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DEPT. OF RECORDS & CLERK
COUNTY OF COOK, ILLINOIS
RECORDS & CLERK'S OFFICE
COURT HOUSE BUILDING
600 NORTH DEARBORN STREET
CHICAGO, ILLINOIS 60610-4492

STATE OF ILLINOIS

ASSIGNMENT OF LEASES

COUNTY OF COOK

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THIS ASSIGNMENT (the "Assignment") is made as of the 14 day of November, 1995 by Anson Station Limited Partnership, a limited partnership organized under the laws of the State of North Carolina ("Anson"), having a mailing address of 801 Douglas Avenue, Suite 200, Altamonte Springs, Florida 32714, and Roxboro Square Limited Partnership, a limited partnership organized under the laws of the State of North Carolina, having a mailing address of 801 Douglas Avenue, Suite 200, Altamonte Springs, Florida 32714 ("Roxboro") (Anson and Roxboro shall be referred to collectively herein as the "Borrower") to NationsBank, N.A., a national banking association with its principal offices in Charlotte, North Carolina (the "Bank"), having a mailing address of Interstate Tower, NC1-005-17-01, 121 West Trade Street, Charlotte, North Carolina 28255, Attention: Real Estate Loan Administration.

RECITALS:

1. The Borrower is the owner of certain land, improvements constructed thereon (or to be constructed thereon) and personal property located thereon (or to be located thereon) and used in connection therewith (collectively the land, improvements and personal property are referred to as the "Premises"), said land being more particularly described in Exhibit A attached hereto and made a part hereof.

This instrument was prepared by and when recorded should be returned to:

PIN NO.

Moore & Van Allen, PLLC (MEC)
NationsBank Corporate Center
100 North Tryon Street, Floor 47
Charlotte, N.C. 28202-4003

- 09-14-111-004
- 09-14-111-005
- 09-14-111-006
- 09-14-111-021
- 09-14-111-022
- 09-14-111-023
- 09-14-111-024
- 09-14-111-025

STREET ADDRESS.

CHAR_1\F:\DOCS\MEC\BANKING\150635_2

BOX 333-CTI

Best Buy Co., Inc.
9520 Greenwood Avenue
Niles, Illinois 60628-1632

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2. The Bank is the beneficiary and holder of a mortgage and security agreement (the "Mortgage Instrument") recorded or to be filed for record in the land records of Cook County, Illinois, encumbering the Premises and securing the Borrower's obligations under the promissory note dated as of even date in the principal amount of \$3,500,000.00 (the "Note") and the loan agreement dated as of even date between Borrower and the Bank (the "Loan Agreement"). The Note, Loan Agreement, Mortgage Instrument, this Assignment and certain related documents executed in connection with the loan evidenced by the Note and Loan Agreement (the "Loan") may be referred to collectively as the "Loan Documents".

3. The Bank, as a condition to making the Loan, has required the execution of this assignment of the rentals, leases, income, issues and profits of the Premises by the Borrower.

NOW, THEREFORE, in order further to secure the payment of the Loan and as an essential and integral part of the security therefor, and in consideration of the making of the Loan and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower does hereby immediately and absolutely sell, assign, transfer, and set over unto the Bank, its successors and assigns, the rights, interests and privileges which the Borrower as lessor has and may have in any and all leases now existing or hereafter made and affecting the Premises as such leases may have been, or may from time to time be hereafter, modified, extended and renewed, with all rents, issues, income and profits due and becoming due therefrom, and the acceptance of this assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights of the Bank under the terms of the Loan Documents.

1. Application of Rents by Borrower. So long as there shall exist no Event of Default (as defined in the Mortgage Instrument), the Borrower shall have the right under a license granted hereby (but limited as provided in the following section) to collect upon, but not more than two months prior to accrual, all of said rents, arising from or out of such leases or any renewals or extensions thereof, or from or out of the Premises or any part thereof, and the Borrower shall receive such rents as a trust fund to be applied, and the Borrower hereby covenants to so apply same, to the payment of taxes and assessments upon the Premises before penalty or interest are due thereon, to the cost of such insurance and of such maintenance and repairs as is required by the terms of the Mortgage Instrument and Loan Agreement, and to the payment of interest and principal and other amounts becoming due on the Loan, before using any part of the same for any other purposes.

2. Collection of Rents by Bank. In furtherance of the foregoing assignment, the Borrower hereby authorizes the Bank, by its employees or agents, at its option, after the occurrence of an Event of Default, to terminate the aforesaid license granted to the Borrower to collect said rents, income, issues and profits

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and to enter upon the Premises, and to collect, in the name of Anson, Roxboro or the Borrower or in its own name, as assignee, the rents accrued but unpaid and in arrears at the date of said Event of Default as well as the rents thereafter accruing and becoming payable during the period of the continuance of the said Event of Default or any other Event of Default; and to this end, the Borrower further agrees that it will facilitate in all reasonable ways the Bank's collection of said rents, and will, upon request by the Bank, execute a written notice to each tenant directing the tenant to pay rent to the Bank.

3. Bank's Entry Upon Premises. Upon such entry, the Bank shall be authorized, but not obligated, to take over and assume the control, care, management, operation, repair and maintenance of the Premises and to perform such other acts as the Bank in its discretion may deem proper, and to expend such sums out of the income of the Premises as may be needful in connection therewith, in the same manner and to the same extent as the Borrower theretofore might do (including the right to effect new leases, to cancel or surrender existing leases, to evict tenants, to bring or defend any suits in connection with the possession of any portion of the Premises in its own name or in the name of Anson Roxboro or the Borrower, to alter or to amend the terms of existing leases, to renew existing leases, and to make concessions to the tenants). The Borrower hereby releases all claims against the Bank arising out of such management, operation, repair and maintenance, excepting the liability of the Bank to account as hereinafter set forth, and except claims arising from the gross negligence or willful misconduct of the Bank.

4. Indemnity. Unless and until the license granted to the Borrower in Section 1 is terminated and the Bank enters the Premises as described in Sections 2 and 3 hereof, the Bank shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Borrower under any of said leases, and the Borrower hereby agrees to indemnify the Bank for, and to save it harmless from, any liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the conduct, care, management, or repair of the Premises upon the Bank, or make the Bank responsible or liable for any negligence in the management, operation, upkeep, repair or control of said Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

5. Representations of Borrower. The Borrower covenants and represents that (i) except as hereinafter set forth, it has full right and title to assign to the Bank said leases and the rents, income and profits due or to become due thereunder; (ii) no prior assignment of any interest thereof has been made; (iii) there are no existing defaults under the provisions thereof; and (iv) without the prior written consent of the Bank, it will not hereafter cancel, surrender or terminate any of said leases or change, alter, or modify the same, or require or accept prepay-

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ment of more than two months' rent, or allow premature termination of any lease, or execute any other assignment of the Borrower's interest in said leases and rents.

6. Application of Rents by Bank. The Bank shall, after payment of such charges and expenses as the Bank may, in its sole discretion, elect to pay, including reasonable compensation to such managing agent as it may select and employ, and after the accumulation of a reserve to meet taxes, assessments, water rents, fire and liability insurance and maintenance and replacement expenses in requisite amounts, credit the net amount of income received by it from the Premises by virtue of this assignment, to any amount due and owing to it by the Borrower under the terms of the Loan Documents, but the manner of the application of such net income and what items shall be credited shall be determined in the sole discretion of the Bank. The Bank shall not be accountable for more moneys than it actually receives from the Premises, nor shall it be liable for failure to collect rents. The Bank shall make reasonable effort to collect rents, reserving, however, within its own discretion, the right to determine the method of collection and the extent to which enforcement of collection of delinquent rents shall be prosecuted.

7. Reinstatement of License; Possession. In the event, however, that the Borrower shall reinstate the Loan completely in good standing, having complied with all the terms, covenants and conditions of the Loan Documents, then the license granted under Section 1 shall be reinstated and the Bank, within one month after demand in writing, shall redeliver possession of the Premises to the Borrower, who shall remain in possession unless and until another Event of Default occurs, at which time the license shall terminate and the Bank may at its option again take possession of the Premises in accordance with this Assignment.

8. Perfection or Activation of Rights. Notwithstanding any law to the contrary, if there is an Event of Default, and if there is any law requiring the Bank to take actual possession of the Premises (or some action equivalent thereto, such as securing the appointment of a receiver) in order for the Bank to "perfect" or "activate" its rights and remedies as set forth herein or under any of the other Loan Documents, the Borrower hereby waives the benefits of such law and agrees that such law shall be satisfied solely by: (i) the Bank sending the Borrower written notice that the Bank intends to enforce, and is enforcing, its rights in and to the Premises, the Rents, the Profits, and any revenues and other items assigned herein; and (ii) the Bank sending written notice to any or all tenants on the Premises that said tenants should commence making payments under the Leases directly to the Bank or its designee.

9. Terms. The provisions of this Assignment shall be binding upon the Borrower and its successors or assigns, and upon the Bank and its successors or assigns. The word "Borrower"

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shall be construed to mean any subsequent owner of the Premises or any portion thereof.

10. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of Illinois.

11. Mortgagee in Possession. It is not the intention of the parties hereto that an entry by the Bank upon the Premises under the terms of this Assignment shall constitute the Bank a "mortgagee in possession" in contemplation of law, except at the option of the Bank.

12. Duration of Assignment. This Assignment shall remain in full force and effect as long as the Loan remains unpaid in whole or in part. It is understood and agreed that a full and complete cancellation of record of the Mortgage Instrument shall operate as a full and complete release of all the Bank's rights and interest hereunder, and that after the Mortgage Instrument has been so canceled this Assignment shall be void and of no further effect.

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IN WITNESS WHEREOF, the Borrower has caused this Assignment to be duly executed under seal as of the date first above written.

BORROWER:

ANSON STATION LIMITED PARTNERSHIP,
a North Carolina limited
partnership (SEAL)

By its sole general partner:

ANSON SHOPPING CENTER, INC., a
North Carolina corporation

ATTEST:

By: [Signature]

By: [Signature] (SEAL)
R. Joe Looney, President

Title: Assistant Secretary

(Corporate Seal)

ROXBORO SQUARE LIMITED PARTNERSHIP,
a North Carolina limited
partnership (SEAL)

By its sole general partner:

Roxboro Shopping Center, Inc., a
North Carolina Corporation

By: [Signature] (SEAL)
R. Joe Looney, President

ATTEST:

By: [Signature]

Title: Assistant Secretary

(Corporate Seal)

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STATE OF North Carolina
COUNTY OF Mecklenburg

I, Madelaine C. Leiser, a Notary Public of the
aforesaid County and State, do hereby certify that
Brian P. Evans personally came before me this day and
acknowledged that ~~(s)~~he is ASST. Secretary of Anson Shopping
Center, Inc., a North Carolina corporation and a general partner
of Anson Station Limited Partnership, a North Carolina limited
partnership, and that, by authority duly given as the act of the
corporation and the partnership, the foregoing instrument was
signed in its name by its President, sealed with its corporate
seal, and attested by him as its
ASST. Secretary.

Witness my hand and notarial seal this 14 day of November,
1995.

Madelaine C. Leiser
Notary Public

My Commission Expires:
9-29-98

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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I, MARLENE C. LEITCH, a Notary Public of the aforesaid County and State, do hereby certify that GUAN P. EVRUMIS personally came before me this day and acknowledged that ~~she~~ he is ASST Secretary of Roxboro Shopping Center, Inc., a North Carolina corporation and a general partner of Roxboro Square Limited Partnership, a North Carolina limited partnership, and that, by authority duly given as the act of the corporation and the partnership, the foregoing instrument was signed in its name by its President, sealed with its corporate seal, and attested by him as its ASST. Secretary.

Witness my hand and notarial seal this 14 day of November, 1995.

Marlene C. Leitch
Notary Public

My Commission Expires:
9-29-98

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EXHIBIT A

LEGAL DESCRIPTION

Being all of Lots 64, 65, 66, 67, 68, 69, 70 and 71 in Golf Greenwood Gardens, being a subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 14, Township 41 North, Range 12 East, of the Third Principal Meridian, in Cook County, Illinois and recorded as Document Number 1232209, together with all that part of vacated Elm Drive as recorded by Document Number 95635668, and being more particularly described as follows:

BEGINNING at the southeasterly corner of Lot 64 as shown on that certain map entitled "Golf Greenwood Gardens Subdivision" recorded as Document Number 1232209 in Cook County, Illinois, said corner also being located at an iron pin in the westerly right-of-way margin of Greenwood Avenue (currently a 100-foot right-of-way) and running with the southerly property line of Lot 64, south 87 degrees 56 minutes 01 seconds west 185.00 feet to an iron pin; thence running with the westerly lines of Lots 64, 65, 66, 67, and 68, north 00 degrees 06 minutes 45 seconds west 449.68 feet to an iron pin; thence running with the southerly line of Lot 71, south 87 degrees 48 minutes 35 seconds west 112.09 feet to an iron pin; thence running with the westerly line of Lot 71, north 00 degrees 09 minutes 00 seconds west 201.27 feet; thence running with the westerly right-of-way line margin of the vacated right-of-way of Elm Drive (also known as Elmer Drive) as vacated by Document Number 95635668, north 00 degrees 03 minutes 00 seconds west 50.03 feet; thence north 87 degrees 50 minutes 22 seconds east 297.24 feet to a point; thence running south with the easterly right-of-way margin of the vacated right-of-way of Elm Drive, south 00 degrees 61 minutes 51 seconds east 50.03 feet; thence running with the easterly lines of Lots 69, 68, 67, 66, 65 and 64, south 00 degrees 06 minutes 51 seconds east 651.20 feet to an iron pin, said iron pin also being the point of BEGINNING.

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2/20/2020

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