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ASSIGNMENT OF LEASES AND RENTS

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THIS ASSIGNMENT OF LEASES AND RENTS (hereinafter "this Assignment") is made as of February 18, 1994 by KIMBALL APARTMENTS LIMITED PARTNERSHIP, an Illinois limited partnership ("Borrower"), with a mailing address of 5875 N. Lincoln Avenue, Suite 128, Chicago, Illinois 60659, Attn: Aron Y. Weinberg, to LASALLE NATIONAL BANK, a national banking association ("Lender"), with a mailing address of 120 South LaSalle Street, Chicago, Illinois 60603-3499.

I

RECITALS

WHEREAS, the Borrower owns fee simple title to the Premises, as hereinafter defined;

WHEREAS, Borrower and Lender have entered into that certain Construction Loan Agreement of even date herewith (the "Loan Agreement"), wherein Lender has agreed to make a loan to Borrower in the principal amount of Five Hundred Ninety-Two Thousand and No/100 Dollars (\$592,000.00), or so much thereof as may be disbursed by Lender from time to time (the "Loan"), in order to provide certain construction and permanent financing to Borrower in accordance with the terms and conditions of the Loan Agreement;

WHEREAS, as evidence of such construction and permanent financing, Borrower has caused the Trustee to execute and deliver to Lender a Mortgage Note of even date herewith, wherein Borrower promises to pay to the order of Lender the principal amount of Five Hundred Ninety-Two Thousand and No/100 Dollars (\$592,000) (said Mortgage Note, together with any modifications or amendments thereto or extensions, renewals or replacements thereof, being referred to hereinafter as the "Note"), payment of the Note being secured by a Construction Loan Mortgage, Security Agreement and Financing Statement of even date herewith (the "Mortgage") from Borrower to Lender granting to Lender a first lien on the real estate described in Exhibit "A" attached hereto and hereby made a part hereof (the "Premises");

WHEREAS, pursuant to the Loan Agreement, certain other loan documents, in addition to the Note and Mortgage, have been executed

This document prepared by, and after recording should be returned to:
Gregory G. Schuler, Esq.
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, Illinois 60603

BOX 333

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785769 DBL

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and delivered to Lender as evidence of and security for the Loan (this Assignment, the Loan Agreement, Note, Mortgage and such other documents, whether now or hereafter existing, being referred to collectively hereinafter as the "Loan Documents"); and

WHEREAS, as additional security for the repayment of the Loan, Borrower is required by the Loan Agreement to execute and deliver to Lender this Assignment in addition to the other Loan Documents;

II

THE GRANT

NOW, THEREFORE, in consideration of the recitals set forth above and incorporated herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby sell, assign and transfer to Lender all leases and agreements for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal) which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Lender under the powers herein granted, including, without limitation, apartment leases, sale contracts, escrow and other agreements together with all, rents, issues, deposits and profits now due and which may hereinafter become due under or by reason of any such leases, contracts or agreements, it being Borrower's intention hereby to establish a present and absolute transfer and assignment of all such leases, contracts and agreements (such leases, contracts and agreements being collectively referred to hereinbelow as "agreements" and any such individual lease, contract, escrow or other agreement being referred to hereinbelow as an "agreement"), and all the avails thereof, to Lender; and

Borrower does hereby irrevocably appoint Lender as its true and lawful attorney in its name and stead (with or without taking possession of the Premises) to rent, lease, let, or sell all or any portion of the Premises to any party or parties at such price and upon such term as Lender in its sole discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Borrower.

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III

GENERAL AGREEMENTS

3.1 Available Rents. Borrower represents and agrees that no rent for right of future possession has been or will be paid by any person in possession of any portion of the Premises in excess of one installment thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Borrower. Borrower agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises approved by Lender or to the Junior Lender, as defined in the Loan Agreement, it being acknowledged and agreed that the security interest of the Junior Lender in such rents, issues, profits, deposits or avails shall be subordinated in all respects to the security interest of Lender.

3.2 Lease Modifications. Borrower shall not agree to any material modification of the terms, or a voluntary surrender, of any such lease or agreement without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed.

3.3 Management of Premises. At all times while Lender is not in actual possession of the Premises, Borrower shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices and shall maintain the Premises in good repair, free of any health or safety hazards or building code violations.

3.4 Future Assignments. Borrower further agrees to assign and transfer to Lender all future leases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.

3.5 Performance of Lease Obligations. Borrower shall at its own cost: (a) at all times perform and observe all of the covenants, conditions and agreements of the lessor under the terms of any or all leases or similar agreements affecting all or any part of the Premises; (b) at all times enforce and secure the performance and observance of all of the covenants, conditions and agreements of the lessees under the terms of any or all of said leases or other agreements; (c) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases and other agreements, and to pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including attorneys' fees and court costs; and (d) promptly furnish Lender with copies of any notices of default

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either sent or received by Borrower under the terms of or pursuant to any of said leases or other agreements.

3.6 Tenant Certificates. Borrower further agrees to furnish Lender, within ten (10) days of Lender's request, with a written statement containing the names, spaces and rentals of all lessees of the Premises or any part thereof, and to exercise, within ten (10) days of Lender's request, any rights of Borrower to demand from any lessee a certificate regarding the status of said lessee's lease.

IV

DEFAULTS AND REMEDIES

4.1 Exercise of Rights. Although it is the intention of Borrower and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a default has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Note, the Mortgage, this Assignment, the Loan Agreement or any of the other Loan Documents that, in any such instance, is not cured within any applicable cure period provided for therein; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

4.2 Application of Rents. Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

(a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for damages, and premiums on insurance authorized hereinabove;

(b) taxes, special assessments, water and sewer charges on the Premises now due or that may hereafter become due;

(c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises (including without limitation the cost from time to time of installing or replacing ranges,

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refrigerators and other appliances or other personal property therein, and of placing the Premises in such condition as will, in the sole judgment of Lender, make them readily rentable or salable);

(d) any indebtedness secured by the Mortgage or any deficiency that may result from any foreclosure sale pursuant thereto; and

(e) any remaining funds to Borrower or its successors or assigns, as their interests and rights may appear.

4.3 Authorization to Lessees. Borrower does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any further notice or authorization by Borrower, and Borrower hereby waives any rights or claims it may have against any lessee by reason of such payments to Lender.

4.4 Right of Possession. In the event Lender is authorized under Paragraph 4.1 hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or before or after sale thereunder), Borrower agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books, records, papers and accounts of Borrower or the then owner of the Premises relating thereto, may exclude Borrower and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for rent). Borrower hereby grants to Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times hereafter, without notice to Borrower, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises for any cause or on any ground that would entitle Borrower to cancel the same, to elect to disaffirm any such lease (and any sublease) or agreement made

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subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Mortgagee's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Borrower further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender.

4.5 Indemnity. Borrower acknowledges and agrees that this Assignment is given as collateral security for the Loan and Lender shall not be obligated hereunder to perform or discharge, nor does it hereby undertake to perform or discharge, any obligations, duty or liability under any leases or agreements pertaining to the Premises, and Borrower shall and does hereby agree to defend, indemnify and hold harmless Lender from and against any and all liability, loss and damage that Lender may or might incur under any such leases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements, except for such liability, loss, damage, claims or demands resulting from the gross negligence or intentional misconduct of Lender. Should Lender incur any such liability, loss or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Borrower shall reimburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and court costs) immediately upon demand.

4.6 Limitation of Liability. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

4.8 Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to

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abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits and avails of the Premises, by Borrower, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

v

MISCELLANEOUS

5.1 Notices. Any notice that Lender or Borrower may desire or be required to give to the other shall be in writing and shall be mailed or delivered to the intended recipient thereof at its address hereinabove set forth or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered two (2) business days after mailing by United States registered or certified mail, return receipt requested, or when delivered in person. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

5.2 Governing Law. The place of negotiation, execution and delivery of this Assignment, the location of the Premises, and the place of payment and performance under the Loan Documents being the State of Illinois, this Assignment shall be construed and enforced according to the laws of that State.

5.3 Rights and Remedies. All rights and remedies set forth in this Assignment and in the other Loan Documents are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained

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herein or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

5.4 Interpretation. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

5.5 Successors and Assigns. This Assignment and all provisions hereof shall be binding upon Borrower, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Borrower and the word "Borrower," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

KIMBALL APARTMENTS LIMITED
PARTNERSHIP, an Illinois limited
partnership

By: KIMBALL APARTMENTS CORPORATION,
an Illinois corporation,
general partner

By: [Signature]
Its: (PRESIDENT)

Attest: [Signature]
Its: (SECRETARY)

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, He undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that A.Y. Weinberg, who is personally known to me to be the President of Kimball Apartments Corporation, an Illinois corporation, and Hillel Shapiro, who is personally known to me to be the Secretary of said corporation, the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary they signed and delivered the said instrument pursuant to authority, as their free and voluntary act, and as the free and voluntary act and deed of said corporation as general partner of Kimball Apartments Limited Partnership, an Illinois limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of February, 1994.

Suzanne A. Glassman
Notary Public

My Commission Expires:

OFFICIAL SEAL
SUZANNE J. GLASSMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3-3-97

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 38, 39, 40 AND 41 IN BLOCK 4 IN SIMON'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 3400 W. Cortland Street/1902-14 North
Kimball, Chicago, Illinois 60647

P.I.N.: 13-35-402-043
13-35-402-044

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10/24/11