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ASSIGNMENT OF LEASES AND RENTS

95717032

THIS ASSIGNMENT OF LEASES AND RENTS is made jointly and severally as of the 1st day of September, 1995 by Cole Taylor Bank, not personally, but as Trustee under Trust Agreement dated October 27, 1993 and known as Trust Number 934188 ("Trustee") and CMR

LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), which Beneficiary is the sole beneficiary of such Trust Number 934188 (Trustee and Beneficiary are hereinafter sometimes referred to collectively as "Assignor") to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, having its principal place of business at John Hancock Place, 200 Clarendon Street, Boston, Suffolk County, Massachusetts 02117 (hereinafter together with its successors and assigns, "Assignee").

WITNESSETH:

A. Trustee, as the owner of the premises known as 1800 North Clybourn Avenue, Chicago, Illinois ("the Premises") and legally described in Exhibit A attached hereto and made a part hereof, which are to be conveyed by and are more particularly described in that certain MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT (as it may be extended or amended, "the Mortgage"), executed by Assignor, dated as of September 1, 1995, and recorded herewith in the office of the Recorder of Deeds, for the County of Cook, State of Illinois ("the Registry of Deeds"), has been directed by Beneficiary to execute and deliver this instrument to secure a loan ("the Loan") of Nine Million Nine Hundred Thousand and No/100 Dollars (\$9,900,000.00) and interest thereon, made by Assignee to Assignor; which Loan is evidenced by a PROMISSORY NOTE (as it may be extended or amended, "the Note") in said amount made by Assignor to Assignee, and is secured by the Mortgage; and

B. Assignor wishes to further secure Assignee in the indebtedness, now due and to become due to Assignee, secured by the Mortgage or otherwise;

NOW, THEREFORE, in consideration of these presents, the mutual agreements herein contained, and Assignee's making of the Loan to Assignor, and as security for the payment of all sums to be paid pursuant to the Note and the performance of all other obligations set forth in the Note, the Mortgage, and any related loan documents, including without limitation this Assignment (the Note, the Mortgage, and such other related documents, as they may be extended or amended, being "the Loan Documents"),

A. Present and Absolute Assignment. Assignor does hereby presently and absolutely SELL, ASSIGN, TRANSFER, SET OVER, and GRANT to Assignee:

RECORDING FEE \$39.00
TRAM 2074 10/20/95 13:01:00
CG *-95-717032
COOK COUNTY RECORDER

39.00
K

95717032

BOX 333-CTI

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1. All leases, license agreements, and other occupancy and use agreements, oral or written, now or hereafter existing, for the Premises or any part thereof, together with all options therefor, options and other rights contained therein, amendments thereto, and renewals, modifications, and guarantees thereof, including, without limitation, those set forth on Exhibit B attached hereto and made a part hereof (in the singular, a "Lease"; together, "the Leases");
2. All the rents, income, profits, issues, revenues, avails, damages, insurance loss proceeds or refunds or rebates of premiums, proceeds from the taking of the whole or any part of the Premises for public purposes by eminent domain or otherwise, proceeds from the termination, surrender, or rejection of any Lease, accounts receivable, and abatements, refunds, or rebates of taxes or assessments, now due and which may hereafter become due under and by virtue of any of the Leases or otherwise in connection with the Premises (together, "the Rents");
3. The right to the use and possession of the Premises; and
4. The right to the use and possession of and the right to rent, let and/or lease any or all of the furniture, furnishing, fittings, attachments, appliances, and appurtenances of any kind and description now or hereafter available for the use of the tenants and/or the operation of the Premises in or to which Assignor has any right, title, or interest (together, "the Personal Property").

B. Appointment of Assignee as Attorney for Assignor.
Assignor hereby irrevocable constitutes and appoints the Assignee its true and lawful attorney in its name and seal to:

1. collect any and all Rents;
2. use such measures, legal or equitable, as in its discretion it may deem necessary or appropriate to enforce the payment of the Rents;
3. secure and maintain the use and/or possession to the Premises, the Personal Property, or any part of either; and
4. fill any and all vacancies and rent, lease and/or let the Premises, the Personal Property, or any part thereof, at its discretion.

Assignor further hereby grants to Assignee full power and authority to make contracts for the care and management of the whole or any

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part of the Premises and/or the Personal Property in such form and providing for such compensation as may be deemed advisable by Assignee, and, for the performance or execution of any or all of these presents, to constitute, appoint, authorize and, in Assignor's place and stead, put and substitute one attorney or more for Assignor; and as Assignor's attorney or attorneys, in Assignee's discretion, to revoke, and to do, execute, perform and finish for Assignor and in Assignor's name all and singular those things which shall be necessary or advisable, or which said attorney or its substitute or substitutes shall deem necessary or advisable, in and about, for, touching or concerning these presents, the Premises, or the Personal Property, or any of them, as thoroughly, amply, and fully as Assignor, being personally present, could do concerning the same; and whatsoever said attorney or its substitute or substitutes shall do or cause to be done in, about, or concerning these presents, the Premises, or the Personal Property, or any part of any of them, Assignor hereby ratifies and confirms; and also hereby granting to Assignee full power and authority to exercise at any and all times each and every right, privilege, and power herein granted, without notice to Assignor.

C. Actions of Assignor as Landlord. Assignor hereby covenants and agrees as follows:

1. That the terms of any Lease will not be altered, modified, or amended, nor will the surrender or cancellation of any Lease be accepted, nor will any assignment or sublease of any Lease be allowed or consented to, nor will any proceedings for the dispossession or eviction of any tenant under any Lease be instituted, all without the prior written consent of Assignee;
2. To observe and perform all of the obligations imposed upon the landlord under the Leases;
3. Not to collect any Rents more than 30 days in advance of the time when the same become due, except security deposits and last month's rent to the extent expressly provided for in the Leases;
4. Not to enter into any new Leases without the prior written consent of Assignee, which consent may be upon such conditions as Assignee in its sole discretion may require, including without limitation that the tenant execute a subordination, non-disturbance, and attornment agreement on a form acceptable to Assignee; and
5. Not to sell, assign, transfer, or set over any of the Rents or the Leases, at any time during the life of these presents.

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D. Further Agreements Regarding Assignee. Assignor further hereby expressly covenants and agrees as follows:

1. that Assignee shall not in any way be responsible for failure to do any or all of the things for which rights, interests, power, and/or authority are herein granted it and shall be liable only for such cash as it actually receives under the terms hereof, provided, however, that failure of Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers, or authorities hereby assigned and granted to Assignee;
2. that Assignee shall not be responsible for the control, care, or management of the Premises, or for carrying out any of the terms and conditions of the Leases, or for any waste committed or permitted on the Premises by any tenant, and Assignee shall not be liable by reason of any dangerous or defective condition of the Premises;
3. that Assignor will execute upon the request of Assignee any and all instruments requested by Assignee to carry this Assignment into effect or to accomplish any other purpose deemed by Assignee to be necessary or appropriate in connection with this Assignment, the Premises, or the Personal Property;
4. that during the term of this Assignment and any proceedings brought to enforce the Mortgage, Assignor will not remove or cause to be removed from the Premises any of the Personal Property, except in the ordinary course of business and after replacing what has been removed with personal property of the same or greater value and usefulness, and will not look to Assignee for any damage to the same;
5. that this Assignment shall in no way operate to prevent Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage, the Note, or any other Loan Document;
6. that Assignee's acceptance of this Assignment shall not constitute Assignee's consent to any Lease, nor its agreement to subordinate the Mortgage to any Lease, nor its agreement that any Lease shall survive foreclosure of the Mortgage; and
7. that notwithstanding any provision in the Note, the Mortgage, or any other Loan Document limiting the liability of Assignor, Assignor shall indemnify Assignee

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and its officers, employees, and agents, with counsel of Assignee's choice, from all claims, demand, liabilities, losses, damages, judgments, and costs, including attorneys' fees, which are in any way related to any of the Leases (including without limitation any affirmative landlord obligations arising thereunder), to the Premises, or to Assignee's exercise of any of its rights under this Agreement.

E. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee as follows:

1. That the rent roll or occupancy schedule attached as an exhibit to the Mortgage Commitment Application given by Assignor to Assignee in connection with its application for the Loan ("the Rent Roll") is a true, accurate, and complete list of all Leases or options to lease now in effect at the Premises; that each of the Leases is valid and enforceable; that none of the Leases has been amended or extended except as expressly set forth in the Rent Roll; that no tenant has any right or option to renew, modify, or extend its Lease, or to acquire the Premises or any portion thereof, except as expressly set forth in the Rent Roll; that there exist no uncured defaults by Assignor under any of the Leases, nor, to Assignor's knowledge, any uncured defaults by any tenant thereunder; that there are no claims by tenants, or obligations on the part of the landlord, in connection with any of the Leases except as expressly set forth in the Rent Roll; that no rental concessions or periods of free rent have been given for any period after the date of this Assignment except as expressly set forth in the Rent Roll; and that Assignor has given to Assignee true, correct, and complete copies of all of the Leases; and
2. that none of the Rents or the Leases have heretofore been sold, assigned, transferred, or set over by any instrument now in force, and that Assignor has good right to sell, assign, transfer, and set over the same and grant to and confer upon Assignee the rights, interests, powers, and/or authorities herein granted and conferred.

F. Miscellaneous. Assignor, for the consideration aforesaid, hereby ratifies and confirms all that Assignee may have done under any previous assignment of rents, or in connection with the Premises, the Personal Property, the Loan, and/or the Mortgage.

Assignor does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid Rent agreed upon in each tenancy to Assignee upon receipt of demand from Assignee to so pay the same.

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Assignor agrees, for itself and for all tenants, present and future, under any of the Leases, that no affirmative landlord obligation under or related to any Lease shall be binding upon any purchaser at foreclosure or upon the recipient of a deed in lieu of foreclosure, in both cases including without limitation Assignee.

G. Rights of the Parties. Unless and until there is a default in the performance or observance of any of the terms of the Note, the Mortgage, or any other Loan Document, and subject to the provisions of all other Loan Documents, Assignor is hereby granted a limited license, as hereinafter set forth, to possess and use the Premises and the Personal Property and to collect and receive the Rents, and shall have the right to enforce the collection of Rents by any appropriate action or proceeding (subject to section C.1. hereof) brought in the name of Assignor until such time as said limited license is otherwise revoked. The Rents shall be applied to the reduction of the balance of the Loan as and when payments become due under the terms of the Loan Documents.

Upon default under any of the terms or provisions of the Note, the Mortgage, or any other Loan Document, and without prior notice being given to Assignor or any subsequent owner of the Premises by Assignee in the exercise upon default of its rights hereunder or under any other Loan Document, and without any requirement that a receiver be appointed or that Assignee have taken control of the Premises, said limited license shall automatically be revoked and become null and void, and Assignor shall, upon receipt of demand from Assignee, promptly pay over to Assignee all Rents then in Assignor's possession or control and all Rents received after Assignor's receipt of such demand. Assignee, at its option and without further consent thereto by Assignor, may thereupon collect the Rents, may enter in and upon the Premises and take possession thereof and of the Personal Property, and may do every act and thing that Assignor or any subsequent owner of the Premises might or could do. Upon curing all such defaults within applicable cure periods, subject to section D.5. hereof, Assignor shall then be entitled under said limited license to collect and receive the Rents.

Without limiting the provisions of the preceding paragraph, upon default under any of the terms or provisions of the Note, the Mortgage, or any other Loan Document, Assignee may enforce this Assignment by any legal or equitable remedy, including an action for damages or for specific performance of this Assignment, and Assignor agrees that its failure to pay over any Rents to Assignee, as set forth in the preceding paragraph, shall constitute conversion of the funds of Assignee.

Upon the recording in the Registry of Deeds of a discharge of the Mortgage, this Assignment shall terminate (provided that sections D.1., D.2., D.4 (last two lines), and D.7. hereof shall survive such termination); and the Leases shall automatically be

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reassigned to the then owner in fee of the Premises; or if said owner so directs by written notice, the Leases shall be assigned to such other person or persons as said owner designates.

If any one or more of the provisions of this Assignment are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

This Assignment shall be interpreted in accordance with the laws of the State in which the Premises are located.

This instrument is executed by the Trustee, not personally but solely as Trustee as aforesaid. All of the covenants and obligations to be performed hereunder by Cole Taylor Bank are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against Cole Taylor Bank, or, except as otherwise provided in Section 9.1 of the Mortgage, against CMR Limited Partnership, the beneficiary of Trust Number 934188, by reason of any of the covenants, statements, representations or warranties herein contained.

IN WITNESS WHEREOF, this Assignment is duly executed as of the day and year first above written.

COLE TAYLOR BANK, not personally, but as Trustee as aforesaid under Trust No. 934188

By: [Signature]
Its: [Signature] President

ATTEST:

[Signature]
(Assistant) Secretary

CMR LIMITED PARTNERSHIP, an Illinois limited partnership

By: CMR DEVELOPMENT CORPORATION, LTD., an Illinois corporation, its general partner

By: [Signature]
Charles R. Malk
President

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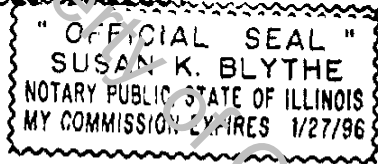
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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16th day of October, 1995 by MARTIN J. BROWN, President and MARTIN J. BROWN, Secretary of Cole Taylor Bank, not personally but solely on behalf of said Bank and as Trustee as aforesaid under Trust Number 214188.

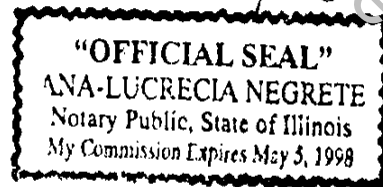


Susan K. Blythe
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16th day of October, 1995 by Charles R. Malk, President of CMR Development Corporation, Ltd., an Illinois corporation, as general partner of CMR LIMITED PARTNERSHIP, an Illinois limited partnership, on behalf of said partnership.

Ana Lucrecia Negrete
Notary Public



THIS INSTRUMENT PREPARED BY AND AFTER RECORDING, REGISTRATION OR FILING PLEASE RETURN TO:

Wilson & McIlvaine
500 West Madison Street
Suite 3700
Chicago, Illinois 60661
Attention: Peter A. Sarasek, Esq.

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EXHIBIT A

Legal Description

PARCEL 1:

LOTS 1 TO 6 AND 21 TO 26, ALL INCLUSIVE, IN BLOCK 6 IN THE SUBDIVISION OF LOTS 1 AND 2 OF BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO, SITUATED IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 4, 5, 6, 7, 8, 9 AND THAT PART OF LOT 3 LYING NORTH AND NORTHWESTERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SHEFFIELD AVENUE, 244.47 FEET SOUTH OF THE INTERSECTION OF SAID WEST LINE OF SHEFFIELD AVENUE WITH THE SOUTHWESTERLY LINE OF CLYBOURN AVENUE THENCE WEST AT RIGHT ANGLES TO SAID WEST LINE OF SHEFFIELD AVENUE 81.58 FEET MORE OR LESS TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 164.47 FEET SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF WILLOW STREET AS NOW OCCUPIED; THENCE SOUTHWESTERLY ALONG SAID PARALLEL LINE 91.71 FEET MORE OR LESS TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF MARCEY STREET; ALL IN BLOCK 9 IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 8 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE SOUTH 1/2 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

STREET ADDRESS: 1800 NORTH CLYBOURN AVENUE
CHICAGO, ILLINOIS

P.I.N.s 14-32-418-002
14-32-418-004
14-32-420-001
14-32-420-003
14-32-420-004

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EXHIBIT B TO ASSIGNMENT OF LEASES AND RENTS

Schedule of Leases

| <u>Tenant</u> | <u>Lease Commencement</u> |
|---|---------------------------|
| Bed, Bath & Beyond of Lincoln Park, Inc. | 5/1/95 |
| Goose Island Brewery | 12/1/93 |
| Sound Fitness Systems, Inc. d/b/a Fitness Warehouse | 10/1/94 |
| The Gap, Inc. | 5/1/95 |
| Erehwon Mountain Outfitters, Inc. | 6/1/95 |
| CMR Limited Partnership (Master Lease) and Guaranty thereof executed by Charles R. Mall | 9/1/95 |

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