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COOK COUNTY RECORDER

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### ASSIGNMENT OF RENTS AND LEASES

This Assignment of Rents and Leases ("Assignment"), dated as of June 1, 1995, is made to and in favor of LAKESIDE BANK (the "Lender"), an Illinois banking corporation, 55 West Wacker Drive, Chicago, Illinois 60601, by and from the following the following parties (singly and collectively, the "Borrower"):

STEVEN P. GIANAKAS ("GIANAKAS"); HICKORY PROPERTIES, INC. ("HPI"), a Delaware corporation; CHICAGO TITLE AND TRUST COMPANY, not personally but as the Trustee under Trust Agreement No. 1090760 dated November 30, 1987 (as to Parcel 1 of the real estate described in attached Exhibit A); and LLSALLE NATIONAL TRUST, N.A., not personally but as Trustee under Trust Agreement No. 11-108066 dated May 1, 1984 (as to Parcel 2 of the real estate described in attached Exhibit A).

To secure the payment and performance of the "Liabilities" hereinafter defined, the Borrower does hereby sell, assign and transfer to the Lender all rents, avails, issues and profits now and hereafter due (collectively, the "Rents") under or by virtue of any written or verbal lease of, or agreement for the use or occupancy of, all or any part of the real estate (the "Premises") described in attached Exhibit A, heretofore or hereafter made or agreed to by the Borrower (or by the Lender in the exercise of the powers herein granted); all such leases and agreements are hereinafter collectively referred to as the "Leases". It is the intention of the parties hereto to establish an absolute transfer and assignment to the Lender of all the Leases and Rents, and the Borrower hereby appoints the Lender as its true and lawful attorney in the Borrower's name and stead (with or without taking possession of the Premises) to lease or let all or any portion of the Premises to such parties and at such rentals and upon such terms as the Lender in its reasonable discretion may determine, and to collect all Rents now or hereafter due, and with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and

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indemnity as the Lender would have upon taking possession of the Premises pursuant to the provisions hereof.

Although as provided above, this Assignment constitutes a present assignment, it is expressly understood and agreed that the Lender shall not exercise any of its rights and powers hereunder unless and until an "Event of Default" shall occur under, and as that term is defined in, that certain \$1,100,000 note of even date herewith, in favor of the Lender and executed by Gianakas and HPI (the "Note"), and hereby incorporated herein by reference.

The Borrower represents and covenants: that no Rents have been or will be accepted for more than two months in advance; that no portion of the Rents has been or (unless in the ordinary course of business) will be waived, released, reduced or discounted or otherwise discharged or compromised by the Borrower; that the Borrower waives (only for the purposes hereof) any right of setoff against any person in possession of any portion of the Premises; and that the Borrower will not make or attempt any further assignment any of the Rents or Leases.

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

The Borrower agrees to promptly execute and deliver such further assurances and acknowledgements consistent with the terms hereof that the Lender may from time to time require.

Immediately upon demand of the Lender following any Event of Default, the Borrower shall surrender the Premises to the Lender and the Lender shall be entitled to take actual possession of part or all of the Premises personally or by its agents, and in its discretion may enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the Borrower relating thereto, and may exclude the Borrower and its agents or servants wholly therefrom and may as attorney-in-fact or agent of the Borrower or in the Lender's own name and under the powers herein granted, hold, operate, manage and control the Premises and conduct any business thereof, either personally or by the Lender's agents, with full power to use legal or equitable measures, as in the Lender's reasonable discretion may be deemed proper or necessary to enforce the payment or security of the Rents or the Premises. The Borrower hereby grants the Lender full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Borrower, and with full power to: cancel or terminate any Lease for any cause or on any ground which would entitle the Borrower to cancel the same; elect to disaffirm any Lease made subsequent to or subordinated to the lien of this Assignment;

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make necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to the Lender in its reasonable discretion (collectively, the "Repairs"); and insure and reinsure the Premises for all risks and incidental to the Lender's possession, operation and management thereof.

The Lender shall not be obligated, and does not hereby undertake, to perform or discharge any obligation, duty or liability under any Leases, and, except for the Lender's gross negligence or willful misconduct, the Borrower shall and does hereby agree to indemnify and hold the Lender harmless from any and all liability, loss or damage which the Lender may or might incur under any Lease by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against the Lender by reason of any alleged obligations or undertakings on the Lender's part to perform or discharge any of the terms, covenants or agreements contained in the Leases or in the defense of any claims or demands arising prior to the Lender taking possession of the Premises. The Borrower hereby agrees to immediately reimburse the Lender upon demand for any amount due the Lender by reason of this paragraph, including its reasonable costs, expenses and legal fees.

In the exercise of its rights and powers hereunder, the Lender may use and apply any Rents collected by it to the payment of or on account of the following with respect to the Premises and in such order as it determines: operating, management and leasing fees, expenses and commissions; reserves for insurance premiums, taxes and assessments; alterations, additions, and improvements; and the Repairs.

As used herein, the term "Liabilities" means the indebtedness and obligations due the Lender under the Note, and under the "Loan Documents" and the "Other Liabilities", as those terms are used and defined in the Note.

The provisions set forth herein shall be deemed as a special remedy given to the Lender and in addition to and cumulative with the remedies granted in the Note and the said Loan Documents.

As used herein, the term "Borrower" includes, and this Assignment shall be binding upon, the successors and assigns of each of the parties Borrower and any party holding title to the Premises by, through or under any of them. All of the Lender's rights, powers, privileges and immunities herein shall inure to the Lender's successors and assigns, including all holders of the Note from time to time.

No judgment which is entered with respect to any of the Liabilities shall operate to abrogate or lessen the effect of this Assignment, which shall continue in full force and effect until the payment and discharge of all of the Liabilities and all bills incurred by virtue of the authority granted herein.

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This Assignment has been made, executed and delivered to the Lender at Chicago, Illinois and shall be construed in accordance with the laws of the State of Illinois. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law. If any provisions of this Assignment are prohibited by or determined to be invalid under applicable law, such provisions shall be ineffective only to the extent of such prohibition or invalidity, and without invalidating the remainder of such provisions or the remaining provisions hereof.

Specific Leases. Included among (and not in limitation of the aforesaid definition of) the Leases, is that certain lease dated June 30, 1991, between HPI as lessor and PGN Village Inn, Inc., an Illinois corporation, as lessee.

Instructions to Tenants. The Borrower hereby specifically and irrevocably authorizes, instructs and directs each present and future lessee or tenant under each of the Leases to pay directly to the Lender, upon its written demand therefor and without any inquiry as to the Lender's rights thereto, all Rents then and thereafter due under each Lease. By making such demand the Lender assumes no responsibility for, nor shall any tenant have a claim or setoff against the Lender for, any security deposit under any Lease.

Exculpation of Trustee. This Assignment is executed and delivered by each of the aforesaid Trustees in the exercise of the authority conferred upon it as such Trustee and not in its individual capacity. Other than its warranty hereby made that it possesses full power and authority to execute this Assignment, nothing contained herein shall be construed as creating any personal liability of the Trustee in its individual capacity to pay any indebtedness secured by this Assignment or to perform any covenant, express or implied, contained herein. This exculpation shall not apply to any party or person other than the Trustee.

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CHICAGO TITLE AND TRUST COMPANY  
not personally but as  
Trustee as aforesaid.

LASALLE NATIONAL TRUST, N.A.,  
not personally but as Trustee as  
aforesaid.

By: *Andrew Pappas*  
Its: *Asst. Vice President*

By: *Joe [Signature]*  
Its: SR. VICE PRESIDENT

Attest: *Stella Amerant*  
Its: *[Signature]*

Attest: *Marcy A. Steer*  
Its: Assistant Secretary

Witnessed corporate seal and signature hereon.

*Steven P. Gianakas*  
STEVEN P. GIANAKAS

HICKORY PROPERTIES, INC., a  
Delaware corporation

*[Signature]*  
Its: *[Signature]*  
Attest: *[Signature]*  
Its: *[Signature]*

Prepared by, and to be MAILED TO:  
JOHN J. TURNER  
LAW OFFICES OF VICTOR J. CACCIATORE  
527 South Wells Street  
Chicago, Illinois 60607

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COOK COUNTY CLERK'S OFFICE  
111 N. LAUREL ST. CHICAGO, IL 60602  
TEL: 312.603.1000 FAX: 312.603.1001  
WWW.COOKCOUNTYCLERK.COM

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## EXHIBIT A

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### Legal Description

PARCEL 1: Chicago Title and Trust Company Trust No. 1090760

That part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of said Section 11; thence South 00 degrees 00 minutes 47 seconds West along the east line of said Section 11 a distance of 1,322.29 feet to the Southeast Corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 378.83 feet; thence North 48 degrees 32 minutes 24 seconds West 468.91 feet; thence South 68 degrees 59 minutes 42 seconds West 102.34 feet; thence North 20 degrees 00 minutes 18 seconds West along a line perpendicular to the last described course 203.42 feet; for a place of beginning; thence North 89 degrees 56 minutes 23 seconds West 143.26 feet; thence North 00 degrees 03 minutes 37 seconds East along a line perpendicular to the last described course 814.55 feet to a point on the South line of a public roadway heretofore dedicated as 95th Street according to Document Nos. 12397978 and 12698530; thence South 89 degrees 42 minutes 24 seconds East along the South line of said roadway 258.77 feet; thence South 09 degrees 59 minutes 30 seconds West 775.29 feet; thence South 30 degrees 00 minutes 18 seconds East 53.05 feet to the place of beginning, all in Cook County Illinois.

PIN No. 23-11-201-019 - The real estate is located on the South side of 95th, West of Roberts Road, Hickory Hills, IL and consists of a 3.521 acre parcel.

PARCEL 2: LaSalle National Trust, N.A. Trust No. 11-108066

That part of the Northeast Quarter of the Northeast Quarter of Section 11, Township 37 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of said Section 11; thence South 00 degrees 00 minutes 47 seconds West along the East line of said Section 11 a distance of 1,322.29 feet to the Southeast corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 806.16 feet; for a place of beginning; thence continuing North 89 degrees 39 minutes 08 seconds West along the South line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 516.41 feet to the Southwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 11; thence North 00 degrees 03 minutes 37 seconds East along the West line of the Northeast Quarter of the Northeast Quarter of said Section 11 a distance of 1277.03 feet to a point on the South line of a public roadway heretofore dedicated as 95th Street according to Document Nos. 12397978 and 12698530; thence South 89 degrees 42 minutes 24 seconds East along the South line of said roadway 283.03 feet; thence South 00 degrees 03 minutes 37 seconds West 814.55 feet; thence South 89 degrees 56 minutes 23 seconds East along a line perpendicular to the last described course 143.26 feet; thence South 20 degrees 00 minutes 18 seconds East 203.42 feet; thence North 89 degrees 59 minutes 42 seconds West 102.34 feet; thence South 00 degrees 00 minutes 00 seconds West 280.16 feet to the place of beginning, all in Cook County, Illinois.

PIN No. 23-11-201-021 - The real estate is located on the South side of 95th, West of Roberts Road, Hickory Hills, IL and consists of a 10.539 acre parcel.

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## EXCULPATORY CLAUSE FOR CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Chicago Title and Trust Company, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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