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ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee under Trust Agreement dated January 7, 1994 and known as Trust No. 13524 (the "Trustee") and MIDWEST ENTERPRISES, L.L.C., an Illinois limited liability company, of 15622 South 70th Court, Orland Park, Illinois 60462 (hereafter referred to as the "Beneficiary" and the Beneficiary and the Trustee are hereinafter collectively referred to as "Assignors"), in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do hereby assign, transfer and set over unto EDWARD PIERIK and ELIZABETH PIERIK (hereinafter referred to collectively as the "Assignee"), all right, title and interest of the Assignors or any of them in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession or, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which the Assignors or any of them may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively the "Leases"), relating to that certain real estate situated in the County of Cook, State of Illinois described in Schedule I attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises") including, without limiting the generality of the foregoing, all right, title and interest of the Assignors or any of them in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on that certain Secured Installment Note of the Trustee, the Beneficiary, GERT M. SEIDEL, BERND A. SEIDEL and RONALD M. DANIEL bearing even date herewith, payable to the order of the Assignee in the original principal sum of ONE MILLION FOURTEEN THOUSAND FIFTY AND 00/100 DOLLARS (\$1,014,050.00) expressed to bear interest prior to maturity at the rate per annum of eight percent (8%) (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein

MAIL TO:
 THOMAS P. RUSSIAN
 7660 W. 67th PLACE 1
 SUMMIT, IL 60501

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Handwritten initials/signature

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or in that certain Mortgage and Security Agreement of even date herewith from the Trustee to the Assignee (the "Mortgage"), (iii) the performance of all obligations, covenants, promises and agreements of the Beneficiary contained in that certain Security Agreement and Assignment Under Land Trust of even date herewith from the Beneficiary to the Assignee (the "Security Agreement"), (iv) the performance of all obligations, covenants, promises and agreements contained in any loan or other agreements setting forth terms and conditions applicable to the loan evidenced by the Note or providing collateral security therefore, and (v) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness, obligations and liabilities referred to in the foregoing clauses (i), (ii), (iii) and (iv) or any security granted in connection therewith, including this Assignment (the Note and other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii), (iv) and (v) above being hereinafter collectively referred to as the "indebtedness hereby secured").

The Assignors do hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of the Assignors with full power of substitution for the Assignors and in the Assignors' name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any lease, with full power to settle, adjust or compromise any claim thereunder as fully as the Assignors could do, and to endorse the name of the Assignors or any of them on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of the Assignors or any of them or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

The Beneficiary warrants to the Assignee that the Assignors have good right to make this Assignment and that the Assignors have not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

This Assignment includes and establishes a present absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, but so long as no event of default shall exist under the Note, the Mortgage, the Security Agreement or this Assignment and no event shall exist which by lapse of time or service of notice, or both, has or would

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become an event of default thereunder or hereunder, the Assignors shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than thirty (30) days in advance.

The Assignors hereby irrevocably consent to and authorize and direct that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of the Assignors or any of them to the contrary. The Assignors hereby waive any right or claim against any tenant or other obligor for any such rents and other sums paid by any tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the Premises and in furtherance thereof, the Assignors agree that in the event of a default under the Note, the Mortgage, the Security Agreement or this Assignment, whether before or after the Note is declared due in accordance with its terms or under the terms of the Mortgage or the Security Agreement and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take, and maintain possession of all or any part of the Premises together with all documents, books, records, papers and accounts relating thereto, and exclude the Assignors, their agents or servants, therefrom and hold, operate, manage and control the Premises, and at the expense of the Premises, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as the Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle the Assignors or any of them to cancel the same and in every such case have the right to manage and operate the Premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the

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Premises, proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing the Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of the Assignors or any of them arising thereunder or in respect thereof.

Any sums received by the Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) To the payment of all proper charges and expenses, including the just and reasonable compensation for the services of the Assignee, their attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in the Assignee's judgment to indemnify them against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) To the payment of any sum secured by a lien or encumbrance upon the Premises;

(c) To the cost of completing any improvements being constructed on or about the Premises; and

(d) To the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of such sums shall be within the sole discretion of the Assignee and nothing herein contained shall obligate the Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect so to do. The Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the Premises.

The Assignors hereby further covenant that the Assignors will upon request of the Assignee execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. The Assignors irrevocably waive any right they now or hereafter may have to offset any claim or liability owing from any of them to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

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The Assignors covenant and agree to observe and perform all of the obligations imposed on them under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease on terms and conditions less satisfactory to the lessor than are usual and customary in leases with a similar term and for similar types of space in the general market area where the Premises is located, not to further assign or encumber their rights under the Leases or their rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of the Assignee. The Assignors further covenant and agree not to amend, modify or terminate any of the Leases without the prior written consent of the Assignee, provided that unless and until an event of default or any event which with the lapse of time, the giving of notice, or both would constitute such an event of default has occurred under the terms of the Note, the Mortgage, the Security Agreement or this Assignment, the Assignors may enter into amendments and modifications to Leases which do not adversely affect the security thereof and may terminate Leases if substantially concurrent with such termination they shall have entered into a new Lease of the space which was the subject of the terminated Lease upon terms and conditions no less beneficial to them than those contained in the terminated Lease and with a lessee of at least equal creditworthiness to the terminated lessee, provided that the foregoing to the contrary notwithstanding no Lease shall be terminated if such termination would reduce the amount which any lender is then obligated to fund under any commitment issued to provide financing for the Premises. The Assignors further covenant and agree that they will, at the request of the Assignee, submit the executed originals of all Leases to the Assignee.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases or under or by reason of this Assignment. The Assignee shall have no liability to the Assignors or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. In the event the Assignee incurs any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted

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against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of incurrence (or if the Note has been paid in full at the time of incurrence, then at the rate applicable to the Note at the time of such payment in full), shall be secured by this Assignment, the Security Agreement and the Mortgage, and the Assignors shall reimburse the Assignee therefor immediately upon demand, the Assignors' obligation to so pay to survive payment of the indebtedness hereby secured and the release of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of but are in addition to any rights or remedies which the Assignee shall have under the Note, the Mortgage, the Security Agreement or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of the Assignee, whether arising under the Note, the Mortgage, the Security Agreement, this Assignment or otherwise, each and all of which may be exercised whenever the Assignee deems it in the Assignee's interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

This Assignment shall be assignable by the Assignee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and

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enforceability of the remaining provisions hereof shall in no way be affected thereby. The terms "~~Beneficiary~~" and "Assignors" as used herein shall mean all of such persons, jointly and severally.

DATED this 24th day of January, 1994.

ASSIGNORS:

MIDWEST ENTERPRISES, L.L.C.,
an Illinois limited liability
company

By: [Signature]
GERT M. SEIDEL, Member

~~BERND SEIDEL~~

~~RONALD W. DANIBBY~~

FIRST NATIONAL BANK OF EVERGREEN
PARK, not personally but as
Trustee under Trust Agreement
dated January 7, 1994 and known
as Trust No. 13524

By: [Signature]
Its: Senior Vice President & Trust Officer

Attest: [Signature]
Its: Assistant Trust Officer

ACCEPTED AND AGREED TO AS OF
THE DATE SET FORTH ABOVE:

[Signature]
EDWARD PIERIK

[Signature]
ELIZABETH PIERIK

SEE ATTACHED RIDER FOR
EXECUTION BY TRUSTEE

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SCHEDULE I TO ASSIGNMENT OF LEASES AND RENTS

LEGAL DESCRIPTION

The North 360 feet of the South 745 feet of Lot 112, in Catalina's Commercial and Industrial Subdivision of Lots 3 and 6, in Silver Lake Gardens, Unit Number 7, a Subdivision of part of the West 1/4 of Section 18, Township 36 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded November 2, 1973, as Document Number 22532993, in Cook County, Illinois.

P.I.N. 28-18-109-003.

*15548 - 15622 S 70th Cor 1
Orland Park, ILL*

Property of Cook County Clerk's Office

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RIDER ATTACHED TO ASSIGNMENT OF RENTS TO Edward Pierik and Elizabeth Pierik

DATED January 24, 1994 UNDER TRUST NO. 13524

THIS ASSIGNMENT OF RENTS, is executed by FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee as aforesaid, in the exercise of powers and authority conferred upon and vested in it as such Trustee. Nothing herein or in said Trust Deed or Mortgage or in said Note or Notes contained shall be construed as creating any liability of FIRST NATIONAL BANK OF EVERGREEN PARK personally to pay the said Note or Notes or any interest that may accrue thereon, or any indebtedness accruing thereunder or hereunder, or to perform any agreement or covenant either expressed or implied herein or therein contained, all such liability, if any being expressly waived by Assignee and by anyone now or hereafter claiming any right or security hereunder. So far as First National Bank of Evergreen Park, personally, in concerned, the Assignee hereunder or the legal holder or holders of said Note or Notes and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the trust property herein described and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby and by said Trust Deed or Mortgage created, in the manner herein and in said Trust Deed or Mortgage and Note or Notes provided.

FIRST NATIONAL BANK OF EVERGREEN PARK
Not Individually, but as Trustee Under
Trust No. 13524

BY: 
Sr. Vice President & Trust Officer

ATTEST:


Assistant Trust Officer

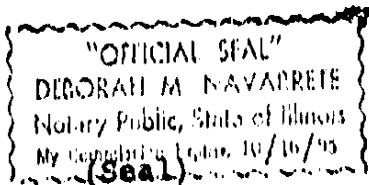
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Joseph C. Fanelli the Senior Vice President and Trust Officer and Nancy Rodighiero the Assistant Trust Officer of First National Bank of Evergreen Park, not personally, but solely as Trustee under Trust Agreement dated January 7, 1994, and known as Trust Number 13524, who is personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Senior Vice President and Trust Officer and Assistant Trust Officer, 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 the First National Bank of Evergreen Park for the uses and purposes therein set forth; and said Assistant Trust Officer did then and there acknowledge that she, as custodian of the corporate seal of said First National Bank of Evergreen Park to said instrument as her 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 24th day of January, 1994.



Deborah M. Navarrete

Notary Public

Cook County Clerk's Office

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