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03/30/94 MACCABEES (5602-24)

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ASSIGNMENT OF RENTS, LEASES, INCOME AND PROFITS

AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO, NOT PERSONALLY  
BUT AS TRUSTEE UNDER TRUST AGREEMENT  
DATED MARCH 1, 1994, AND KNOWN AS TRUST NO. 118068-09

and

A & A MCCORMICK, LTD.,  
an Illinois limited partnership

as Assignor

to

ROYAL MACCABEES LIFE INSURANCE COMPANY,  
a Michigan corporation

as Assignee

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COOK COUNTY ILLINOIS  
FILED FOR RECORD

25 APR 27 AM 8:29

Dated as of: March 31, 1994

Common Property Address:

Cineplex Odeon Theatres  
6341 North McCormick Boulevard  
Chicago, Illinois

THIS DOCUMENT WAS PREPARED BY, ITS RECORDING IS  
REQUESTED BY AND WHEN RECORDED RETURN TO:

Levenfeld, Eisenberg, Janger, Glassberg, Samotny & Halper  
33 West Monroe Street  
21st Floor  
Chicago, Illinois  
Attention: Michael J. Tuchman, Esq.

Permanent Tax No.  
13-02-220-053-0000

BOX 333-CTI

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## ASSIGNMENT OF RENTS, LEASES, INCOME AND PROFITS

THIS ASSIGNMENT OF RENTS, LEASES, INCOME AND PROFITS is made as of this 31<sup>st</sup>-day of March, 1994, by AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1994, AND KNOWN AS TRUST NO. 118068-09 and A & A MCCORMICK, L.P., an Illinois limited partnership (collectively, "Assignor"), to and for the benefit of ROYAL MACCABEES LIFE INSURANCE COMPANY, a Michigan corporation ("Assignee").

### R E C I T A L S :

WHEREAS, Assignor is the legal and beneficial owner of certain land commonly known as 6341 North McCormick Boulevard, Chicago, Illinois, which land, together with the improvements and fixtures located thereon, is referred to herein as the "Premises", all as more particularly described in the Mortgage (as hereinafter defined) and as legally described in EXHIBIT A hereto;

WHEREAS, Assignee has agreed to make a loan (the "Loan") to Assignor in the principal amount of \$4,950,000.00 pursuant to that certain loan commitment dated March 11, 1994 (the "Loan Commitment"), which Loan is evidenced by that certain promissory note of even date herewith executed by Assignor (the "Note"), the repayment of which Note is secured by, inter alia, a mortgage encumbering the Premises (the "Mortgage"), all of which instruments, together with this Assignment and any other instruments executed in connection with the Loan are hereinafter referred to as the "Loan Documents"; and

WHEREAS, Assignee has required the execution of this Assignment of Rents, Leases, Income and Profits by Assignor as a condition to granting the Loan.

NOW, THEREFORE, in consideration of the making of the Loan and also in consideration of TEN and NO/100 (\$10.00) Dollars, the receipt and sufficiency of which is hereby acknowledged, Assignor does presently hereby bargain, sell, assign, transfer and set over unto Assignee all right, title and interest of Assignor in and to all of the rents, issues, income, profits and cash collateral to be derived from the Premises, or the use and occupation thereof, including, without limitation, all of its right, title and interest in and to any leases, subleases, licenses, franchises or any other agreements now or hereafter created affecting or connected with the use, occupancy or maintenance of the Premises (excluding distribution agreements with motion picture film distributors) and any and all extensions or renewals thereof, including any security deposits or interests therein now or hereafter held by Assignor and the benefit of any guarantees executed in connection with the same (all of which leases,

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subleases, licenses, franchises and agreements are hereinafter referred to as "Leases" and include, without limitation, those described on EXHIBIT B hereto, and all of which rents, issues, profits and income are hereinafter referred to as "Rents"), whether before or after foreclosure or during the full period of redemption, if any, and the right to receive the same. All capitalized terms when used herein without definition shall have the meanings given such terms in the Mortgage.

1. Present Assignment. The foregoing assignment of the Leases and the Rents and the aforesaid rights with respect thereto is intended to be and is an absolute present assignment, effective immediately, from Assignor to Assignee for the purpose of securing the Note with interest thereon and the indebtedness evidenced thereby and the performance of and compliance with all of the terms, covenants and conditions of the Loan Documents. All right, title and interest of Assignor, as landlord, in and to each Lease entered into after the date of the execution and delivery hereof hereby are, and shall be, without any further mortgage, conveyance or assignment, assigned and conveyed to Assignee pursuant to the foregoing absolute present assignment as fully as though such right, title and interest were now owned by Assignor.

2. Assignor's License. So long as no event of default shall have occurred and be continuing under the Mortgage or any other Loan Document (an "Event of Default"), and except as otherwise expressly provided herein or in any other Loan Document, Assignor shall have the right and license to exercise all rights, options and privileges extended to the landlord under the terms of the Leases, including, without limitation, the right to collect, use, and enjoy (but not prior to accrual) all Rents. In the event any Event of Default shall occur and be continuing, Assignee may, at its option, suspend the right and license of Assignor set forth in this Section 2 immediately upon notice to Assignor whereupon Assignee shall have all right and authority as assignee hereunder as well as the right and authority to exercise any of the rights or remedies referred to or set forth in the Mortgage or any other Loan Document. In addition, upon receipt of a notice from Assignee suspending the right and license set forth in this Section 2, Assignor shall promptly pay to Assignee (a) to the extent Assignor may lawfully do so, all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease to be held by Assignor in accordance with the provisions of such Lease and Assignor agrees to indemnify and hold Assignee harmless from and against any claims, suits or other liability asserted against, incurred by or imposed upon Assignee by reason of or on account of Assignor's misappropriation of any such rent prepayments and security and other deposits paid by Assignor to Assignee pursuant to this Assignment and (b) all charges for services or facilities or for escalation which were paid pursuant to any such Lease to the extent allocable to any period during the continuance of such Event of Default.

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3. Entry Upon the Premises. Upon an Event of Default, Assignee may, at its option, either in person or by an agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon the Premises or any part thereof and, either with or without taking possession of said Premises, in the name of Assignor or in its own name, sue for or otherwise collect and receive the Rents, including those past due and unpaid, and apply the same in the manner set forth in Section 5 hereof. The entering upon and taking possession of the Premises or the collection of the Rents and the application thereof, as aforesaid, shall not cure or waive any default under the Loan Documents. It is not the intention of the parties hereto that an entry by Assignee upon the Premises under the terms of this instrument shall make Assignee a party in possession or mortgagee in possession, except insofar as Assignee elects.

4. Assumption of Management. (a) Assignor hereby authorizes Assignee upon the entry, referred to in Section 3 hereof, at Assignee's option, to take over and assume the management, operation and maintenance of the Premises, to perform all acts and to expend such sums out of the Rents which Assignee, in its sole discretion, deems necessary or proper, in the same manner and to the same extent as Assignor theretofore might do, including the right to enter into new Leases, to cancel, surrender, alter or amend the terms of and/or renew then existing Leases and/or to make concessions to the tenants thereunder. Assignor hereby releases all claims of any kind or nature against Assignee arising out of such management, operation and maintenance, excepting the liability of Assignee to account as hereinafter set forth or for any acts involving the gross negligence or willful misconduct of Assignee or its agents that result in damages to Assignor.

(b) In furtherance of the provisions contained in Sections 2, 3 and 4(a) hereof, Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact with full power of substitution and with full power for Assignee, in its own name and capacity or in the name and capacity of Assignor, from and after the occurrence of any Event of Default, which Event of Default has not been cured and the cure thereof accepted in the manner set forth in Section 6 hereof, to demand, collect, receive and give complete acquittances for any and all Rents accruing from the Premises and, in Assignee's sole discretion, to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Rents. Tenants of the Premises are hereby expressly authorized and directed, upon demand by Assignee and without the necessity of any further consent by Assignor, to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing to such tenants. Such tenants are hereby expressly relieved of any and all duty,

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liability or obligation to Assignor in respect of all payments so made. Assignor further agrees to facilitate in all reasonable ways Assignee's collection of the Rents and will, upon request by Assignee, execute a written notice to each tenant under the Leases directing the tenant to pay the Rent payable under its respective Lease to Assignee.

5. Application of Funds. Upon the entry referred to in Section 3 hereof, Assignee shall, after payment of all proper charges and expenses, including without limitation, costs and expenses of taking and retaining possession of the Premises, reasonable compensation to such managing agent as it may select and employ, reasonable attorneys fees, broker's commissions, costs and expenses of operation of the Premises and collection of the Rents, and such other expenses and costs as Assignee may deem necessary and proper, and after the accumulation of any reserve for operating expenses and taxes which Assignee in its sole discretion deems necessary, credit the net amount of the Rents received by it by virtue of this Assignment to any amounts due and owing to it by Assignor under the terms of the Loan Documents. The manner of the application of the Rents and which items shall be credited shall be determined in the sole discretion of Assignee. Assignee shall not be accountable for more monies than it actually receives from the Premises nor shall it be liable for failure to collect the Rents. Assignee shall make reasonable efforts to collect the Rents, reserving, however, within its sole discretion, the right to determine the method of collection and the extent to which enforcement of the collection of the Rents shall be prosecuted, and Assignee's judgment shall be deemed conclusive and reasonable.

6. Cure. In the event that Assignor shall cure an Event of Default and Assignee accepts such cure, then Assignee, within 30 days after demand in writing from Assignor, shall redeliver possession of the Premises to Assignor unless and until another Event of Default occurs, at which time Assignee may, at its option, again take possession of the Premises under the authority of this assignment. Upon such redelivery, Assignee shall, promptly after receipt of a request by Assignor, execute a written notice to each tenant directing such tenant to pay amounts due under its Lease to the Assignor and shall return to Assignor all security and other deposits delivered to Assignee pursuant to Section 2 hereof and any Rents received by Assignee by virtue of this Assignment which have not theretofore been applied by Assignee to amounts due and owing to Assignee under the terms of the Loan Documents.

7. Representations, Warranties and Covenants. With respect to each of the Leases and the Rents due or to become due thereunder, Assignor hereby represents, warrants and covenants to Assignee that:

(a) Assignor is the sole owner of the landlord's interest in the Leases and Assignor has full right and title to

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assign its interest in each of the Leases now existing and, in the case of Leases hereafter made, shall have the full right and title to assign its interest in each such Lease at the time made.

(b) Assignor has delivered to Assignee a true, correct and complete copy of each Lease and any amendments, modifications and assignments with respect thereto. Each of the Leases is in full force and effect and valid and enforceable in accordance with its respective terms.

(c) Except for this Assignment, no assignment or pledge of any interest of the landlord in and to any of the Leases or the Rents is currently in force and effect.

(d) Assignor has completed its obligations to date under all of the Leases and is not in default thereunder. (i) The tenants under all of the Leases have performed all of their obligations to date under the terms thereof and are not in default thereunder; (ii) 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 by landlord or, to the best of Assignor's knowledge, by the tenant(s) thereunder; (iii) no offsets, credits or defenses to the payment of rent or any other covenant or obligation under any of the Leases exist (or, in the case of Leases hereafter made, shall exist at the time made) and; (iv) Assignor has not waived, reduced, excused, discounted or otherwise discharged or compromised any obligation, including without limitation, the obligation to pay Rent under any Lease.

(e) There is now accruing and the tenants under all of the Leases are now paying the full rent thereunder unless otherwise provided in the Leases. Except for security deposits, no installment of Rent has been received by Assignor more than 30 days in advance of the due date therefor.

(f) Assignor shall promptly and faithfully observe, perform and discharge all of the covenants, conditions and obligations agreed to be performed by, or imposed upon, Assignor under the Leases and shall give prompt notice to Assignee of any claim made by any other party thereto that Assignor has failed to so observe, perform or discharge any of said obligations. Subject to paragraph (h) of this Section 7, Assignor shall, at the sole cost and expense of Assignor, enforce or secure the performance and observance of each and every covenant, condition and obligation of all such Leases to be performed or observed by the tenants thereunder as Assignor reasonably deems to be appropriate in connection with the management and operation of the Premises and as shall be consistent with then prevailing practices of owners of first class properties comparable to the Premises.

(g) Assignor shall not extend or otherwise alter the terms of any of the Leases or enter into any new Lease except in

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accordance with Section 3.02 of the Mortgage.

(h) Assignor shall not:

(i) Collect, or permit the collection of, any rental or other payments under any Lease more than 30 days in advance of the due date therefor under the respective Lease, except that (A) in connection with the execution and delivery of any Lease or of any amendment to any Lease, rental payments thereunder may be collected and received in advance, in an amount not in excess of one month's rent and/or a reasonable security deposit may be required thereunder and (B) Assignor may receive and collect escalation and other charges in accordance with the terms of each Lease.

(ii) Assign, transfer or hypothecate (other than to Assignee) any Rent or other payment under any Lease, whether then due or to accrue in the future, the interest of Assignor as landlord under any Lease or the rents, issues, revenues, profits or other income of the Premises.

(iii) In any manner intentionally or materially impair the value of the Premises.

(iv) Permit the Leases to become subordinate to any lien other than a lien created by the Loan Documents or a lien for nondelinquent real estate taxes.

(i) Assignor shall transfer and assign, and shall automatically, without further action on the part of the Assignor or Assignee, be deemed to have transferred and assigned, to Assignee any and all Leases subsequently entered into, upon the same terms and conditions as are herein contained, and make, execute and deliver to Assignee upon demand any and all instruments necessary or desirable to effectuate or memorialize said assignment.

(j) Assignor shall furnish to Assignee, within 30 days after a request by Assignee to do so but no more than twice during any twelve month period unless, in the reasonable judgment of Assignee, there are legitimate reasons for doing so, a written statement containing the names of all tenants of the Premises or any part thereof, the terms of their respective Leases, the spaces occupied and the Rent payable thereunder.

(k) Assignor shall furnish, within 10 days of a demand therefor by Assignee, which demand shall be made no more than twice during any twelve month period, unless, in the reasonable judgment of Assignee, there are legitimate reasons for doing so, any right which the landlord under any Lease may have to request from the tenant thereunder a certificate with respect to the status of such Lease.

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(l) Assignor shall furnish Assignee promptly with copies of any notices of default which Assignor may at any time forward to any tenant of the Premises or any part thereof.

(m) Assignor shall pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the Default Rate.

8. Indemnity. (a) Assignor agrees to indemnify and hold harmless Assignee from and against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, costs and expenses (including attorneys fees and disbursements) which may be imposed on, incurred by or asserted against Assignee by reason or on account of, or in connection with (i) any default or Event of Default by Assignor hereunder or under the Note or any other Loan Document, (ii) Assignee's exercise of any of its rights and remedies, or the performance of any of its duties, hereunder or under the Note or any other Loan Document, including, without limitation, all claims of any kind or nature whatsoever arising out of the management, operation, or maintenance of the Premises should the Assignee elect to enter upon and assume the same upon an Event of Default as aforesaid, except for claims arising from the gross negligence or willful misconduct of Assignee or its agents, (iii) any negligence or willful misconduct of Assignor, any lessee of the Premises, or any of their respective agents, contractors, subcontractors, servants, employees, licensees or invitees, (iv) any accident, injury, death or damage to any person or property occurring in, on or about the Premises or any street, drive, sidewalk, curb or passageway adjacent thereto, or (v) any other transaction arising out of or in any way connected with the Premises or this Assignment, the Note or any other Loan Document, except if caused by the act or omission of the indemnified person. Any amount payable to Assignee under this Section 8(a) shall be payable within 15 days after Assignee's demand therefor, shall be part of the Indebtedness (as defined in the Mortgage) and shall be secured by the Mortgage and the other Loan Documents. Notwithstanding the foregoing, Assignor shall not be obligated to indemnify Assignee for costs or expenses arising in connection with any suit or other legal proceeding brought by Assignee against Assignor in connection with this Assignment or any Lease if Assignor shall prevail in such suit or proceeding.

(b) Assignor's obligations under this Section 8 shall not be affected by the absence or unavailability of insurance covering the same or by the failure or refusal by any insurance carrier to perform any obligation on its part under any such policy of insurance. If any claim, action or proceeding is made or brought against Assignee which is subject to the indemnity set forth in this Section 8, Assignor shall resist or defend against the same, if necessary in the name of Assignee, by attorneys for Assignor's insurance carrier (if the same is covered by insurance) or otherwise by attorneys designated by Assignor and approved by Assignee.

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Notwithstanding the foregoing, Assignee, in Assignee's discretion, may, upon the happening of any Event of Default, including, without limitation, Assignor's failure to carry out its obligations under this Section 8, engage its own attorneys to resist or defend, or assist therein, and Assignor shall pay, or, within 15 days after demand, reimburse Assignee for the payment of, the fees and disbursements of said attorneys.

9. Merger. If both the landlord's and the tenant's interest under any Lease which constitutes a part of the Premises shall, at any time, become vested in any one person, this Assignment shall not be destroyed or terminated by the application of the doctrine of merger and, in such event, Assignee shall continue to have and enjoy all of the rights and privileges of Assignee hereunder as to each separate estate. Upon the foreclosure of the Mortgage, any Leases then existing shall not be destroyed or terminated by application of the doctrine of merger or as a matter of law or as a result of such foreclosure unless Assignee or any purchaser at a foreclosure sale shall, subject to any subordination, non-disturbance and attornment agreements executed by Assignee, so elect by notice to the tenant in question.

10. Duration. This Assignment shall remain in full force and effect until repayment in full of the Loan and performance in full of all of Assignor's other covenants and obligations under the Loan Documents.

11. Successors. The covenants and provisions of this Assignment shall inure to the benefit of and be binding upon Assignor, its legal representatives, successors or assigns and all present and subsequent encumbrancers, tenants and sub-tenants of the Premises or any portion thereof, and shall inure to the benefit of and be binding upon Assignee, its permitted successors and assigns.

12. Cumulative Rights; Waiver. No remedy conferred upon or reserved to Assignee herein or in any other Loan Documents is intended to be exclusive of any other remedies, and each and every such remedy shall be cumulative and concurrent, and shall be in addition to every other remedy given hereunder or under any other Loan Document or now or hereafter existing at law or in equity or by statute. All such remedies may be pursued singly, successively or concurrently against Assignor and/or the Premises at the sole discretion of Assignee. No failure on the part of Assignee to exercise, and no delay in exercising, any right herein or therein shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by Assignee of any right herein or therein preclude any other or future exercise thereof or the exercise of any other right.

13. No Liability. Nothing contained herein shall operate or be construed to obligate Assignee to perform any of the terms,

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covenants and conditions contained in any Lease and imposed upon the landlord thereunder or otherwise to impose upon Assignee any of the landlord's obligations with respect to any Lease, the Premises or any portion thereof, including, but not limited to, any obligation arising out of any covenant of quiet enjoyment contained in any Lease in the event the tenant under any such Lease shall have been joined as a party defendant in any action to foreclose and the estate of such tenant shall have been thereby terminated. Prior to actual entry into and taking possession of the Premises by Assignee, this Assignment shall not operate to place upon Assignee any responsibility for the operation, control, care, management or repair of the Premises, or any portion thereof, and the execution of this Assignment by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Premises is and shall be that of Assignor prior to such actual entry and taking of possession.

14. Release. It is understood and agreed that a full and complete release of the Mortgage shall operate as a full and complete release of all of Assignee's rights and interest hereunder, and that after the Mortgage has been so released, this Assignment shall be void and of no further, force or effect and Assignee will, at Assignor's request, execute any instruments that may be reasonably required to evidence such release of record and otherwise. Notwithstanding the foregoing, the affidavit of any officer of Assignee stating that a full and complete release of the Mortgage has not occurred as of the date of such affidavit 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. Notwithstanding the foregoing, Assignee agrees that payment in full of all outstanding indebtedness secured hereby and evidenced by the Note, and satisfaction of all obligations secured hereunder, shall operate, as a full and complete release of all of Assignee's rights and interests hereunder and that upon such payment, and satisfaction in full Assignee will, at Assignor's request, execute any instruments that may be reasonably required to evidence such release of record and otherwise.

## 15. Miscellaneous

(a) This Assignment may not be modified, amended, discharged or waived, except by an agreement in writing and signed by the party against whom enforcement of any such modification, amendment, discharge or waiver is sought.

(b) As used herein the singular shall include the plural as the context requires, and all obligations of each Assignor shall be joint and several.

(c) The article headings in this instrument are used for

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convenience in finding the subject matters, and are not to be taken as part of this instrument or to be used in determining the intent of the parties or otherwise in interpreting this instrument.

(d) In the event any one or more of the provisions contained in this Assignment or in the Note or any other Loan Document shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall, at the option of Assignee, not affect any other provision of this Assignment, but this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

(e) This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

(f) Any notice, demand or request required under this Assignment shall be given in writing in accordance with Section 9.04 of the Mortgage.

(g) The terms "Assignor" and "Assignee" shall be construed to include the successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall 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.

(h) For purposes of this document and each and every other Loan Document that may be executed by Trustee, if there is affixed to this document or any other Loan Document any language that is intended to exculpate the Trustee from personal liability, Assignee agrees to give effect to said exculpatory language, but not withstanding any such language, only insofar as it is limited to exculpating the personal liability of the Trustee. It is expressly understood and agreed that nothing contained in this paragraph or in any exculpatory language affixed to the Note or any other Loan Document by the Trustee shall (a) in any manner or way constitute or be deemed a release of the debt evidenced by the Note; (b) preclude the holder of the Note from foreclosing the lien of this document or the lien of any other Loan Document or take any legal action to enforce Assignee's rights under such Loan Documents; (c) impair, in any manner, any rights, remedies or recourse the holder of the Note may have under the Note, the Mortgage, this Assignment of Rents, the Collateral ABI or any other Loan Document; (d) preclude the holder of the Note from enforcing the terms of any guaranty, indemnification or the personal obligations of any co-maker, co-signer or endorser of the Note or any other Loan Document; or (e) prevent the joining of the Assignor, its agents or authorized representatives in a request for injunctive or similar relief.

Except as provided below, no personal recourse shall be had

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for the payment of the principal or premium, if any, or interest on the Note against Assignor, other than property and interests securing the Note under this document or any other Loan Document, it being expressly understood that the sole remedies of Assignee shall be against the aforesaid security for the indebtedness evidenced by the Note, except as provided herein. The above provisions shall not prevent, limit, prejudice or restrict personal recourse against Assignor by the holder of the Note with respect to the following ("Non-Recourse Exceptions"):

(i) To recover from any person committing or aiding in the commitment of fraud or misrepresentation in the inducement of or otherwise in connection with the loan evidenced by the Note any funds, damages or costs lost or incurred by the holder of the Note as a result of such fraud or misrepresentation.

(ii) To recover any condemnation or insurance proceeds, rents or other receipts attributable to the Premises (or, if they are no longer in their original form, the amount thereof) which are not applied as required by the Mortgage, the Note, this Assignment or any other Loan Document.

(iii) To recover any security deposits, advances or rebates which are not applied in accordance with the leases affecting the Premises.

(iv) To recover rents, issues, profits, income, insurance and condemnation proceeds or any other similar sums paid to or for the account of Assignor in connection with the operation of the Premises after the occurrence of a default or event of default under the Note or any other Loan Document, except such sums as are properly expended by Assignor in payment of expenses of the Premises prior to the exercise by the holder of the Note of any of its remedies with respect to such sums under any of the Loan Documents.

(v) To recover the value of any property securing the Note (under the Mortgage) removed from the Premises without the consent of the holder of the Note.

(vi) To recover any losses due to the failure of Assignor to maintain insurance coverages and/or pay any taxes and assessments required under the Mortgage and/or pay any recordation or transfer taxes ever assessed with respect to the recording of the Mortgage or any other Loan Document or with respect to any mechanic's or materialmen's liens to the extent same create liens on any portion of the Premises superior to the lien of the Mortgage.

(vii) To recover any amounts which Assignor is obligated to pay the holder of the Note for breach of any environmental agreement contained in the Loan Documents.

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(viii) To recover any losses incurred in connection with any intentional misconduct or gross negligence by Assignor or its authorized representatives with respect to the Premises, or any demolition or removal of any improvements on the Premises by Assignor or its authorized representatives without the consent of the holder of the Note

(ix) To recover . . . waste to the Premises.

(x) To recover any losses incurred in connection with the diminution in the value of the property and other interests securing the Note as a result of Assignor's voluntarily filing or instituting a petition or proceeding in bankruptcy or reorganization under any provisions of any Federal or State bankruptcy or insolvency statute.

The Assignor shall be personally liable for all amounts recoverable under the foregoing Non-Recourse Exceptions, which shall include, without limitation, reasonable attorney's fees and other costs incurred by the holder of the Note incident to exercising its remedies under the foregoing. The Assignor shall also be liable for any deficiency which may exist after an action for foreclosure, sale under power of sale deed in lieu of foreclosure or other action taken under the Note, the Mortgage, this document or any other Loan Document, and the holder of the Note may seek and enforce a judgment for such deficiency, provided that the deficiency involves liability of the Assignor under one or more of the Non-Recourse Exceptions.

IN WITNESS WHEREOF, Assignor has executed this Assignment in manner and form proper and sufficient in law as of the date first above written.

AMERICAN NATIONAL BANK & TRUST  
COMPANY OF CHICAGO, NOT  
PERSONALLY BUT AS TRUSTEE  
UNDER TRUST AGREEMENT DATED  
MARCH 1, 1994, AND KNOWN AS  
TRUST NO. 118768-09

By: [Signature]  
Its: TRUST OFFICER

A & A McCORMICK, LTD., an  
Illinois limited partnership, by  
A & A McCormick, Inc., an  
Illinois corporation

By: [Signature]  
Its: [Signature]

This instrument is executed by the American National Bank and Trust Company of Chicago, 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 said American National Bank and Trust Company of

*\*Receipt Trustee*

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Chicago, hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on said American National Bank and Trust Company of Chicago personally to pay any indebtedness accruing hereunder, or to perform any covenant, warranty or indemnity either express or implied contained herein, all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder.

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

**L. M. SOVIENSKI**

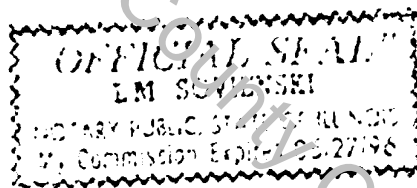
I, L. M. SOVIENSKI, a Notary Public in and for said County in the State aforesaid, do hereby certify that ~~John M. Lutke~~ TRUST OFFICER ("Officer") of American National Bank & Trust Company of Chicago ("Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, 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 Bank, for the uses and purposes therein set forth; and said Officer did also then and there acknowledge that he did affix the seal of said Bank to said instrument as his 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 \_\_\_\_\_ day of \_\_\_\_\_, 1994.

[SEAL]

L. M. Sovienksi  
NOTARY PUBLIC

COMMISSION EXPIRES: \_\_\_\_\_



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1980-1981

1980-1981

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1980-1981

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bill Anest, personally known to me to be the President of AEA McCormick, Inc., and 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 as such President he signed and delivered the said instrument in the capacity aforesaid, pursuant to authority of the Board of Directors as his free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31st day of March, 1994.

Kathleen Rossman

NOTARY PUBLIC

[SEAL]

COMMISSION EXPIRES: June 24, 1996

.....  
"OFFICIAL SEAL"  
KATHLEEN ROSSMAN  
NOTARY PUBLIC, STATE OF ILLINOIS  
My Commission Expires June 24, 1996  
.....

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## EXHIBIT A

### Legal Description

#### Parcel 1:

THAT PART OF LOT 1 IN ANTHONY'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE EASTERLY LINE, 173.11 FEET NORTH OF THE SOUTHEAST CORNER; THENCE 93 DEGREES 23 MINUTES 24 SECONDS FROM SAID CORNER WESTERLY 63.28 FEET; THENCE 224 DEGREES 48 MINUTES 38 SECONDS NORTHWESTERLY FROM THE LAST DESCRIBED COURSE 79.91 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF MCCORMICK ROAD, BEING THE WESTERLY LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

NON-EXCLUSIVE EASEMENT AND LICENSE FOR THE BENEFIT OF AND APPURTENANT TO PARCEL 1 FOR THE RIGHT OF INGRESS, EGRESS AND PARKING AS CREATED BY AN INSTRUMENT ENTITLED "EASEMENT AND LICENSE AGREEMENT", DATED MAY 20, 1987 AND RECORDED MARCH 8, 1988 AS DOCUMENT NUMBER 88029082, THROUGH OVER AND UPON THOSE PARCELS AS ATTACHED AS EXHIBITS A, B, C, D AND E AS ATTACHED THERETO AND MADE A PART THEREOF.

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## EXHIBIT B

### Rent Roll

<u>Tenant</u>	<u>Monthly Rent</u>	<u>Deposit</u>	<u>CAM</u>	<u>Lease Term</u>
Plitt Theatres, Inc.				As disclosed in lease dated July 10, 1936, as amended on April 14, 1958, November 20, 1959 and on March 1, 1974.

*[Handwritten initials]*

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