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This instrument was prepared by,
and after recording return to:

Michael R. Wolfe
Berger, Newmark & Fenichel, P.C.
222 N. LaSalle Street, Suite 1900
Chicago, Illinois 60601
(312) 782-5050

Permanent Real Estate Tax Index Nos:

Part of

17-06-125-043 and 045

Common Address:

2230 W. Division Street
Chicago, Illinois 60622

95740045

DEPT-01 RECORDING \$37.50
T#0001 TRAN 0617 10/30/95 14:21:00
#2773 JM *-95-740045
COOK COUNTY RECORDER

ABOVE SPACE FOR RECORDER'S USE ONLY

37.50
\$

COLLATERAL ASSIGNMENT OF LEASES

This Assignment is made October 3, 1995, between SAINT MARY OF NAZARETH HOSPITAL CENTER, an Illinois not-for-profit corporation having its principal business office at 2233 W. Division Street, Chicago, Illinois 60622, (hereinafter referred to as "Saint Mary"), LASALLE NATIONAL TRUST, N.A., as Trustee under the provisions of a Trust Agreement dated April 11, 1995, and known as Trust No. 119109, having its principal business office at 135 S. LaSalle Street, Chicago, Illinois 60603, (hereinafter together with Saint Mary referred to as "Assignor") and Manufacturers Bank having an office at 1200 N. Ashland Avenue, Chicago, Illinois 60622 (hereinafter referred to as "Assignee").

WITNESSETH:

WHEREAS, Assignor is indebted to Assignee in the principal amount of Five Million Two Hundred Thousand and 00/100 (\$5,200,000.00) Dollars together with interest thereon from and after the date hereof at the rates provided in that Mortgage Note ("Note"), of even date herewith;

WHEREAS, Assignor, to evidence and secure the loan indebtedness, has executed and delivered a Mortgage, Security Agreement and Assignment of Leases and Rents ("Mortgage") of even date herewith, to secure said Note on certain real estate in the County of Cook, State of Illinois, legally described on the attached Exhibit A, including the improvements now or hereafter thereon and the easement rights and appurtenances thereunto belong, all of which said real estate being hereinafter called the "Mortgaged Premises"; and

WHEREAS, Assignor is or may be the Lessor (or the Assignee of Lessee) under certain written Leases of all or part of the Mortgaged Premises involving the above described real property, including, but not limited to the following described Leases:

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<u>SPACE NO.</u>	<u>AREA</u>	<u>EXPIRATION DATE</u>	<u>LESSEE</u>
100	2,700	3 Years	St. John Heart Clinic
105	1,245	3 Years	Drs. Kiely and Maghrabi
120	915	3 Years	George Sosenko, M.D.
125	825	3 Years	Christine Hryhoczuk, D.D.S.
130	1,675	3 Years	Drs. Morof and Wiatr
135	1,650	3 Years	Dr. Nadimpalli
200	1,120	3 Years	Treister Orthopaedic Services, Ltd., et. al.
205	1,120	3 Years	Drs. Danon and Mercado
210	825	3 Years	Dr. K. Thomas
220	680	3 Years	Dr. Z. Huq
225	825	3 Years	Dr. A. Mercado
230	825	3 Years	Dr. R. Villalba
235	1,700	3 Years	North Chicago Orthopaedic Clinic, Inc.
245	1,650	3 Years	Dr. Klodnycky
260	1,520	3 Years	Drs. Carasig, Madamba and Lertsburapa
305	1,120	3 Years	Adalberto Camp, M.D.
310	850	3 Years	Dr. Ajmani and Dr. Joshi
315	850	3 Years	Dr. A. Patel
320	1,215	3 Years	Dr. Steven Yellen
330	850	3 Years	Mohammed N. Siddiqui, M.D.
340	885	3 Years	A. Majumadi, M.D.
355	1,860	3 Years	A. DeLeon, M.D.

WHEREAS, Assignee has required the Assignment hereinafter made as a condition to making the above loan.

NOW, THEREFORE, Assignor, for good and valuable considerations, the receipt of which is hereby acknowledged, does hereby collaterally, bargain, sell, transfer, assign, convey, set over and deliver unto Assignee, as security for the payment of the above described loan indebtedness and the payment and performance of all the terms and conditions of said Note, the Mortgage, and any and all amendments, extensions, and renewals thereof, the above described leases and all other leases affecting the Mortgaged Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment and all amendments, extensions, and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents and other income which may now or hereafter be or become due or owing under the Leases and any of them or on account of the use of the Mortgaged Premises, it being intended hereby to establish a collateral transfer of all Leases hereby assigned and all the rents and other income arising thereunder and on account of the use of the Mortgaged Premises unto Assignee, with the right but without the obligation, upon the occurrence of an Event of Default under the aforesaid Mortgage or Mortgage Note, to collect all of said rents and other income which may become due during the life of this Assignment. Assignor agrees to deposit with Assignee upon demand such Leases as may from time to time be designated by Assignee.

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Subject to and in accordance with the terms of the Mortgage and this Assignment, Assignor hereby appoints Assignee, for purposes of collecting rents only, the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place, and stead, to demand, collect, receipt, and give complete acquittance for any and all rents and other amounts herein assigned, which may be or become due and payable by the Lessees and other occupants of the Mortgaged Premises, and at its direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and endorse the payment of any and all rents and other amounts herein assigned. Upon the occurrence of an Event of Default under the aforesaid Mortgage or Note, the Lessees of the Mortgaged Premises, or any part thereof, are hereby expressly authorized and directed to pay all rents and other amounts herein assigned to Assignee or such Nominee as Assignee may designate in writing delivered to and received by such Lessees who are expressly relieved of any and all duty, liability, or obligation to Assignor in respect to all payments so made.

Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents assigned hereunder, including the right to enter upon the Mortgaged Premises, or any part thereof, and take possession thereof forthwith to the extent necessary to affect cure of any default on the part of Assignor as Lessor in any of the Leases; and Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges, and powers herein granted, subject to the terms of the Mortgage and this Assignment at any and all times hereafter, after having given ^{Ten (10)} ~~five (5)~~ days advance written notice to Assignor, with full power to use and apply all the rents and other income herein assigned to the payment of the costs of managing and operating the Mortgaged Premises and of any indebtedness or liability of Assignor to Assignee, including, but not limited to, the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Mortgaged Premises, or of making same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payment due from Assignor to Assignee on said Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to press any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Lessor under any of the Leases and does not assume any of the liabilities in connection with or arising, or growing out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of the obligations imposed under any and all of the Leases and hereby agrees to indemnify Assignee and to hold it harmless from any liability, loss, or damage, which is incurred by it under said Leases or by reason of this Assignment, and from any

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and all claims and demands whatsoever, which are asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. It is further understood that this Assignment shall not, until Assignee exercises its right hereunder, operate to place responsibility for the control, care, management or repair of the Mortgaged Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Mortgaged Premises by the Lessee under any of the Leases or any other party, or for any dangerous or defective condition of the Mortgaged Premises, or for any negligence (other than the negligence of Assignee and its agents) in the management, upkeep, repair, or control of said Mortgaged Premises resulting in the loss or injury or death to any Lessee, licensee, employee or stranger.

Any amounts collected hereunder by Assignee which are in excess of those applied to pay in full the aforesaid liabilities and indebtedness at the time due shall be promptly paid to Assignor.

Except for extensions in the terms of the Lease or Leases in effect from time to time, and except for increases in the rental required to be paid by the Lessee or Lessees thereunder and except to the extent of modifications, amendments, concessions, etc., necessary to the ordinary course of business or which are not material, Assignor covenants not to alter, modify, amend, or change the material terms of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or intentionally waive any obligation required to be performed by a Lessee without the prior written consent of Assignee, or cancel or terminate any such Lease, or accept a surrender thereof, except in accordance with Lease terms, and Assignor will not make any further transfers or assignments thereof, or convey or transfer, or suffer a conveyance or transfer of the Mortgaged Premises, or of any interest therein (except as may be permitted under the provisions of the Mortgage) so as to effect directly or indirectly, a merger of the estates and rights of or a termination or diminution of the obligation of any Lessee thereunder. Assignor further covenants to promptly deliver to Assignee, upon written request therefor, copies of any and all demands, claims and notices of default received by it from any Lessee under any Lease assigned herein.

Upon payment in full of the principal sum, interest and other indebtedness secured hereby, this Assignment shall be and become null and void; otherwise, it shall remain in full force and effect as herein provided and with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of Assignee and any subsequent holder of said Note, and shall be binding upon Assignor, and its heirs, legal representatives, successors and assigns, and any subsequent owner of the Mortgaged Premises.

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Notwithstanding any provision herein to the contrary, prior to the occurrence of an Event of Default under the Note, or the aforesaid Mortgage, Assignor shall have the license and right to collect as the same become due and payable, but in any event for not more than one calendar month, in advance, all rents and other income arising under the Leases and from the Mortgaged Premises, and to enforce all provisions contained in the Leases. Assignor shall tender such accounts of collections as Assignee may require. The license herein given to Assignor shall terminate immediately upon the occurrence of an Event of Default under the Note, or the aforesaid Mortgage or this Assignment, and upon written notice of such Event of Default at any time hereafter given by Assignee to any Lessee by mailing same by United States registered mail, postage prepaid, and addressed to the Lessee named in the Lease, all rentals thereafter payable and all agreements and covenants thereafter to be performed by the Lessee shall be paid and performed by the Lessee directly to Assignee in the same manner as if the above license had not been given, without prosecution of any legal or equitable or any part thereof, is authorized and directed to pay to Assignor any rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt of such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

Any Lessee of the Mortgaged Premises, or any part thereof, is authorized (for so long as no event of Default exists under the Note, the aforesaid Mortgage, or this Assignment) and directed to pay Assignor the security deposit set forth in its Leases and monthly payments for real estate taxes, insurance, and common area charges called for in its Lease, and any payment made prior to receipt by such Lessee of notice of Assignor's default shall constitute a full acquittance to Lessee therefor.

This instrument is being executed and delivered concurrently with the Note, and the aforesaid Mortgage, to which it refers and shall be binding upon and all rights, privileges and prerogatives given herein shall inure to the benefit of the Assignor, the Assignee, the Lessees, and their respective heirs, executors, administrators, successors and assigns.

This Assignment is executed by LASALLE NATIONAL TRUST, N.A., not personally or individually, but solely as Trustee under Trust Agreement dated April 11, 1995 and known as Trust No. 119109 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by said Trustee are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against said Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Assignment.

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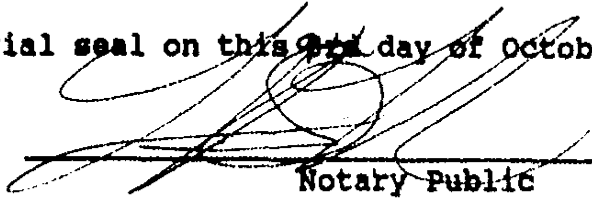
STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, Lisa K. Lahiff, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sister Stella Louise, President of Saint Mary of Nazareth Hospital Center, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal on this 9th day of October, 1995.



Notary Public

My Commission Expires:

9/15/96



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EXHIBIT A

Parcel 1: A parcel of land in part of Block 16 and that portion of vacated N. Bell Avenue and the East and West vacated public alley in Watson, Tower and Davis' Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, recorded October 10, 1856 and rerecorded June 23, 1857, bounded and described as follows: Beginning at a point in the South line of said Block 16, 155.36 feet West (as measured along said South line) of the Southeast corner of said Block 16; thence North 89 degrees 55 minutes 22 seconds West along said South line (said South line also being the North line of W. Division Street, 100 feet in width) a distance of 175.69 feet, thence North 00 degrees 00 minutes 00 seconds East, a distance of 154.00 feet, thence South 89 degrees 55 minutes 22 seconds East along a line 154.00 feet North of and parallel with said South line, a distance of 175.69 feet; thence South 00 degrees 00 minutes 00 seconds West 154.00 feet to the point of beginning, in Cook County, Illinois.

Parcel 2: Declaration of Easements, Conditions, Covenants and Restrictions by and between LaSalle National Trust N.A. as Trustee under Trust Agreement dated April 15, 1971 and known as Trust No. 42200 and St. Mary of Nazareth Hospital Center Dated May 10, 1995 and Recorded September 29, 1995 as Document Number 95662167, and as amended by Amendment recorded October 25, 1995 as Document Number 95729195, described as follows:

Parcel A:

Parcel I:

The South 1/2 (except the North 33 feet thereof taken for West Haddon Avenue) of Block 3 in SUFFERN'S SUBDIVISION of the Southwest 1/4 of Section 6, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

Parcel II:

Lots 1 and 2, the West 1/2 of Lot 7, all of Lots 8 to 45, inclusive, the vacated 16 foot Alley East of and Adjoining said Lot 45 and Lots 46 to 50, inclusive, in the subdivision of the North part of Block 3 in SUFFERN'S SUBDIVISION, aforesaid.

Parcel III:

Lots 1, 2, 3 and 4 in the Resubdivision of Lots 3 to 6, inclusive, and the East 1/2 of Lot 7 in the Subdivision of the North part of Block 3 in SUFFERN'S SUBDIVISION, aforesaid.

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EXHIBIT A

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Parcel IV:

All of the Public Alleys and all of the part of West Haddon Avenue vacated by Ordinance passed by the City Council of the City of Chicago on November 12, 1971 and recorded in the office of the Recorder of Deeds of Cook County, Illinois on January 4, 1972 as Document Number 21766647.

Parcel B:

Blocks 15 and 16 in the Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian (acknowledged by Watson, Tower and Davis), recorded October 10, 1856, Ante-Fire, and re-recorded June 23, 1857, Ante-Fire, together with all of the vacated alleys lying within said Blocks 15 and 16, and, also together with that part of vacated North Bell Avenue lying between said Blocks 15 and 16 and lying South of a line drawn between the Northeast corner of said Block 15 and the Northwest corner of said Block 16 and lying North of a line drawn between the Southeast corner of said Block 15 and the Southwest corner of said Block 16, all taken as one tract in Cook County, Illinois excepting therefrom the following described property:

Parcel C:

A parcel of land in part of Block 16 and that portion of vacated North Bell Avenue and the East and West vacated Public Alley, in Watson, Tower and Davis' Subdivision of the West 1/2 of the Northwest 1/4 of Section 6, Township 39 North, Range 14, East of the Third Principal Meridian, (Acknowledged by Watson, Tower and Davis), recorded October 10, 1856, Ante-Fire, and re-recorded June 23, 1857 bounded and described as follows:

Beginning at a point in the South line of said Block 16, 155.36 feet West (as measured along said South line) of the Southeast corner of said Block 16; thence North 89 degrees 55 minutes 22 seconds West along said South line (said South line also being the North line of West Division Street, 100 feet in width) a distance of 175.69 feet; thence North 00 degrees 00 minutes 00 seconds East, a distance of 154.00 feet; thence South 89 degrees 55 minutes 22 seconds East along a line 154.00 feet North of and parallel with said South line, a distance of 175.69 feet; thence South 00 degrees 00 minutes 00 seconds West 154.00 feet to the point of beginning.

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