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This instrument was prepared by + mail to:
Howard M. Turner
222 No. LaSalle Street
Chicago IL 60601

. DEPT-01 RECORDING \$35.00
. T00012 TRAN 2210 02/02/95 12:49:00
. 44112 + KB *-95-080691
. COOK COUNTY RECORDER

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, American National Bank and Trust Company of Chicago not personally but solely as Trustee under Trust Agreement dated January 5, 1995 and known as Trust No. 119926-09 ("Assignor") hereby sells, assigns, transfers and conveys to Finan\$co Associates, Ltd., its successors and assigns ("Secured Party"), all of the right, title and interest of Assignor in, to and under any and all leases, tenancies and other agreements and contracts relating to or arising from all or any portion of the premises (hereinafter defined) whether now or hereafter existing (such leases, tenancies and other agreements being herein collectively called the "Leases"), and in and to all of the rents, issues, profits and income whatsoever and in all of the rights, interests and privileges arising from or which may be had under any Leases now existing or which may be hereafter created (and under any extensions or renewals thereof), and all other rights, interests and privileges now existing or which may be hereafter created on or relating to the real estate described in Exhibit A attached hereto, and the buildings and improvements now or hereafter located thereon (such real estate, buildings and improvements being herein referred to as the "premises"), as collateral security for:

(a) the payment of the indebtedness now or hereafter evidenced by that certain Promissory Note of even date herewith in the original principal amount of \$425,000.00 (or such lesser amount as may be disbursed thereunder), executed by Assignor and William H. Cooper Co., Inc. payable to Secured Party as more fully set forth therein (such note, together with all notes issued in substitution or exchange therefor, as any of the foregoing may be amended, modified, or supplemented from time to time hereafter, being herein referred to as the "Note"); and

BOX 333-CTI

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(b) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions under any other document executed and delivered to Secured Party as an inducement to Secured Party to make the loan evidenced by the Note or securing payment of the indebtedness evidenced by the Note, including, without limitation, (i) that certain Loan Application dated January 9, 1995 and between the Assignor, its beneficiary and Secured Party (the "Loan Agreement"); (ii) that certain Security Agreement of even date herewith, executed by Assignor's beneficiary creating a security interest in the trust of which Assignor is trustee in favor of Secured Party; and (iii) all other instruments of security executed by any party and securing the indebtedness evidenced by the Note, including all other Loan Documents as defined in the Loan Agreement (all of the documents described in this subparagraph (b) being herein called the "Security Documents"); and

(c) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions herein contained.

The obligations described in the foregoing subparagraphs (a), (b) and (c) are hereinafter sometimes collectively called the "Obligations".

Assignor will observe and perform all covenants, conditions, and agreements in the Leases or in any lease or contract now or hereafter affecting any portion of the premises or in any assignment to Secured Party of any such lease or contract on the part of the Assignor to be observed and performed thereunder. Assignor hereby agrees that any and all leases hereafter created shall include a provision requiring the tenant thereunder to subordinate its interest in the Lease to Secured Party and that such tenant shall agree to execute such agreement or agreements as may be reasonably required by Secured Party.

It is agreed that Assignor shall be entitled to collect and retain the rents, issues and profits of and from the rental of the premises or any part thereof unless and until there shall be an Event of Default under the Security Documents and such Event of Default shall be continuing, or if there shall be a failure to perform or observe any covenant, warranty, term or condition hereof (each of the foregoing being deemed an Event of Default hereunder). Upon the occurrence of an Event of Default hereunder, Secured Party shall be entitled forthwith to take possession and control of the premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income relating to the rental of the premises, with full power to employ agents to manage the premises, and to do all acts relating to such management, including, but not limited to, negotiation of new Leases thereon, making adjustments of existing Leases, contracting and paying for such improvements, repairs and replacements to the buildings and fixtures, equipment and personal property located therein and used in any way in the operation, use and occupancy of the premises as in the sole judgment and

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discretion of Secured Party may be necessary to maintain the same in a tenantable and marketable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Secured Party may be necessary to maintain a proper rental income from the premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying all other necessary expenses incurred in the operation of the premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor and applying the net rents, issues, profits and income so collected from the premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Secured Party, in connection with the premises and the operation thereof, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Note or the Security Documents (or any of them).

In the event of an Event of Default, Assignor agrees to endorse and deliver to Secured Party all then existing Leases as Secured Party may from time to time request. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers the Leases to Secured Party, as aforesaid, this Assignment shall be deemed to be an assignment of all Leases to Secured Party. The provisions hereof shall not limit the effect of any assignments of particular Leases in fact given to Secured Party by Assignor.

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Secured Party, nor for the performance of any of the terms and conditions of any Leases assigned hereunder, nor shall it operate to make Secured Party responsible or liable for any waste committed on the premises by the tenants or any other party or for any dangerous or defective condition of the premises or for any negligence in the management, upkeep, repair, alteration or control of the premises resulting in loss or injury to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment and the collection of the rents hereby assigned in the event of an Event of Default shall be without prejudice to and shall not constitute a waiver on the part of Secured Party or of any of Secured Party's rights or remedies under the terms and conditions of the Note or the Security Documents, at law or in equity, or otherwise.

Secured Party may, at its option, upon an Event of Default, notify any tenants or other parties of the existence of this Assignment.

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The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor hereunder shall bind its respective successors and assigns. Assignor agrees that if Secured Party gives notice to Assignor of an assignment of such rights, upon such notice the liability of Assignor to such assignee shall be immediate and absolute. Assignor shall not set up any claim against the original or any intervening Secured Party as a defense, counterclaim or setoff to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

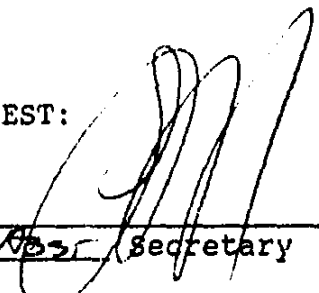
This Assignment is executed by Trustee, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and such Trustee in its personal and individual capacity hereby warrants that it as Trustee possesses fully power and authority to execute this instrument), and it is expressly understood and agreed by Secured Party and by every person now or hereafter claiming any right or security hereunder that nothing contained herein or in the Note shall be construed as creating any liability on such Trustee in its individual capacity personally to pay the obligations under the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived, but this waiver shall in no way affect the personal liability of any other party, including, without limitation, Borrower under the Note, or this Assignment or under any other document given in connection with the Note or this Assignment.

If Assignor consists of more than one person or entity, the liability of each hereunder shall be joint and several.

IN WITNESS WHEREOF, the undersigned has executed this Assignment of Leases and Rents as of the 15th day of January, 1995.


American National Bank and Trust Company of Chicago not personally, but solely as Trustee as aforesaid

ATTEST:



Secretary

By:



Its:

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TRUSTEE ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
 COUNTY OF)

I, ANNETTE G. FLOOD, the undersigned, a Notary Public in and for the county and State aforesaid, DO HEREBY CERTIFY that the above named EL JORRAN, ~~SECOND VICE~~ President of American National Bank and Trust Company of Chicago (the "bank") and GREGORY S. KASPRZYK, ASSISTANT Secretary of said bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~SECOND VICE~~ President and ~~ASSISTANT~~ Secretary respectively, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said bank, as Trustee under Trust Number 119926-09 for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that he, as custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument as his own free and voluntary act and as the free and voluntary act of said bank, as Trustee under Trust No. 119926-09 for the uses and purposes therein set forth.

JAN 26 1995 *af*

GIVEN under my hand and Notarial Seal this ~~15th~~ day of January, 1995.

Annette G. Flood

 Notary Public



My Commission Expires: _____

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Lots 5 through 42, ~~lots 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100~~ all in "Christiana", being a subdivision of the East Half of Lot 5 in the Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, as recorded April 7, 1882 as Document 1640592.

PARCEL 2:

That part of Lots 12, 13, 14, 15 and 16 in Block 3 of N.T. Wright's Subdivision of Lot 4 of the Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, as recorded October 9, 1892 as Document Number 61043, bounded and described as follows, to wit:

Commencing at the Southeast corner of Lot 16 and running thence North along the West line of North Spaulding Avenue, 24 feet and 8-3/4 inches more or less, to the Southwesterly line of a strip of land conveyed to Chicago Milwaukee and St. Paul Railway Company, by Deed from Andrew O. Butler and wife, dated April 5, 1899 and recorded April 5, 1899, as Document Number 2829285; thence Northwesterly along the Southwesterly line of said strip of land to a point in the North line of Lot 12 which is 5 feet and 3 inches more or less, East of the Northwest corner of said Lot 12; thence West along the North line of Lot 12, to the Northwest corner of said Lot, being a point in the East line of an alley; thence South along the East line of said alley to the Southwest corner of Lot 16 aforesaid; thence East along the South line of Lot 16 to the place of beginning

PARCEL 3:

Lots 17 through 50 in Block 3 in N.T. Wright's Subdivision of Lot 4 of the Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois as recorded October 9, 1892 as Document Number 61046.

PARCEL 4:

East Half of vacated alley lying West and adjoining that part of Lots 12, 13, 14, 15 and 16 in Block 3 in N.T. Wright's Subdivision of Lot 4 of the Superior Court Partition of the East half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, as recorded October 9, 1892 as Document Number 61043, bounded and described as follows, to wit:

Commencing at the Southeast corner of Lot 16 and running thence North along the West line of North Spaulding Avenue, 24 feet and 8-3/4 inches more or less, to the

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[REDACTED]

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Southwesterly line of a strip of land conveyed to Chicago Milwaukee and St. Paul Railway Company, by Deed from Andrew O. Butler and wife, dated April 5, 1899 and recorded April 5, 1899 as Document Number 2829285; thence Northwesterly along the Southwesterly line of said strip of land to a point in the North line of Lot 12 which is 5 feet and 3 inches, more or less, East of the Northwest corner of said Lot 12; thence West along the North line of Lot 12, to the Northwest corner of said Lot, being a point in the East line of an alley; thence South along the East line of said alley to the Southwest corner of Lot 16 aforesaid; thence East along the South line of Lot 16 to the place of beginning, and all of Lots 17 through 24, both inclusive, in Block 3 in N.T. Wright's Subdivision aforesaid, in Cook County, Illinois.

PARCEL 5:

West Half of vacated alley lying East and adjoining Lots 5 through 16, both inclusive, in Christiana Subdivision of the East Half of the Lot 5 in Superior Court Partition of the East Half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 6:

All that part of the North and South 16 foot vacated public alley lying West of and adjoining the West line of Lots 38 to 45 all in Block 3 in N.T. Wright's Subdivision of Lot 4 aforesaid and lying East of and adjoining the East line of Lots 29 to 36, both inclusive, and South of the South line of the North 16 feet of Lot 29, projected East 16 feet and lying North of the South line of Lot 36 projected East 16 feet; in Christiana Subdivision aforesaid.

PARCEL 7:

All that part of the North and South vacated public alley lying Westerly of and Southwesterly of the West line and the Southwesterly line respectively of Lot 45 in Block 3 of N.T. Wright's Subdivision aforesaid and lying East of and adjoining the East line of Lot 37 in Christiana Subdivision aforesaid and lying South of and adjoining the North line of Lot 37 in Christiana Subdivision aforesaid, projected East 16 feet and lying Northerly of and adjoining a line drawn from the intersection of the East line and Southeasterly line of said Lot 37 in Christiana Subdivision aforesaid to the intersection of the South line and Southwesterly line of said Lot 45, all in Cook County, Illinois.

PARCEL 8:

All of the East-West 16 foot public alley lying south of the South line of Lot 45 in Block 3 in N.T. Wright's Subdivision of Lot 4 of the Superior Court Partition of the East half of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, lying South and Southeasterly of the Southeasterly lines of Lot 37 in "Christiana" being a subdivision of the East half of Lot 5 of the Superior Court Partition, aforementioned, and lying Southerly of a line drawn from the intersection of the South and Southwesterly lines of Lot 45 in N.T. Wright's Subdivision, aforementioned, to the intersection of the East and Southeasterly lines of Lot 37

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In "Christiana" Subdivision, aforementioned, lying North of the North line of Lots 46 to 50, both inclusive in Block 3 in N.T. Wright's Subdivision, aforementioned, lying Northwesterly of the Northwesterly Line of Lot 38 in "Christiana" Subdivision, aforementioned, and lying North of the North line of Lots 39 to 42, both inclusive, in "Christiana" Subdivision, aforementioned; lying East of a line drawn from the Southwest corner of Lot 37 to the Northwest corner of Lot 42 in "Christiana" Subdivision, aforementioned; lying West of a line drawn from the Southeast corner of Lot 45 to the Northeast corner of Lot 50 in Block 3 in N.T. Wright's Subdivision, aforementioned in Cook County, Illinois.

PARCEL 9:

The East half of the vacated alley lying West and adjoining Lots 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36 and 37 in Block 3 in N.T. Wright's Subdivision of the Superior Court Partition of the East half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying South of the North line of Lot 25 extended Westerly and North of the South line of Lot 37 extended Westerly.

PARCEL 10:

The West half of the vacated alley lying East and adjoining Lots 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and part of Lot 29 in Christiana Subdivision of the East half of Lot 5 in Superior Court Partition of the East half of Section 2, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying South of the North line of Lot 17 extended Easterly and North of the North line of the South 16 feet of Lot 29 extended Easterly.

Common Address: 816 North Spaulding
Chicago, Illinois

Permanent Index Numbers:

16-02-428-044	16-02-428-062	16-02-428-018
16-02-428-045	16-02-428-061	16-02-428-017
16-02-428-046	16-02-428-060	16-02-428-016
16-02-428-047	16-02-428-075	16-02-428-015
16-02-428-048	16-02-428-074	16-02-428-014
16-02-428-064	16-02-428-040	16-02-428-013
16-02-428-066	16-02-428-068	16-02-428-012
16-02-428-051	16-02-428-032	16-02-428-011
16-02-428-073	16-02-428-031	16-02-428-010
16-02-428-054	16-02-428-072	16-02-428-009
16-02-428-067	16-02-428-020	16-02-428-008
16-02-428-063	16-02-428-019	16-02-428-007

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