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COOK COUNTY, ILLINOIS
CLERK OF COURTS

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

ASSIGNMENT dated as of January 28, 1994 from Bethesda Investors Limited Partnership, an Illinois limited partnership ("Assignor") to Banc One, Chicago, NA ("Assignee").

W I T N E S S E T H

For value received, Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to that certain Lease dated Feb. 1, 1991 ("Lease") and the rentals payable thereunder between Assignor, as Landlord and Fluid Management Limited Partnership, an Illinois limited partnership, as Tenant, which said Lease demises until July 31, 2003, the premises, located at 599 South Wheeling Road, Wheeling, Illinois, and described on Exhibit A attached hereto, together with any and all extensions and renewals thereof.

It is agreed by and between the parties as follows:

1. That this Assignment is given for the purpose of securing:
 - (a) Payment of the indebtedness evidenced by that certain Note (including any extensions or renewals thereof) in the principal sum of \$850,000 made by Assignor as of January 28, 1994, payable to the order of Assignee ("Note");
 - (b) Performance and discharge of each and every obligation, covenant and agreement of Assignor herein and in all supporting and security documents applicable to or referred to in the Note (collectively "Agreement").

Document prepared by and
to be returned to:

Brian K. Doyle
Banc One Illinois Corporation
208 South LaSalle Street
Chicago, IL 60604

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2. That to protect the security of this Assignment, Assignor agrees:
- (a) To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said Lease by Assignor to be performed; at the sole cost and expense of Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said Lease by the tenant to be performed; not to cancel, modify, extend or in any way alter the terms of said Lease; not to anticipate the rents thereunder or to waive, excuse, condone or in any manner release or discharge the tenant thereunder, of or from the obligations, covenants, conditions and agreements by said tenant to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto Assignee (i) its right, power and authority to cancel, amend, modify or in any way alter the terms and provisions of said Lease, and any attempt on the part of Assignor to exercise any such right without the written authority and consent of Assignee thereto first being had and obtained shall constitute a breach of the terms hereof, entitling Assignee to declare all sums secured hereby immediately due and payable.
 - (b) At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any way connected with said Lease or the obligations, duties or liabilities of landlord or tenant thereunder, and to pay all costs and expenses of Assignee, including attorney's fees in a reasonable sum in any action or proceeding in which Assignee may appear.
 - (c) That should the Assignor fail to make any payment or to do any act as herein provided, then Assignee, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Assignee, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor in said Lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.
3. That so long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Agreement or Lease contained, Assignor shall have the right to collect upon, but not prior to accrual all rents, issues and profits from said leased premises and to retain, use and enjoy the same, subject however, to an outstanding direction by Assignor to the Tenant, for the benefit of Assignee.

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4. That upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said Agreement or Lease contained, Assignee may declare all sums secured hereby immediately due and payable and may, at its option, without notice, and with regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said leased premises or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants; and fix or modify rents, and do any acts which Assignee deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, 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, upon any indebtedness secured hereby, and in such order as Assignee may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under said Lease in this Assignment or invalidate any act done pursuant to such notice.
5. That Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under said Lease, or under or by reason of this assignment, and 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 Lease 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 Lease; should Assignee incur any such liability, loss or damage under said Lease 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 attorney's fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, Assignee may declare all sums secured hereby and under the Note immediately due and payable.
6. That upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect, but the affidavit of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby authorized to rely thereon.
7. That this Assignment applies to, inures to the benefit of and binds all parties hereto, their successors and assigns. The term "Lease" as used

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herein means the Lease hereby assigned or any extension or renewal thereof or any Lease subsequently executed by Assignor covering the demised premises above described or any part thereof.

8. That all notices, demand or documents of any kind which Assignee may be required or may desire to serve upon Assignor or Assignee shall be in accordance with the Agreement.
9. That Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under said Note but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any other security therefore owned by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

Bethesda Investors Limited Partnership,
an Illinois limited partnership

By: Fluid Management, Inc., its
Managing General Partner

By: Thomas C. Cay
Its: V.P.

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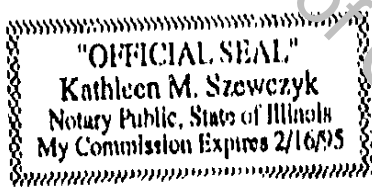
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Kathleen Szewczyk, a Notary Public in and for the state and county aforesaid DO HEREBY CERTIFY that

Deanna C. ..., V.P. appeared before me this day and acknowledged that (s)he signed the foregoing instrument as his/her free and voluntary act and in the capacity set forth in the foregoing instrument, if any, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 8th day of February, 1994.

Kathleen M. Szewczyk
Notary Public



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EXHIBIT "A"

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT NUMBER LR.1639763 AND CERTIFICATE OF CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS DOCUMENT NUMBER LR.1713481 IN COOK COUNTY, ILLINOIS

APPROVES: *599 S. Wackerley Rd*
Wackerley, IL

PN: 03-11-300-004,005

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