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DRAFTED BY AND WHEN
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RETURNED TO:

JAMES A. DUEHOLM
FAEGRE & BENSON
PROFESSIONAL LIMITED
LIABILITY PARTNERSHIP
2200 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402



95905794

DEPT-01 RECORDING \$41.00
T:0003 TRAN 0429 12/29/95 10:32:00
#9056 + LM *-95-905794
COOK COUNTY RECORDER



BOX 393

Permanent Index Number: 15-09-400-079 Vol. 160 and
15-09-400-080 Vol. 160
Property Address: 2701 West Washington
Bellwood, IL 60104
BSL/NAL/NL Loan No. 800575

ASSIGNMENT OF RENTS AND LEASES

LASALLE NATIONAL TRUST N A Successor Trustee to
THIS ASSIGNMENT, made this 29th day of December, 1995 by LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT dated April 15, 1988 and known as Trust No. 113170 ("Trustee"), and RONALD A. SCARLATO ("Beneficiary") (Trustee and Beneficiary being collectively, jointly and severally referred to as the "Assignor"), to BANKERS SECURITY LIFE INSURANCE SOCIETY, a New York corporation ("BSL"), THE NORTH ATLANTIC LIFE INSURANCE COMPANY OF AMERICA, a New York corporation ("NAL"), and NORTHERN LIFE INSURANCE COMPANY, a Washington corporation ("NL") (BSL, NAL and NL being hereinafter collectively referred to as "Assignee"), whose address is c/o Washington Square Capital, 100 Washington Avenue, Suite 800, Post Office Box 9402 (55440), Minneapolis, Minnesota 55401-2121.

PRELIMINARY STATEMENT OF FACTS:

- A. The Assignee is loaning to the Assignor a loan in the aggregate amount of Ten Million and No/100 Dollars (\$10,000,000.00) (herein the "Loan").
- B. To evidence the Loan the Assignor is executing and delivering to the Assignee its Promissory Note of even date herewith to BSL in the principal sum of One Million Seven Hundred Thousand and No/100 Dollars (\$1,700,000.00), a Promissory Note dated of even date herewith, executed and delivered by the Assignor to NAL in the principal sum of One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00), and a Promissory Note dated of even date herewith, executed and delivered by the Assignor to NL in the principal sum of Six Million Eight Hundred Thousand and No/100 Dollars (\$6,800,000.00) (collectively, the "Notes").
- C. As security for the repayment of the Notes, the Assignor is executing and delivering to the Assignee its Mortgage and Security Agreement of even date herewith (herein

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Not amend or modify any Lease or alter the obligations of the parties thereunder, excepting in the ordinary and prudent course of business with due regard for the security afforded by the Assignee by the Lease and which does not in any way reduce the rent or diminish the term thereof or the obligations of the tenant thereunder or increase the term of the tenancy or impose additional obligations or burdens on the landlord.

Not consent to a subordination of the interest of any tenant to any party other than Assignee and then only if specifically consented to by the Assignee; and Lease; Lease and on terms no less favorable to the landlord than as in the terminated same term of years at a rental not less than as provided in the terminated and tenant shall have executed a new Lease effective upon such termination for tenant unless required to do so by the terms of its Lease or unless the Assignor Not terminate any Lease or accept a surrender thereof or a discharge of the obligations under the Lease;

Not permit any tenant to assign or sublet its interest in its Lease unless required to do so by the terms of the Lease and then only if such assignment does not work to relieve the tenant of any liability for payment of and performance of its obligations under the Lease;

Not to be performed under the Leases; Not permit any tenant to assign or sublet its interest in its Lease unless required to do so by the terms of the Lease and then only if such assignment does not work to relieve the tenant of any liability for payment of and performance of its obligations under the Lease;

Not waive, excuse, condone or in any manner release or discharge any tenants of or from the obligations, covenants, conditions and agreements by said tenants discount, compromise, forgive or waive any Rents; advance nor for more than the next accruing installment of Rents, nor anticipate, Not permit the prepayment of any Rents for more than thirty (30) days in Not borrow against, pledge or further assign any rentals due under said Leases;

Enforce or secure the performance of each and every material obligation, covenant, condition and agreement of said Leases by the tenants thereunder to be performed; and agreement under any Leases of the Premises to be performed by the landlord and agreement under any Leases of the Premises to be performed by the landlord

Faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Leases of the Premises to be performed by the landlord

1.1 PERFORMANCE OF LEASES. The Assignor shall:

PERFORMANCE OF LEASES

ARTICLE I

AGREES:

AND THE ASSIGNOR FURTHER REPRESENTS, WARRANTS, COVENANTS AND

THREE. Performance and discharge of each and every obligation, covenant and agreement herein and in said Mortgage contained.

TWO. Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in said Notes and Mortgage contained;

ONE. Payment of the indebtedness evidenced by and performance of the terms and conditions of the Notes;

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5.1 EVENT OF DEFAULT. It shall be an "Event of Default" under this Assignment upon the happening of any of the following:

ARTICLE V
EVENTS OF DEFAULT

4.1 PRESENT ASSIGNMENT. This Assignment shall constitute a perfected, absolute and present assignment, provided the Assignor shall have the right to collect, but not prior to accrual, all of the Rents, and to retain, use and enjoy the same unless and until an Event of Default shall occur hereunder. The right of Assignor to collect the Rents shall constitute a revocable license in favor of Assignor revocable by Assignee upon an Event of Default in accordance with this Agreement. Upon an Event of Default the privilege granted Assignor hereunder to collect, retain, use and enjoy the Rents shall thereupon automatically terminate and Assignee may, at its option, pursue any and all of the remedies set forth in this Assignment and/or available at law or equity.

ARTICLE IV
PRESENT ASSIGNMENT

- a. that it is now the absolute owner of said Rents and Leases with full right and title to assign the same;
- b. that there are no outstanding assignments or pledges of any Lease or Rents;
- c. that there are no existing defaults under the provisions of any Lease on the part of any party to the Lease;
- d. that all obligations on the part of the landlord under any Lease have been fully complied with;
- e. that no Rents have been collected for more than thirty (30) days in advance of their due date or waived, anticipated, discounted, compromised or released, except as disclosed to Assignee;
- f. that to Assignor's knowledge no tenant has any defenses, setoffs, or counterclaims against Assignor;
- g. Assignor has not executed any instrument that would prevent Assignee from enjoying the benefits of this Assignment, and
- h. that no part of the Premises is used as a homestead or agricultural property.

3.1 REPRESENTATIONS AND WARRANTIES. Trustee represents and Beneficiary represents and warrants:

ARTICLE III
REPRESENTATIONS AND WARRANTIES

2.1 PROTECTION OF SECURITY. The Assignee shall have the right at Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the landlord thereunder, and Assignor agrees to pay all costs and expenses of Assignee, including attorney's fees in a reasonable sum, in any such action or proceeding in which the Assignee in its sole discretion may appear.

ARTICLE II
PROTECTION OF SECURITY

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- a. failure to comply with any of the provisions of the Notes including without limitation the failure to make any payment on the Notes whether principal, interest, premium or late charge, when and as the same becomes due (whether at the stated maturity or at a date fixed for any installment payment or any accelerated payment date or otherwise); or
- b. a Default (as defined therein) shall occur under the Notes; or
- c. failure to pay, perform or comply with when due any other Indebtedness Secured Hereby after the expiration of any applicable grace period, if any; or
- d. failure to comply with or perform any of the terms, conditions or covenants of this Assignment and such failure shall continue for a period of fifteen (15) days after notice thereof to Assignor; or
- e. the Assignor or any guarantor of the Notes shall fail to pay its debts as they become due, or shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due, or shall file a petition under any chapter of the Federal Bankruptcy Code or any similar law, state or federal, now or hereafter existing, or shall become "insolvent" as that term is generally defined under the Federal Bankruptcy Code, or shall in any involuntary bankruptcy case commenced against it file an answer admitting insolvency or inability to pay its debts as they become due, or shall fail to obtain a dismissal of such case within sixty (60) days after its commencement or convert the case from one chapter of the Federal Bankruptcy Code to another chapter, or be the subject of an order for relief in such bankruptcy case, or be adjudged a bankrupt or insolvent, or shall have a custodian, trustee or receiver appointed for, or have any court take jurisdiction of its property, or any part thereof, in any proceeding for the purpose of reorganization, arrangement, dissolution or liquidation, and such custodian, trustee or receiver shall not be discharged, or such jurisdiction shall not be relinquished, vacated or stayed within sixty (60) days of the appointment; or
- f. an Event of Default shall occur under the Mortgage or any other instrument securing the Notes and shall not have been cured within the time permitted therein to cure, if any; or
- g. any material representation or warranty made by Assignor herein, in the Notes or in any other instrument given as security for the Notes shall be false, breached or dishonored; or
- h. the Assignor or any guarantor of the Notes shall be adjudged incompetent or a conservator, custodian or guardian be appointed to handle their affairs, or if the Assignor or any such guarantor shall die and satisfactory provisions are not made for the substitution of the liability of the Assignor's or the guarantor's estate for the repayment of the Indebtedness Secured Hereby; or
- i. the Assignor shall be dissolved, liquidated or wound up or shall fail to maintain its existence as a going concern in good standing.

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failure of Assignor so to do, the Assignee may declare all Indebtedness Secured Hereby immediately due and payable.

7.3 TENANT TO RECOGNIZE ASSIGNEE. Each tenant under any Lease is hereby irrevocably authorized and directed to recognize the claims of Assignee or any receiver appointed without investigating the reason for any action taken or the validity or the amount of indebtedness owing to the Assignee, or the existence of any default in the Notes and/or the Mortgage, or an Event of Default hereunder, or the application to be made by the Assignee or such receiver. Assignor hereby irrevocably directs and authorizes the tenants to pay to Assignee or such receiver all sums due under the Leases and consents and directs that said sums shall be paid to any such receiver in accordance with terms of its receivership or to Assignee without the necessity for a judicial determination that a default has occurred hereunder or under the Notes or the Mortgage or that Assignee is entitled to exercise its rights hereunder, and to the extent such sums are paid to Assignee or such receiver, the Assignor agrees that the tenant shall have no further liability to Assignor for the same. The sole signature of the Assignee or such receiver shall be sufficient for the exercise of any rights under this Assignment and the sole receipt of the Assignee or such receiver for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment shall, upon notice from the Assignee, be drawn to the exclusive order of the Assignee or such receiver.

7.4 SECURITY DEPOSITS. Upon an Event of Default Assignor shall, on demand, transfer to the Assignee any security deposits held by Assignor under the terms of the Lease to be held by Assignee and applied in accordance with the provisions of the Lease. Until Assignee makes such demand and the deposits are paid over to Assignee, the Assignee assumes no responsibility for any such security deposit. The Assignor shall deposit all security deposits in an account, separated from its general funds, and if such deposits are required by law to be refunded to the respective tenants with interest thereon, such account shall be an interest bearing account.

7.5 ATTORNEY IN FACT. Assignor hereby irrevocably appoints Assignee and its successors and assigns as their agent and attorney in fact, irrevocable, which appointment is coupled with an interest, to exercise any rights or remedies hereunder and to execute and deliver during the term of this Assignment such instruments as Assignee may deem necessary to make this Assignment and any further assignment effective.

7.6 ASSIGNMENT OF FUTURE LEASES. That until the Indebtedness Secured Hereby shall have been paid in full, Assignor will on demand of the Assignee deliver to the Assignee executed copies of any and all other and future Leases upon all or any part of the said Premises and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient to assign such Leases and Rents thereunder to Assignee or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment. From time to time on request of the Assignee the Assignor agrees to furnish Assignee with a rent roll of the Premises disclosing current tenancies, rents payable, and such other matters as Assignee may reasonably request.

7.7 NO MORTGAGEE IN POSSESSION. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting the Assignee a "Mortgagee in Possession".

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7.8 ASSIGNEE CREDITOR OF TENANT. Assignor agrees that Assignee, upon an Event of Default, and not Assignor, shall be and be deemed to be the creditor of the tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such tenant, (without obligation on the part of Assignee, however, to file or make timely filings of claims in such proceedings or otherwise to pursue creditor's rights therein) with an option to Assignee to apply any money received by Assignee as such creditor in reduction of the Indebtedness Secured Hereby.

7.9 CONTINUING RIGHTS. The rights and powers of Assignee or any receiver hereunder shall continue and remain in full force and effect until all Indebtedness Secured Hereby, including any deficiency remaining from a foreclosure sale of the Premises, are paid in full, and shall continue after commencement of a foreclosure action and after foreclosure sale and until expiration of any period of redemption. Upon payment in full of the Indebtedness Secured Hereby (other than by foreclosure of the Mortgage or deed in lieu of foreclosure), the Assignee agree to release this Assignment. If a partial release of the Mortgage is given pursuant to Section 8.14 of the Mortgage, this Assignment shall be released from the Release Parcel, as defined in Section 8.14 of the Mortgage.

ARTICLE VIII MISCELLANEOUS

8.1 SUCCESSORS AND ASSIGNS. This Assignment and each and every covenant, agreement and provision hereof shall be binding upon the Assignor and its successors and assigns including without limitation each and every from time to time record owner of the Premises or any other person having an interest therein and shall inure to the benefit of the Assignee and their successors and assigns. As used herein the words "successors and assigns" shall also be deemed to mean the heirs, executors, representatives and administrators of any natural person who is a party to this Assignment.

8.2 GOVERNING LAW. This Assignment is executed pursuant to and shall be governed by the laws of the State of Illinois.

8.3 SEVERABILITY. It is the intent of this Assignment to confer to Assignee the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

8.4 NOTICES. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing and the mailing thereof by certified mail, or equivalent, to the respective party's address as set forth hereinabove or to such other place such party may subsequently by notice in writing designate as its address shall constitute service of notice hereunder.

8.5 CAPTIONS AND HEADINGS. The captions and headings of the various sections of this Assignment are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable.

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LaSALLE NATIONAL TRUST N A Successor Trustee to

8.6 LAND TRUST. This Assignment is executed by LaSalle National Bank, not in its individual capacity, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that nothing contained herein or in any of the other documents executed in connection with the Loan shall be construed as creating any liability on LaSalle National Bank, in its individual capacity, to pay the Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, this Assignment is executed as of the date first above written.

LaSALLE NATIONAL TRUST N A Successor Trustee to
LASALLE NATIONAL BANK, AS TRUSTEE UNDER
TRUST AGREEMENT dated April 15, 1988 and
known as Trust No. 113170 AND NOT PERSONALLY

Attest: Marcy A. Stuck
Assistant Secretary

By: [Signature]
Name: Corinne Bell
Its: VICE PRESIDENT

[Signature]
Ronald A. Scarlato

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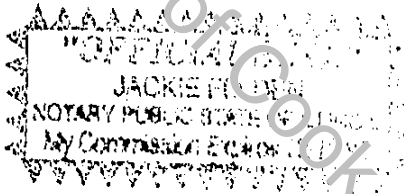
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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Cortina Bok and NANCY A. STACK, the ~~VICE PRESIDENT & ASSISTANT SECRETARY~~ of LaSalle National Bank, as trustee under trust agreement dated April 15, 1988 and known as Trust No. 113170, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ~~VICE PRESIDENT & ASSISTANT SECRETARY~~ appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said LaSalle National Trust, N.A.

* LaSALLE NATIONAL TRUST N A Successor Trustee to
GIVEN under my hand and notarial seal this 26th day of December, 1995.



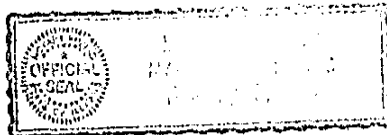
Jackie Felder
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, BARRY G COLLINS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Ronald A. Scarlato, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act.

GIVEN under my hand and notarial seal this 26th day of December, 1995



Barry G Collins
Notary Public

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EXHIBIT A

Legal Description

Parcel 1: Lot 1 in Owner's Division in the South East 1/4 of Section 9, Township 39 North, Range 12 East of the Third Principal Meridian, excepting therefrom the following three tracts:

The North 275.00 feet (except the East 600.00 feet thereof) of said Lot; the North 300.00 feet of the East 600.00 feet of said Lot; and also beginning at the Southeast corner of said Lot; thence North 0 Degrees, 17 Minutes, 15 Seconds East along the East line thereof to a point 300 feet South of the Northeast corner of said Lot; thence North 89 Degrees, 48 Minutes, 50 Seconds West 8.00 feet parallel with the North line of said Lot; thence South 0 Degrees, 7 Minutes, 15 Seconds West 714.52 feet parallel with the East line of said Lot; thence South 4 Degrees, 53 Minutes, 15 Seconds West 132.46 feet; thence South 0 Degrees, 7 Minutes, 15 Seconds West 89.45 feet; thence South 21 Degrees, 48 Minutes, 43 Seconds West 31.05 feet to a point on the South line of said Lot; thence North 89 Degrees, 50 Minutes, 03 Seconds East 10.47 feet to the point of beginning in Cook County, Illinois.

Parcel 2: Easement for the benefit of Parcel 1 created by the Grant of Easement from Skid Recycling, Inc. to LaSalle National Trust, as Trustee under Trust Agreement dated April 15, 1988 and known as Trust Number 113170 dated January 31, 1991 and recorded February 22, 1991 as Document Number 91082826 for construction, maintenance, repair, and restoration of a water main over the following described real estate:

A strip of land, 10.00 feet in width, in the North 275.00 feet of Lot 1 in Owners' Division in the South East 1/4 of Section 9, Township 39 North, Range 12 East of the Third Principal Meridian, said strip being more particularly described as follows: Beginning at a point on the North line of Lot 1 which is 336.10 feet East of the Northwest corner of said Lot, as measured along the North line thereof; thence East along said North line a distance of 10.00 feet; thence Southerly a distance of 275.00 feet to a point on the South line of the North 275.00 feet of Lot 1, which point is 350.28 feet East of the West line of said Lot, as measured along said South line; thence West along said South line a distance of 10.00 feet; thence Northerly a distance of 275.00 feet to point of beginning in Cook County, Illinois.

Commonly known as: 2701 West Washington Blvd., Bellwood, IL 60104

PERMANENT INDEX NUMBER: 15-09-400-079 VOL 160
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