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PREPARED BY AND AFTER
RECORDING RETURN TO:
Stephen A. Malato, Esq.
Hinshaw & Culbertson
222 North LaSalle Street
Chicago, Illinois 60601

Address of Property: 8455 S. 77th Avenue
Bridgeview, Illinois

Permanent Index No.: 18-36-306-005

94086141

ABSOLUTE ASSIGNMENT OF RENTS AND LEASES
AND
SPECIFIC ASSIGNMENT OF LEASE

4/13/94

THIS ABSOLUTE ASSIGNMENT OF RENTS AND LEASES AND SPECIFIC ASSIGNMENT OF LEASE made as of the 18TH day of January, 1994, by and between FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but solely as Trustee under Trust Agreement dated November 24, 1993 and known as Trust No. 13461, 3101 W. 95th Street, Evergreen Park, Illinois 60642 (hereinafter called "Borrower"), and THE BORKOWSKI FAMILY INVESTMENT PARTNERSHIP, an Illinois general partnership (hereinafter called "Beneficiary") whose address is 8455 S. 77th Avenue, Bridgeview, Illinois 60455, and MUTUAL TRUST LIFE INSURANCE COMPANY, 1200 Jorie Boulevard, Oak Brook, Illinois, 60522-9006 (hereinafter called "Assignee"). Borrower and Beneficiary are hereinafter collectively called the "Assignor." Beneficiary owns one hundred percent (100%) of the beneficial interest in Borrower, but has no legal interest in the Premises hereafter described.

WITNESSETH:

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, grant a security interest in, set over and deliver unto Assignee all right, title and interest of Borrower and Beneficiary in, to and under the leases of the real estate described in Exhibit "A" attached

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hereto and made a part hereof ("Premises") whether now in existence or hereafter entered into, including the leases described in Exhibit "B" attached hereto and made a part hereof and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereafter called the "Leases" and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them or on account of the use of the Premises.

Pursuant to the terms and conditions of commitment issued by Assignee for the benefit of Assignor, dated October 8, 1993, as amended, Assignor agreed to absolutely assign to Assignee all right, title and interest in and to Leases.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note ("Note") of Borrower of even date herewith in the principal sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS (\$1,300,000.00), and secured by a certain Mortgage ("Mortgage") of even date herewith encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Note, Mortgage and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

Assignor covenants and agrees with Assignee as follows:

1. That the sole ownership of the entire Lessor's interest in the Leases is or shall be vested in Borrower or Beneficiary, or both of them, and that Borrower and Beneficiary

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have not, and each shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered without Assignee's consent; nor will rental be collected more than one month in advance nor any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any lessee without the prior written approval of the Assignee.

4. That there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower and/or Beneficiary claiming that a default has occurred under any of the Leases on the part of the Borrower or Beneficiary, together with a complete copy of any such notice.

6. That Assignor will not permit any Lease to become subordinate to any lien except the lien of the Mortgage and the lien of general real estate taxes.

7. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

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8. This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default has occurred under the terms and conditions of the Note, the Mortgage or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

9. In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

10. From and after the service of a Notice, Assignee shall have the right in its own name to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and to file any claim or take any other action or proceeding and make any settlement of any claims, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Borrower and/or Beneficiary pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower and/or Beneficiary in respect of all payments so made.

11. From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this

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Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, and copies of books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and power herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and/or principal and interest payments due from the Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases until the exercise of this Assignment pursuant to the Notice. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the

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Leases or any other person, 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 lessee, licensee, employee or stranger.

12. Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

13. The rights and remedies of assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, the Mortgage or any other instrument constituting security for the Note, at law or in equity.

14. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

15. All notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the above described addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail.

16. The term "Assignor," "Assignee," "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in the Assignment are used as a reference term only and shall

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apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

17. The Assignment 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 of any waiver, amendment, change, modification or discharge is sought.

18. This Assignment is executed and delivered by Borrower, 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 Borrower hereby warrants that it possesses full power and authority to execute this Assignment). No personal liability shall be asserted or enforceable against the Borrower or Beneficiary solely because or in respect of this Assignment or the making, issuance or transfer hereof, all such personal liability, if any, being expressly waived by each taker and holder hereof; but nothing herein contained shall modify or discharge the personal liability expressly assumed by the guarantors (if any) of the Note secured by this Assignment, and MUTUAL TRUST LIFE INSURANCE COMPANY and each successive holder hereof and the Note secured hereby shall accept this Assignment upon the express condition that in case of default in the payment of the Note secured by this Assignment or of any installment of principal or interest, the remedies of the holder hereof and the Note secured hereby shall be any or all of: (a) foreclosure of the Mortgage in accordance with the terms and provisions in the Mortgage set forth, (b) enforcement of this Assignment according to its terms, (c) action against any other security at any time given to secure the payment of the Note, and (d) action to enforce the personal liability of each guarantor (if any) of the payment of the Note, all at the sole discretion of the holder hereof and the Note secured hereby as aforesaid.

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IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the day and year first above written.

FIRST NATIONAL BANK OF EVERGREEN PARK, as Trustee under Trust No. 13461 and not personally

By: [Signature]
Title: Sr. Vice President & Trust officer

ATTEST:

By: [Signature]
Title: Assistant Trust Officer

THE BORKOWSKI FAMILY INVESTMENT PARTNERSHIP

By: [Signature]
Title: [Signature]
EDWARD BORKOWSKI, Co-Trustee of the JOHN S. BORKOWSKI TD GIFT TRUST FOR JASON BORKOWSKI AND JENNIFER BORKOWSKI

ATTEST:

By: _____
Title: _____

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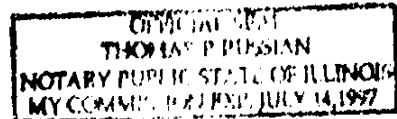
STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, THOMAS P. RUSSIAN Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that EDWARD BORKOWSKI, ^{Partner} of THE BORKOWSKI FAMILY INVESTMENT PARTNERSHIP, 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 and delivered the said instrument as HIS own free and voluntary act, and as the free and voluntary act of said Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 18TH day of January, 1994.

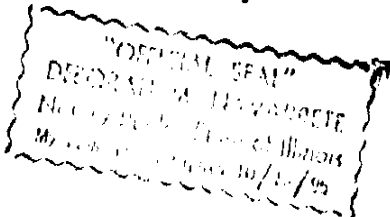
Thomas P. Russian
Notary Public

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.



I, Under signed Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Joseph J. Farrell, Sr. Vice President & Trust Officer President of FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but solely as Trustee pursuant to Trust Agreement dated November 24, 1993 and known as Trust No. 13461 and Nancy Rodighiero, Asst. Tr. Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President and Asst. Tr. Officer Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Asst. Tr. Officer Secretary did also then and there acknowledge that as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and seal this 18th day of January, 1994.



Joseph J. Farrell, Sr.
Notary Public

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EXHIBIT "A"

PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 1391.0 FEET NORTH OF THE SOUTH LINE OF SECTION 36; THENCE EAST ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE 33 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ALSO THE NORTHWEST CORNER OF PROPERTY CONVEYED TO ELIZABETH J. OLSON BY DEED RECORDED DECEMBER 10, 1965 AS DOCUMENT 19680315, THENCE NORTH ALONG A LINE 33.0 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, 400.0 FEET; THENCE EAST ALONG A LINE PERPENDICULAR TO LAST DESCRIBED COURSE TO THE WEST RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD; THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY 400.0 FEET TO THE NORTHEAST CORNER OF SAID LANDS CONVEYED TO ELIZABETH J. OLSON; THENCE WEST ALONG THE NORTH LINE OF SAID LANDS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM INDIANA HARBOR BELT RAILROAD COMPANY, A CORPORATION OF INDIANA, TO ROBERT K. WOLF DATED MAY 12, 1967 AND RECORDED JULY 20, 1967 AS DOCUMENT 20203651 FOR INGRESS AND EGRESS OVER THAT PART OF THE WEST 33 FEET OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTH LINE OF 83RD STREET AND NORTH OF THE NORTH LINE OF 87TH STREET, IN COOK COUNTY, ILLINOIS

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EXHIBIT "B"

LEASE AGREEMENTS

Lease Dated January 19, 1994 Between A.D. & J. L. L. & Co. &
Distribution System Inc, as Lessee and First National
Bank of Evanston Park (L/T no. 13461), as Lessor

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11/11/11