discount any future accruing Rents and Profits.
- (c) **No Assignment Without Consent.** Borrower shall not consent to any assignment of any Lease, or any subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender, which consent shall not be unreasonably withheld.
- (d) **No Further Assignment; No Subordination.** Borrower shall not execute any further assignments of any of the Leases or Rents or Profits, or any interest therein, or suffer or permit any such assignment to occur by operation of law; nor shall Borrower request, consent to, agree to or accept a subordination of any Lease to any mortgage, deed of trust or other encumbrance, or any other Lease or suffer or permit conversion of any Lease to a sublease.
- (e) **Performance of Obligations; Notice; Appear and Defend.** Borrower shall faithfully perform and discharge all obligations of the landlord under the Leases, and shall give prompt written notice to Lender not later than five (5) days after Borrower's receipt of any notice of default from any Tenant or any other person, and shall furnish Lender with a complete copy of such notice. Borrower shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with any Lease.
5. **Rights of Lender.** Borrower hereby grants to Lender the following rights:
- (a) **Lender as Creditor in Debtor-Relief Proceedings.** Lender shall be deemed to be a creditor of each Tenant in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such Tenant (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein).
- (b) **Right to Assign.** Lender shall have the right to assign Borrower's right, title and interest in the Leases to any subsequent holder of the Note and Security Instrument or any participating interest therein, or to any person acquiring title to all or any part of the Property through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender.
- (c) **Right of Performance.** Lender shall have the right upon any failure of Borrower to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its interests.
- (d) **Rights Upon Default.** Upon any default by Borrower under this Agreement, or under the Note, Security Instrument or other Loan Document, and without notice (except as provided in Paragraph 2 relating to collection of Rents and Profits) or consent of Borrower, Lender shall have the right to apply the Rents and Profits and any sums recovered by Lender, pursuant to Paragraph 7 hereof.
- (e) **Lender's Rights Not Obligations.** None of the rights granted to Lender hereunder shall be construed as obligations of Lender and all such rights shall be in addition to all other rights of Lender under the Note, Security Instrument and other Loan Documents and may be exercised, if at all, concurrently or in any order or priority, as determined by Lender. If Borrower fails to make any payment or do any act as herein provided, or if Lender deems its interest hereunder or under the Security Instrument impaired, then Lender shall have the right (but not the obligation) and without notice to or demand on Borrower, and without releasing Borrower from any obligation hereunder, to do any or do the same in such manner and to such extent as Lender may deem necessary to protect Lender's rights, including, without limitation, to appear in and defend any action or proceeding purporting to affect the rights or powers of Lender, and to pay necessary costs and expenses, employ counsel and incur and pay attorney's fees and costs in connection therewith. Borrower shall indemnify, defend and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Leases, or by reason of this Agreement, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations to be performed or discharged by Lender under any Lease or this Agreement. Should Lender incur any liability, loss or damage under any Lease, or under or by reason of this Agreement, Borrower shall immediately upon demand reimburse Lender for the amount thereof, together with all costs and expenses and attorney's fees incurred by Lender. All of the foregoing sums shall bear interest until paid at the rate set forth in the Note and shall be secured by the Security Instrument and the other Loan Documents.
6. **Appointment of Receiver.** Upon any default by Borrower under this Agreement, or under the Note, Security Instrument or other Loan Document, Lender shall have the right to petition a court of competent jurisdiction to appoint a receiver of the Property. Such receiver shall have the power to collect the Rents, issues and Profits of the Property during the period of default, as well as during any further times, when Borrower, except for the intervention of such receiver, would be entitled to collect such Rents, issues and Profits, and have all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the Property in such instances. Lender may be appointed as such receiver.
7. **Payment of Property Expenses.** In addition to the rights granted to it by the Security Instrument, Lender is hereby authorized (but shall not be obligated) out of the Rents and Profits received hereunder, to pay, in such order of priority as Lender determines, all rents, taxes, assessments and charges on the Property, or any portion thereof, to insure the land, buildings and improvements located thereon, and to expend such other sums as may be in its judgment necessary or proper to defend title, or property, or use thereof, recover Rents and Profits, or otherwise exercise its rights hereunder. Lender may (but shall not be obligated to) advance funds for any of the above purposes, and any amount so paid or advanced shall be a first and prior claim on the Rents and Profits realized from the Property, and shall be repaid to Lender before any other distribution of

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the Rents and Profits. Should the Rents and Profits be insufficient to pay advances so made by Lender, any unpaid balance shall, at the option of Lender, become a part of the indebtedness secured by the Security Instrument and the other Loan Documents and shall bear interest from the date of advancement at the interest rate set forth in the Note.

8. **Application of Rents and Profits.** Any amount received or collected by Lender pursuant to this Agreement shall be applied to the following items, the priority of payment of such items to be within the sole discretion of Lender:
  - (a) **Repayment to Lender.** To the repayment to Lender of any and all amounts advanced by it or costs and expenses incurred under the terms of this Agreement, together with interest at the rate specified in the Note;
  - (b) **Payment of Taxes and Assessments.** To the payment of taxes, assessments and charges and the expense of insurance, operation, maintenance and management of, repairs to and improvements on the Property, but Lender shall not be obligated to pay any taxes, assessments or charges or to keep insurance on, operate, maintain or manage or make repairs to or improvements on the Property;
  - (c) **Payment of Expenses.** To the payment of all other reasonable and necessary expenses of the management, protection and preservation of the Property, but without obligation to manage, protect or preserve the Property; and/or
  - (d) **Payment of amounts Due Under Loan Documents.** To the payment of all amounts due or to become due under the Note, Security Instrument, or any other Loan Document, or any extension or renewal thereof, whether by way of principal, interest, or otherwise. The surplus, if any, after full payment of the above, shall be paid to Borrower.
9. **Limitation on Lender's Duties.** Nothing herein contained, or contained in the Note, Security Instrument, or any other Loan Document, shall be deemed to create any responsibility or liability on the part of Lender for rental of the Property, or any part thereof, or for collection of Rents and Profits or for the control, care, management or repair of the Property, or any portion thereof, or any personal property, or for the carrying out of any of the terms or provisions of any Lease, or for any other thing which is authorized herein or the failure to do any of the foregoing, or for any waste of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any Tenant, licensee, employee or stranger. This Agreement is a grant of rights to Lender and shall not be deemed to constitute Lender a "mortgagee in possession" or held to create any duties or liabilities in Lender, except as herein expressly set forth.
10. **Enforcement of Agreement by Lender.** Lender is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Agreement and to collect the Rents and Profits assigned hereunder.
11. **Default Under Agreement; Default Under Note and Loan Documents.** Any default by Borrower in the performance of any obligation, covenant or agreement contained herein shall constitute and be deemed to be a default under the terms of the Note, the Security Instrument and all other Loan Documents, entitling Lender to exercise any and all of the rights and remedies contained therein, including, without limitation, the right to declare all sums secured by the Security Instrument immediately due and payable.
12. **Notices.** Notwithstanding anything to the contrary herein Borrower shall not be considered to be in monetary default (i.e., default in the making of any payment under the Note, or the Security Instrument, or the Loan Documents) unless and until such monetary default is not cured within ten (10) days after written notice thereof and Borrower shall not be considered to be in non-monetary default (i.e., in the performance of any other covenant or agreement contained in the Note, or the Security Instrument, or the Loan Documents) unless and until such non-monetary default is not cured within thirty (30) days after written notice thereof.
13. **No Waiver For Failure to Act.** The failure of Lender to avail itself of any of the terms, covenants and conditions of this Agreement for any period of time, or at any time or times, shall not be construed as or deemed to be a waiver of any of its rights under the terms hereof or under the Note, Security Instrument, or any other Loan Documents.
14. **Duration of Assignment.** This Agreement, and the rights granted to and for the benefit of Lender hereunder, shall remain in full force and effect so long as the indebtedness and obligations evidenced by the Note and secured by the Security Instrument or other Loan Documents, or any extension or renewal thereof, remain unpaid or unperformed and, in the event of foreclosure proceedings and until the delivery of actual and complete possession of the Property to the grantee in such deed. Upon payment and performance in full of the indebtedness and obligations evidenced by the Note and secured by the Security Instrument or any other Loan Document, this Agreement shall terminate; however, the affidavit, letter or statement of any officer or authorized representative of Lender, showing that any part of such indebtedness remains unpaid, shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Agreement, and any person, firm or corporation may, and is hereby expressly authorized to, rely completely thereon.
15. **Remedies Cumulative.** The rights and remedies provided herein shall not be exclusive but shall in all respects be cumulative and in addition to the rights, powers, and remedies retained by Lender under the Note, Security Instrument and any other Loan Document.
16. **Successors Bound.** The terms, covenants and conditions contained herein shall run with the Property, shall inure to the benefit of and bind the parties hereto and their respective heirs, successors and assigns permitted under the Security Instrument.
17. **Severability.** If any term of this Agreement, or the application thereof to a person or circumstance, shall to any extent be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term, to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each term of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
18. **Captions.** The captions used herein are for convenience only and shall not be used in construction or interpretation of this Assignment.
19. **Notices.** All notices, demands and requests given hereunder by Borrower or Lender shall be in writing and shall be by: (a) hand delivery to the address for notices; or (b) delivery by overnight courier service to the address for notices; or (c) by certified mail, return receipt requested, addressed to the address for notices by United States mail, postage prepaid. All notices shall be deemed received upon the earliest to occur of: (i) the hand delivery of such notice to the address for notices; or (ii) one day after the deposit of such notice with any overnight courier service addressed to the address for notices; or (iii) three days after depositing the notice in the United States mail as set forth in (c) above. All notices shall be sent to the address set forth in the initial paragraph hereof or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.
20. **Present and Absolute Assignment.** This Agreement is expressly intended for the benefit and protection of Lender, and all subsequent holders of the Note and Security Instrument now held by Lender and all persons holding a participating interest therein, and Borrower understands that this Agreement is a PRESENT ABSOLUTE ASSIGNMENT OF THE RENTS AND PROFITS AND OF LANDLORD'S INTEREST IN LEASES, subject only to the revocable license granted under Paragraph 2(b) above.
21. **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement is sought.
22. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state where the Property is located.

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23. **Release of Assignment.** The recording of any valid release of the Security Instrument shall operate as a release of this Assignment in favor of the then owner of the Property; provided, however, that the recording of any valid partial release of the Security Instrument shall operate as a release of this Assignment only with respect to that portion of the Property thereby released from the Security Instrument, the term Property as used in this Assignment being deemed thereafter to refer only to that portion of the Property remaining encumbered by the Security Instrument and the term Borrower as used in this Assignment being deemed thereafter to refer only to the owner or owners of such remaining portion of the Property.
24. **Authority and Exculpation.** This Assignment is executed by American National Bank and Trust Company of Chicago, As Successor Trustee To First Chicago Trust Corporation of Illinois, not personally, but as Trustee as aforesaid ("Land Trustee"), in the exercise of the power and authority conferred upon and fixed in it as such Trustee and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on said Land Trustee as Trustee as aforesaid, or on said Land Trustee personally, or its beneficiary personally, to pay the Assignment or any interest that may accrue hereon, or any other indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right hereunder, and that so far as Land Trustee as Trustee as aforesaid, and its successors, and Land Trustee, personally, and its beneficiary personally are concerned, Lender and the Note Holder and the owner or owners of the indebtedness accruing hereunder shall look solely to any one or more of (a) the property subject to the Mortgage provided, or (b) action to enforce the personal liability of any obligor, guarantor or co-maker hereof, or (c) enforcement of any other security or collateral securing the indebtedness evidenced by this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its duly authorized officers and its corporate seal to be hereunto affixed as of the date set forth above.

American National Bank and Trust Company of Chicago, as Successor Trustee to First Chicago Trust Corporation of Illinois, as Trustee under Trust Agreement dated September 28, 1982 and known as Trust Number 25-5373

ATTEST:

By: Attestation not required by American National Bank and Trust Company of Chicago, IL, LA 15  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

By: Martha Brookins  
 Name: MARTHA ANN BROOKINS  
 Title: TRUST OFFICER

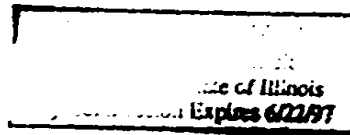
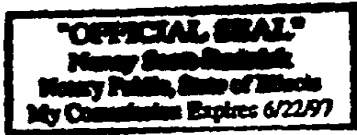
STATE OF ILLINOIS )  
 COUNTY OF COOK ) SS.

The undersigned, a Notary Public, in and for said County in the State aforesaid does hereby certify that MARTHA ANN BROOKINS, TRUST OFFICER of American National Bank and Trust Company of Chicago, IL, LA 15 thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER, and Bank (Bank), respectively, appeared before me this day 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 acts of Bank, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of August, 1993.

My Commission Expires:

Nancy Scott Rudnick  
 NOTARY PUBLIC



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Property of Cook County Clerk's Office

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OFFICIAL SEAL  
MAY 2011  
CLERK OF COOK COUNTY  
JANIS J. JACOBI

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EXHIBIT A  
Legal Description

**Commonly known as:**

155 Revere Drive  
Northbrook, IL 60062-1587

**Permanent Index Number:**

04-02-101-017

Lot 4 in the Northbrook Court Office Plaza Subdivision of part of the Northwest 1/4 of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

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