

UNOFFICIAL COPY

95721934

ILLINOIS
TCF BANK ILLINOIS fsb
ASSIGNMENT OF LEASES AND
RENTS

DEPT-01 RECORDING \$29.00
T#0012 TRAN 7103 10/23/95 14:48:00
#5132 + CG *-95-721934
COOK COUNTY RECORDER

95849907
7568952 72/11/95

29.00

The undersigned, in order to further secure the Liabilities (defined below), does hereby sell, assign and transfer unto TCF Bank Illinois fsb, a federally chartered stock savings bank ("Assignee") with an office located at 1420 Kensington Road, Suite 320, Oak Brook, Illinois 60521, all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises located in Cook County, State of Illinois, legally described on Exhibit A attached hereto and made a part hereof ("Premises"), or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Assignee under the powers herein granted. It is the intention of the parties to this Assignment of Leases and Rents to establish an absolute transfer and assignment of all the said leases and agreements and all avails thereof, to the Assignee, and the undersigned does hereby irrevocably appoint the Assignee as the undersigned's true and lawful attorney in the undersigned's name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties, at such rental and upon such terms, in the Assignee's discretion as the Assignee may determine, and for the Assignee to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist 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 the Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rents have been or will be paid by any person in possession of any portion of the Premises for more than one installment in advance and that the payment of rents has not been or will not be waived, released, reduced or discounted or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees that the undersigned will not further assign any of the rents, issues or profits of the premises except with the prior written consent of the Assignee.

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

The undersigned further agrees that it shall enforce and shall cause to be enforced all leases while the Liabilities are outstanding, to assign and transfer to the Assignee all existing and future leases upon all or any part of the Premises and to execute and deliver, immediately upon the request of the Assignee, all such further assurances and assignments as the Assignee shall from time to time require. The undersigned shall deliver or cause to be delivered a copy of any and all leases to the Assignee. No lease may be entered into, executed, modified, amended, canceled or terminated without the express written consent of the Assignee.

Although it is the intent of the parties that this Assignment of Leases and Rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights and powers conferred upon the Assignee herein until and unless a Default, as defined in the Mortgage (defined below), shall occur.

In any case in which under the provisions of the Mortgage of this even date made by the undersigned in favor of the Assignee to secure the Note (defined below) ("Mortgage"), the Assignee has a right to institute foreclosure proceedings, whether before or after the Liabilities are declared to be immediately due or upon expiration of notice and grace periods, if any, whether before or after institution of legal proceedings to foreclose the lien thereof, or before or after sale thereunder, immediately upon demand of the Assignee, the undersigned agrees to surrender to the Assignee and the Assignee shall be entitled to take actual possession of the Premises or any part thereof personally, or by the Assignee's agents or attorneys, and the Assignee in the Assignee's discretion may, with or without force and with or without process of law, 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 undersigned, or then owner of the Premises relating thereto, and may exclude the undersigned, the undersigned's

95721934

BOX 333 CT

UNOFFICIAL COPY

agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undersigned or in the Assignee's own name and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by the Assignee's agents or attorneys, with full power to use such measures, legal or equitable, as in the Assignee's discretion or in the discretion of the Assignee's successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rents, actions in forcible detainer and actions in distress of rent. The undersigned grants the Assignee 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 undersigned, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof. The undersigned hereby grants the Assignee the full power and authority to make necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious to the Assignee, in the Assignee's discretion. The undersigned hereby grants the Assignee the full power and authority to insure and reinsure the Premises for all risks, incidental to the Assignee's possession, operation and management thereof and to receive such avails, rents, issues and profits.

The Assignee shall not be obligated to perform or discharge, nor does the Assignee hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which the Assignee may or might incur under any such leases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against the Assignee by reason of any alleged obligations or undertakings on the Assignee's part to perform or discharge any of the terms, covenants or agreements contained in said leases or agreements or in the defense of any claims or demands arising prior to the Assignee taking possession of the Premises. The undersigned hereby agrees to immediately reimburse the Assignee upon demand for any amount due the Assignee by reason of this paragraph, including costs, expenses and reasonable attorneys' and paralegals' fees and costs incurred by the Assignee (including the cost to the Assignee of using internal counsel, if applicable).

The Assignee, in the exercise of the rights and powers conferred upon the Assignee by this Assignment of Leases and Rents, shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Assignee may determine:

- (a) To the payment of the operating expenses of the Premises, including the cost of management and leasing thereof (which shall include reasonable compensation to the Assignee and the Assignee's agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), to establish reserves for claims for damages, if any, and premiums on insurance hereinabove authorized;
- (b) To the payment of taxes and special assessments now due or which may hereafter become due on the Premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements of the Premises, including the cost from time to time of installing, replacing, refrigeration, gas or electric appliances therein, and of placing the Premises in such condition as will, in the judgment of the Assignee, make it readily rentable; and
- (d) To the payment of any outstanding Liabilities.

The undersigned 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 rental agreed upon in any tenancy to the Assignee upon receipt of demand from the Assignee to so pay the same.

"Liabilities" means all indebtedness, obligations and liabilities of the undersigned to the Assignee for payment of any and all amounts due under the Mortgage, the Note, the other Financing Loan Documents (defined below), and any indebtedness, or contractual duty of every kind and nature of the undersigned or any Guarantor (defined below) to the Assignee, howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, joint or several, now or hereafter existing, due or to become due and howsoever owned, held or acquired, whether through discount, overdraft, purchase, direct loan or as collateral, or otherwise together with all extensions, renewals, modifications or amendments of or to any of the foregoing. Liabilities also includes all costs of collection, expenses and reasonable attorneys' and paralegals' fees and costs (including the cost to the Assignee of using internal counsel, if applicable) incurred or paid by the Assignee in attempting the collection or enforcement of the Note, or any other indebtedness of the undersigned or any Guarantor to the Assignee, any guaranty of the Note or in the repossession, custody, sale, lease, assembly or other disposition of any collateral for the Note. Liabilities includes all of the indebtedness or contractual duties to the Assignee of partnerships created or arising while the undersigned or any Guarantor may have been or may be a member of those partnerships.

"Financing Loan Documents" means Financing Loan Documents as defined in the Note.

UNOFFICIAL COPY

"Guarantor" means any endorser, guarantor, accommodation party, pledgor of security for or surety of any of the Liabilities.

"Note" means the promissory note of even date herewith, executed, jointly and severally, if more than one, by the undersigned and made payable to the Assignee in the principal amount of Four Hundred Thousand and 00/100 Dollars (\$400,000.00), including all extensions, renewals and modifications thereof.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon the heirs, estates, legal and personal representatives, successors and assigns of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. Each of the undersigned shall be jointly and severally, if more than one, obligated hereunder. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to the Assignee's successors and assigns, including all holders, from time to time, of the Note.

It is understood and agreed that the provisions set forth in this Assignment herein shall be deemed as a special remedy given to the Assignee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies granted therein.

It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all of the Liabilities and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues and profits of the Premises, or by the undersigned, or until such time as this instrument may be voluntarily released by the Assignee. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the Liabilities are fully satisfied before the expiration of any applicable period of redemption.

In the event this Assignment of Leases and Rents is executed by a corporate land trustee, then this Assignment of Leases and Rents is executed by the undersigned, not personally, but as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee, and insofar as said trustee is concerned, is payable only out of the trust estate which in part is securing the payment of the liabilities and through enforcement of the provisions of any other collateral or guaranty from time to time securing payment of the liabilities; no personal liability shall be asserted or be enforceable against the undersigned, as trustee, because or in respect of this Assignment of Leases and Rents or the making, issue or transfer thereof, and such personal liability of said trustee, if any, being expressly waived in any manner.

The Assignee reserves the right to waive or refrain from waiving any right or remedy under this Assignment of Leases and Rents and any other Financing Loan Documents. No delay or omission on the part of the Assignee in exercising any right or remedy hereunder shall operate as a waiver of such right or remedy or of any other right or remedy under this Assignment of Leases and Rents or any other instrument, document, agreement or other writing relating thereto.

This Assignment of Leases and Rents and any documents executed and delivered to the Assignee pursuant hereto constitute the entire agreement between the parties and may be amended only by a writing signed by an authorized individual on behalf of each party.

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

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Leases and Rents to be signed as of the 11th day of October, 1995.

Address:
854 Ash Street
Winnetka, Illinois 60093

Lyman Realty Group LLC
An Illinois limited liability company

By James W. Lyman
Its: Member

By Mark M. Lyman
Its: Member

By Thomas J. Lyman
Its: Member

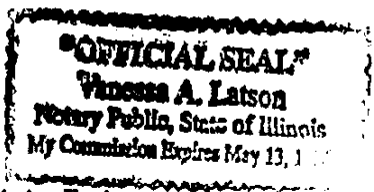
STATE OF Illinois

COUNTY OF Cook

I, Theresa H., a Notary Public in and for the County and State aforesaid, do hereby certify that James W. Lyman, Mark M. Lyman and Thomas J. Lyman, personally known to me to be the same persons whose names are as members of Lyman Realty Group LLC, an Illinois limited liability company subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being thereto duly authorized, signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of October, 1995.

Theresa H.
Notary Public



My Commission Expires: _____

95721934

UNOFFICIAL COPY

EXHIBIT A
TO
ASSIGNMENT OF LEASES AND RENTS
DATED AS OF October 11, 1995
BETWEEN Lyman Realty Group LLC, an Illinois limited liability company
AND TCF BANK ILLINOIS fsb

Legal Description

LOT 6 IN BLOCK 12 IN D.S. LEE'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-06-215-015-0000

Commonly known as: 1923 Schiller Street, Chicago, Illinois

Prepared by and after recording

Mail to:

Michael C. Spitzer _____

TCF Bank Illinois, fsb _____

1420 Kensington, Suite 320 _____

Oak Brook, Illinois 60521 _____

UNOFFICIAL COPY

Property of Cook County Clerk's Office