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Instrument Prepared By And
 When Recorded Return to:
 Nyemaster, Goode, McLaughlin, Voigts,
 West, Hansell & O'Brien, P.C.
 1900 Hub Tower
 Des Moines, Iowa 50309
 Attention: Anthony A. Longnecker
 7440 Santa Fe Drive
 Hodgkins, IL P.I.N. 18-28-300-041

DEPT-01 RECORDING \$35.00
 T40012 TRAN 3347 03/30/95 14:29:00
 43807 + JM *-95-216738
 COOK COUNTY RECORDER

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and entered into as of March 23, 1995, by HOP-2 L.L.C., an Illinois limited liability company ("Assignor"), with the address of 1125 Tower Lane, Bensenville, IL 60106, for the benefit of EQUITABLE LIFE INSURANCE COMPANY OF IOWA, an Iowa corporation ("Assignee") with the address of 604 Locust Street, Des Moines, Iowa 50309.

W I T N E S S E T H:

WHEREAS, Assignor has executed and delivered to Assignee Assignor's Promissory Note (dated on or about this same date in the original principal amount of ONE MILLION SEVEN HUNDRED FIFTEEN THOUSAND DOLLARS (\$1,715,000.00, "Note"), performance of which is secured, among other things, by a Mortgage, Security Agreement, Financing Statement and Fixture Filing (the "Mortgage"), which Mortgage encumbers certain real estate described in Exhibit "A", attached hereto and hereby made a part hereof, and improvements thereon (together, the "Premises"); and

WHEREAS, as a condition to Assignee's obligation to make the loan evidenced by the Note and secured by the Mortgage (and any extensions and/or modifications thereof) and made pursuant to or in connection with and secured by other documents, including, but not limited to, a Security Agreement and financing statements naming Assignor as debtor and Assignee as secured party (this Assignment, the Note, the Mortgage, the Security Agreement and such other documents are sometimes hereinafter collectively referred to as the "Loan Documents"), Assignor has agreed to absolutely and unconditionally assign to Assignee all of Assignor's rights under and title to various leases affecting the Premises, including Assignor's rights in and title to the rents therefrom, subject only to the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. Assignment of Leases. Assignor hereby absolutely and unconditionally assigns, bargains, sells, transfers, conveys, sets over and delivers unto Assignee all right, title and interest of

(2) 75-44-484-DI (MR)

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BOX 333-CTI

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Assignor in, to and under all leases with respect to the Premises whether now in existence or hereafter entered into and all guaranties, amendments, extensions and renewals of said leases and any of them (hereinafter collectively referred to as the "Leases") and all security deposits, rents, income and profits 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 Premises (hereinafter collectively referred to as the "Rents").

2. Purpose of Assignment; Security. This Assignment is made for the purpose of securing Assignor's full and faithful (i) payment of the indebtedness (including any extensions or renewals thereof, evidenced by the Note, (ii) payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage or any other Loan Documents, and (iii) performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage, Security Agreement or any of the other Loan Documents.

3. Assignor's Covenants. Assignor covenants and agrees with Assignee as follows.

(a) That the sole ownership of the entire lessor's interest in the Leases and the Rents is, or, as to future Leases, shall be vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

(b) That the Leases are and shall be valid and enforceable against the respective lessees thereunder in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered other than in the ordinary course of business nor have any Rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever other than in the ordinary course of business.

(c) That none of the Leases shall be altered, modified, amended, terminated, cancelled, extended, renewed or surrendered, nor any term or condition thereof waived, except in the ordinary course of Assignor's business, nor will any Rents be collected more than one month in advance, nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of Assignee, except to the extent such assignment or subletting is permitted by the standard form lease approved by Assignee.

(d) That there are no material defaults now existing under any of the Leases and there exists no state of facts known to assignor which, with the giving of notice or lapse of time or both, would constitute a material default under any of the Leases.

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(e) That Assignor shall give prompt notice to Assignee of any written notice received by Assignor claiming that a material default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice.

(f) That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

4. Absolute Assignment/Conditional License. This Assignment is entered into for the purpose of absolutely assigning the Leases and the Rents to Assignee as additional collateral for the loan evidenced by the Note and such assignment is choate on the date hereof. Notwithstanding the foregoing, so long as no Event of Default, as hereinafter defined, shall have occurred, Assignor may receive, collect and enjoy the Rents accruing from the Premises. Upon or after the occurrence of an Event of Default, Assignee may at its option give the tenants under the Leases (the "Tenants") a written notice (a "Tenant Notice") requesting the Tenants to pay all Rents and other amounts due under the Leases directly to Assignee and to perform any of the Tenants respective obligations under the Leases for the benefit of Assignee.

5. Assignee's Powers and Rights. At any time during the term of the Note or the Mortgage, Assignee may, at its option upon or after an Event of Default and after giving a Tenant Notice, receive and collect all of the Rents as they become due. Assignee shall thereafter continue to receive and collect all of the Rents, as long as Assignee deems such receipt and collection to be necessary or desirable, in Assignee's sole discretion.

Assignor hereby irrevocably appoints Assignee its true and lawful attorney, coupled with an interest, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the occurrence of an Event of Default and after the giving of a Notice, to demand, collect, receive and give complete acquittance for any and all Rents and at Assignee's discretion 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 enforce the payment of the Rents. Tenants are hereby expressly authorized and directed to pay all Rents and any other amounts due pursuant to the Leases or otherwise to Assignee, or such nominee as Assignee may designate in writing delivered to such Tenants, and the Tenants are expressly relieved of any and all duty, liability or obligation to Assignor with respect to all payments so made.

From and after the occurrence of an Event of Default and after the giving of a Tenant Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by Assignee necessary or proper to enforce this Assignment and to collect the

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Rents assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor herein grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after the occurrence of an Event of Default and after the giving of a Notice, without further notice to Assignor, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the 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 Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute 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. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any Tenant or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any Tenant, licensee, employee or stranger.

6. Non-Waiver. Waiver or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

7. Rights and Remedies Cumulative. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage, the Security Agreement or any other Loan Document, or at law or in equity.

8. Severability. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any

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extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the full extent permitted by law.

9. Notices. All notices, demands, requests, and other communications desired or required to be given hereunder ("Notices"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

All Notices shall be deemed given and effective upon the earlier to occur of: (x) the hand delivery of such Notice to the address for Notices; (y) one business day (a day not a Saturday, Sunday or national holiday) after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (z) three business days after depositing the Notice in the United States mail as set forth in (iii) above. All Notices shall be addressed to the following addresses:

Assignor: Hop-2 L.L.C.
1125 Tower Lane
Bensenville, IL 60106
Attn: George J. Cibula, Jr.

With a copy to: Benjamin D. Steiner
Suite 2300
200 North LaSalle Street
Chicago, IL 60601

Assignee: Equitable Life Insurance Company of Iowa
604 Locust Street
Des Moines, Iowa 50309
Attn: Equitable Investment Services, Inc.
Managing Director/Real Estate

With a copy to: Nyemaster, Goode, McLaughlin, Voigts,
West, Hansell & O'Brien, P.C.
1900 Hub Tower
699 Walnut Street
Des Moines, Iowa 50309

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor

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does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

10. Heirs, Successors and Assigns. The terms "Assignor" and "Assignee" shall be construed to include the respective heirs, personal representatives, successors and assigns of Assignor and Assignee. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

11. Amendment. This Assignment contains the entire agreement between the parties hereto with respect to the subject matter hereof and may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

12. Captions. The captions or headings preceding the text of the Paragraphs of this Assignment are inserted only for convenience of reference and shall not constitute a part of this Assignment, nor shall they in any way affect its meaning, construction or effect.

13. Termination of Assignment. Upon payment in full of the indebtedness described in Paragraph 2, this Assignment shall terminate and be void and of no force or effect, and Assignee shall release its lien on the Rents and Leases.

14. Choice of Law. The validity and interpretation of this Assignment shall be construed in accordance with the laws of the State in which the Premises is located.

15. Event of Default. As used herein, "Event of Default" means the failure of Assignor to comply with any term or provision of this Assignment within the time specified herein or the occurrence of an event which constitutes a breach, default, event of default or failure of performance (however denominated) under the Note, the Mortgage, the Security Agreement or any other of the Loan Documents, and the expiration of any applicable cure period without the same having been cured. Any Event of Default hereunder shall constitute a default under each and all of the other Loan Documents.

16. Exculpatory. The liability of Assignor personally to pay the Note or any interest that may accrue thereon, or any indebtedness or obligation accruing or arising hereunder is limited to the extent set forth in the Note.

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LOT 1 IN SANTA FE HODGKINS-WILLOW SPRINGS INDUSTRIAL DISTRICT UNIT FOUR, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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