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THIS INSTRUMENT WAS PREPARED
BY AND SHOULD BE RETURNED TO:

Drew J. Scott
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Chicago, Illinois 60601-1003

DEPT-01 RECORDING 139.50
140001 TRAN 5046 08/05/96 10:53:00
4412 RC *-96-596076
COOK COUNTY RECORDER

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PADRES ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment") made this 1st day of August, 1996, is made and executed by CASA CENTRAL PADRES CORPORATION, an Illinois not-for-profit corporation ("Assignor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (the "Bank").

WITNESSETH:

WHEREAS, Assignor has requested that Bank lend money to Assignor which Bank has agreed to lend to Assignor pursuant to the Reimbursement Agreement (as hereinafter defined) and certain other documents delivered in connection therewith, all as more fully described hereinafter;

WHEREAS, in addition, Bank has required as a condition to making financial and other accommodations to Center Home for Hispanic Elderly, an Illinois not-for-profit corporation and affiliate of Assignor ("Center Home"), that Assignor enter into the Padres Guaranty, dated as of August 1, 1996 (the "Padres Guaranty"), whereby Assignor has guaranteed all of the obligations of Center Home to Bank under the Center Home Loan and the Center Home Guaranty (as defined in the Reimbursement Agreement described below);

WHEREAS, Assignor is justly indebted or liable to Bank in the aggregate principal amount of not to exceed Twenty Million and No/100 Dollars (\$20,000,000.00) pursuant to (i) the Padres Guaranty, (ii) the Letter of Credit and Reimbursement Agreement, dated as of August 1, 1996 (the "Reimbursement Agreement"), by and between Assignor and Bank and (iii) the Related Documents (as defined in the Reimbursement Agreement) and Assignor has and hereby promises to pay the said aggregate maximum principal amount, together with interest thereon, from the times and at the rates set forth therein and in the other Related Documents, in installments or otherwise as therein provided at the office of Bank, or at such other place as may be designated in writing by the legal holder or holders thereof, the respective entire balances of principal and interest thereunder being due as provided therein; and

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WHEREAS, as a condition precedent to Bank extending any further financial accommodation to Assignor and Center Home, whether under the Center Home Loan Agreement, the Reimbursement Agreement, the Padres Guaranty or the other Related Documents, Bank has requested that Assignor execute and deliver this Assignment to Bank, and any loan or other financial accommodation made by Bank to Assignor or Center Home under the Center Home Loan Agreement, the Reimbursement Agreement, the Padres Guaranty or other Related Documents shall be in reliance upon this Assignment.

GRANTING CLAUSES

In consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Assignor does hereby assign, transfer and set over unto Bank (hereinafter referred to as the "Assignee"), all right, title and interest of Assignor in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the real estate and premises hereinafter described which Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Assignee under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively, the "Leases"), relating to that certain real estate situated in the County of Cook, State of Illinois, described in Exhibit A attached hereto and made a part hereof and the improvements now or hereafter erected thereon (the "Premises"), including, without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases.

This Assignment is made and given as collateral security for, and shall secure (i) the payment in full of all principal of and interest on the Reimbursement Note (as that term is defined in the Reimbursement Agreement, which instrument may hereafter be referred to as the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein, in the Padres Guaranty, the Reimbursement Agreement and the Note, and in that certain Mortgage and Security Agreement of even date herewith from Assignor to the Assignee (the "Mortgage"), conveying and mortgaging the Premises as security for, among other things, the Note, the Reimbursement Agreement, the Padres Guaranty, and any and all other indebtedness intended to be secured thereby, (iii) the performance of all obligations, covenants, promises and agreements of Assignor contained in any of the other Related Documents and (iv) the payment of all expenses and charges, legal or otherwise, paid or incurred by the Assignee in realizing upon or protecting the indebtedness referred to in the foregoing clauses (i), (ii) and (iii) or any security therefor, including this Assignment (the Note, the Borrower's Liabilities (as defined in the Reimbursement Agreement), the obligations of Assignor under the Reimbursement Agreement and the other indebtedness, obligations and liabilities referred to in clauses (i), (ii), (iii) and (iv) above being hereinafter collectively referred to as the "indebtedness hereby secured").

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Assignor does hereby irrevocably constitute and appoint the Assignee the true and lawful attorney of Assignor with full power of substitution for Assignor and in Assignor's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Assignor could do, and to endorse the name of Assignor on all commercial paper given in payment or in part payment thereof, and in the Assignee's discretion to file any claim or take any other action or proceeding, either in the Assignee's name or in the name of Assignor or otherwise, which the Assignee may deem necessary or appropriate to protect and preserve the right, title and interest of the Assignee in and to such sums and the security intended to be afforded hereby.

Assignor warrants to the Assignee that Assignor has good right to make this Assignment and that Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, but so long as no event of default shall exist under the Note or the Mortgage and no event shall exist which by lapse of time or service of notice, or both, has or would become an event of default thereunder, Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than thirty (30) days in advance from and after the date Assignee delivers written notice directing Assignor not to collect more than thirty (30) days in advance.

Assignor hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from the Assignee of the Assignee's right to receive rents and other sums hereunder, shall pay such rents and other sums to the Assignee without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by the Assignee as the basis for the Assignee's right to receive such rents or other sums and notwithstanding any notice from or claim of Assignor to the contrary. Assignor hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to the Assignee.

Without limiting any legal rights of the Assignee as the absolute assignee of the rents, issues and profits of the Premises and in furtherance thereof, Assignor agrees that in the event of default under said Mortgage, whether before or after the Note is declared due in accordance with their terms or under the terms of said Mortgage and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, the Assignee may, at its option, (i) take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts relating thereto, and exclude Assignor, its agents or servants, therefrom and hold, operate, manage and control the Premises, and at the expense of Assignor, from time to time, cause to be made all necessary or proper repairs,

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renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper charges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as Assignee may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same and in every such case have the right to manage and operate the said Premises and to carry on the business thereof as the Assignee shall deem proper or (ii) with or without taking possession of the Premises, Assignee may proceed to enforce the Leases and collect all sums due or to become due thereunder any by so doing Assignee shall not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Assignor arising thereunder or in respect thereof.

Any sums received by Assignee under or by virtue of this Assignment shall be applied to the payment of or on account of the following in such order and manner as Assignee may elect:

(a) to the payment of all proper charges and expenses, including the just and reasonable compensation for the services of Assignee, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Premises and the conduct of the business thereof and, if the Assignee shall elect, to the establishment of a reserve which shall be sufficient in Assignee's judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;

(b) to the payment of any sum secured by a lien or encumbrance upon the Premises;

(c) to the cost of completing any improvements being constructed on or about the Premises; and

(d) to the reduction of the indebtedness hereby secured, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which shall be credited or paid out of same shall be within the sole discretion of Assignee and nothing contained herein shall obligate Assignee to use any such sums for a purpose other than reducing the indebtedness hereby secured unless it shall elect to do so. Assignee shall be subrogated to any lien discharged out of the rents, income and profits of the Premises.

Assignor hereby further covenants that Assignor will, upon request of the Assignee, execute and deliver such further instruments and do and perform such other acts and things as the Assignee may reasonably deem necessary or appropriate to more effectively vest

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in and secure to the Assignee the rights and rents which are intended to be assigned to the Assignee hereunder. Assignor irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to execute any Lease without the written consent of Assignee, not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Assignee. Assignor further covenants and agrees not to amend, modify or terminate any of the Leases without the prior written consent of Assignee, provided that unless and until an event of default or any event which with the lapse of time, the giving of notice, or both, would constitute such an event of default has occurred under the terms of the Mortgage or Note, Assignor may enter into amendments and modifications to Leases which do not adversely affect the security thereof. Assignor further covenants and agrees that it will, at the request of Assignee, submit the executed originals of all Leases to Assignee.

The acceptance by the Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by the Assignee, be deemed or construed to constitute the Assignee a mortgagee in possession nor impose any obligation whatsoever upon the Assignee, it being understood and agreed that the Assignee does not hereby undertake to perform or discharge any obligation or liability of the landlord under any Lease or under or by reason of this Assignment. Assignee shall have no liability to Assignor or anyone for any action taken or omitted to be taken by it hereunder, except for its willful misconduct. Should the Assignee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by the Assignee hereunder, or in defense against any claim or demand whatsoever which may be asserted against the Assignee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of occurrence (or if the Note has been paid in full at the time of occurrence, then at the rate applicable to the Note at the time of such payment in full), shall be secured by this Assignment and by the Mortgage, and Assignor shall reimburse the Assignee therefore immediately upon demand, Assignor's obligation to so pay shall survive payment of the indebtedness hereby secured and the release of this Assignment.

The rights and remedies of the Assignee hereunder are cumulative and are not secondary to or in lieu of, but are in addition to any rights or remedies which the Assignee shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Assignee of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Assignee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Assignee deems it in its interest to do so. The rights and remedies of the Assignee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of the Assignee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any

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time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of the Assignee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to the Assignee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

All provisions hereof are severable and if any provisions hereof shall be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof shall in no way be affected thereby. If more than one person signs this instrument as Assignor, the term "Assignor" as used herein shall mean all such persons, jointly and severally.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

CASA CENTRAL PADRES CORPORATION, an Illinois not-for-profit corporation

By: *Ann R. Alvarez*
Ann R. Alvarez, President

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association

By: *Michael L. Monticello*
Michael L. Monticello, Vice President

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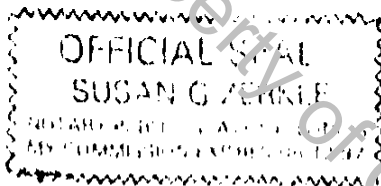
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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, Susan G. Zerkle, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ann R. Alvarez, President of Casa Central Padres Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 1996.



Susan G. Zerkle
Notary Public

My commission expires:

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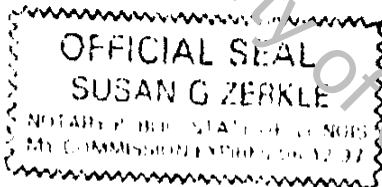
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STATE OF ILLINOIS)
) SS:
COUNTY OF C O O K)

I, Susan G. Zerkle, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael L. Monticello, a Vice President of American National Bank and Trust Company of Chicago, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such person, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1st day of August, 1996.



Susan G. Zerkle
Notary Public

My commission expires:

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 2:

LOT 22 (EXCEPT THE EAST 25 FEET THEREOF) AND ALL OF LOTS 23 AND 24 IN BLOCK 2 IN HUMBOLDT PARK RESIDENCE ASSOCIATION, A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

address: 131 N. California
Chicago, Illinois

permanent index numbers: 16-01-216-004, -006

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