

# UNOFFICIAL COPY

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**PREPARED BY:**

Michael R. McGehee  
(CLOS Center)

**WHEN RECORDED RETURN TO:**

**NBD BANK**

1603 Orrington Avenue  
Evanston, Illinois 60204  
ATTN: Michael J. Boler

DEPT-01 RECORDING

\$29.00

70012 TRAN 9097 02/09/96 11:32:00

47518 CG \*-96-112524

COOK COUNTY RECORDER

4 J. (2)

7591-067J.

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**Assignment of Real Estate Leases and Rentals**

Assignment dated October 31, 1995 by Harbor Properties Associates, Inc., a Corporation of Illinois ("Mortgagor") whose address is 5235 West 65th Street, Suite C, Bedford Park, Illinois 60638 to NBD Bank, an Illinois banking corporation ("Bank") whose address is 211 South Wheaton Avenue, Wheaton, Illinois 60187.

Mortgagor has executed and delivered to Bank a Mortgage on the following described real property (the "Premises"),

Land located in the City of Bedford Park, Cook County, Illinois:

**SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION**

Commonly known as: 6502-6540 South LaVergne Avenue, Bedford Park, Illinois 60638

Tax Parcel Identification No.: 19-21-212-074

For the purpose of further securing the Mortgage and the underlying debt secured by the Mortgage ("the Debt"), Mortgagor assigns to the Bank all leases now in existence or executed at a later date, either oral or written, and all extensions, renewals and replacements of the leases, or holdovers under the leases, and all rents and security deposits derived from the Premises and the buildings and improvements on it. Copies of existing leases and lease amendments have been delivered to the Bank. Mortgagor will provide copies of any future leases and lease amendments to Bank.

The Bank shall have complete authority in case of default in the terms of the Mortgage or the Debt to demand and collect the rents, to take possession of the Premises without having a receiver appointed, to rent and manage the premises and to apply the net proceeds of the rent toward the Debt secured by the Mortgage until it is paid in full, or until title is obtained through foreclosure or otherwise. The Mortgagor consents to the appointment of a receiver if this is believed necessary by the Bank. Taking possession of the Premises or collecting rent shall not constitute a cure or waiver of any existing default.

**MORTGAGOR REPRESENTS AND COVENANTS AS FOLLOWS:**

1. Mortgagor will fulfill and perform its obligations under all leases and give Bank prompt notice of any default in the performance of the terms and conditions of the leases by either Mortgagor or tenant, together with copies of notices sent or received by Mortgagor in connection with any lease.
2. Mortgagor shall not in any way amend, assign, cancel or terminate any lease, accept a surrender, nor accept any payment of rent more than one month in advance, without the prior written consent of the Bank, except that Mortgagor may increase lease rentals without the Bank's consent.
3. Mortgagor will appear and defend or prosecute any action growing out of any lease at the Mortgagor's cost and expense.
4. The Bank may but shall not be required to make any payment including necessary costs, expenses and reasonable attorney fees, or perform any action required of the Mortgagor under any lease, without releasing the Mortgagor from the obligation to do so and without notice to or demand on the Mortgagor. Mortgagor will, immediately upon demand, reimburse the Bank for all such costs, expenses and fees, together with interest at the highest rate permitted by any instrument evidencing any of the Debt, all of which shall be added to the Debt.
5. Mortgagor has not previously assigned any of its rights under any lease; it has not accepted rent more than 30 days in advance of accrual; there is no present default by any tenant; all existing leases are in full force and effect and unmodified, except as shown; and to the best of its knowledge, no person or entity other than authorized tenants is in possession of the Premises.
6. The Bank shall not be obligated by this Assignment to perform or discharge any obligation under any lease and Mortgagor agrees to indemnify the Bank and hold it harmless from all liability or damage which it may incur under any lease and from all claims and demands which may be asserted against it by reason of any alleged obligation on its part to perform any terms of any lease. Should Bank incur any liability, damages or costs associated with its defense, all such amounts shall be secured by this Assignment and the Mortgage and Mortgagor shall immediately reimburse the Bank upon demand for all such amounts together with interest at the highest rate permitted by any instrument evidencing any of the Debt.

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**BOX 333-CTI**

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7. Mortgagor covenants not to execute any other assignment of the leases or lease rentals as security for any debt without the prior written consent of Bank.

Any notice which either party may give or is required to give under this Assignment, shall be made in writing and shall be effective when sent as registered mail, postage prepaid, addressed to the other party at the addresses first set forth above or at such other address as the parties shall provide to each other in writing.

If any provision of this Assignment is in conflict with any statute or rule of law or is otherwise unenforceable for any reason whatsoever, then the provision shall be deemed null and void to the extent of such conflict or unenforceability and shall be deemed severable from but shall not invalidate any other provisions of this Assignment. No waiver by the Bank of any right or remedy granted or failure to insist on strict performance by the Mortgagor shall affect or act as a waiver of any other right or remedy of the Bank, nor affect the subsequent exercise of the same right or remedy by the Bank for any subsequent default by the Mortgagor, and all rights and remedies of the Bank are cumulative.

These promises and agreements shall bind and these rights shall be to the benefit of the parties and their respective successors and assigns. If there is more than one Mortgagor, the obligations under this Assignment shall be joint and several.

This assignment shall be governed by Illinois law except to the extent it is preempted by Federal law or regulations.

**WAIVER OF JURY TRIAL:** The Bank and the Mortgagor after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Assignment or any related instrument or agreement or any of the transactions contemplated by this Assignment or any course of conduct, dealing, statements, (whether oral or written) or actions of either of them. Neither the Bank nor the Mortgagor shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Bank or the Mortgagor except by a written instrument executed by both of them.

Executed by the Mortgagor on the date first written above.

### MORTGAGOR:

Harbor Properties Associates, Inc., a Corporation of Illinois

By: Victor L. Chatfield  
Victor L. Chatfield, President  
Printed Name Title

By: Joseph Flaska  
Joseph Flaska, Secretary  
Printed Name Title

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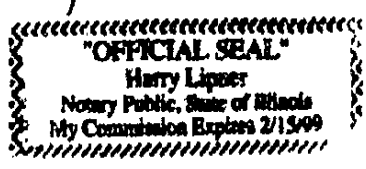
State of Illinois )  
County of Cook ) SS

I, Harry Lipner a Notary Public in and for said County, in the State aforesaid, do hereby certify that Victor L. Chatfield and Joseph Flaska the Pres. & Secretary respectively, of Harbor Properties Associates, Inc. personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that the y signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of said corporation to said instrument, as his/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 22nd day of January, 1986.

My Commission Expires: \_\_\_\_\_  
Harry Lipner, Notary Public

Michael R. McGeehan/4287  
NBD 141-2922 10/94



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## EXHIBIT "A"

### PARCEL 1:

THAT PART OF THE EAST 640.0 FEET OF THE WEST 1159.0 FEET OF THE SOUTH 712.50 FEET OF THE NORTH 762.50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOLLOWING DESCRIBED LINE BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 50 FEET OF THE SAID QUARTER QUARTER SECTION 659.0 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE WEST LINE THEREOF 292.46 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 278.94 FEET FOR A DISTANCE OF 185.96 FEET TO A POINT OF REVERSE CURVE (THE CORD OF SAID ARC HAVING A BEARING OF SOUTH 23 DEGREES 57 MINUTES 10 SECONDS WEST); THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 296.94 FEET FOR A DISTANCE OF 131.38 FEET TO A POINT IN THE WEST 519.0 FEET OF SAID QUARTER QUARTER SECTION 621.83 FEET SOUTH OF THE NORTH LINE THEREOF (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 30 DEGREES 22 MINUTES 34 SECONDS WEST); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 519.00 FEET FOR A DISTANCE OF 140.69 FEET TO THE SOUTH LINE OF THE NORTH 762.50 FEET AFORESAID (EXCEPT THEREFROM THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINES:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 1159.0 FEET AFORESAID 469.92 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS WEST ALONG THE SOUTH FACE OF A HIGH ONE STORY BRICK BUILDING 440.81 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 94.78 FEET TO AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 270.53 FEET; THENCE SOUTHWESTERLY ALONG SAID ARC 76.57 FEET (THE CORD OF SAID ARC HAVING A BEARING OF SOUTH 60 DEGREES 53 MINUTES 15 SECONDS WEST); THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 315.05 FEET FOR A DISTANCE OF 205.33 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 762.50 FEET AFORESAID 9.96 FEET EAST OF THE EAST LINE OF THE WEST 519.0 FEET AFORESAID AND ALSO EXCEPT THAT PART LYING WEST OF THE FOLLOWING DESCRIBED LINES:

COMMENCING AT A POINT IN THE EAST LINE OF THE WEST 1159.0 FEET AFORESAID, 469.92 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS WEST ALONG THE SOUTH FACE OF A HIGH ONE STORY BRICK BUILDINGS 424.05 FEET TO THE POINT A BEGINNING, BEING ON THE EAST FACE OF A BRICK WALL; THENCE NORTH 00 DEGREES 16 MINUTES 25 SECONDS WEST ALONG SAID EAST FACE 34.94 FEET TO THE SOUTH FACE OF A BRICK WALL; THENCE NORTH 89 DEGREES 59 MINUTES 05 SECONDS EAST ALONG SAID SOUTH FACE 4.22 FEET TO THE CENTER LINE OF A BRICK WALL; THENCE NORTH 00 DEGREES 07 MINUTES 03 SECONDS WEST ALONG SAID CENTER LINE 147.40 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 43 SECONDS EAST ALONG SAID CENTER LINE 60.35 FEET TO THE EAST FACE OF A BRICK WALL; THENCE NORTH 00 DEGREES 17 MINUTES 47 SECONDS WEST ALONG SAID EAST FACE 35.77 FEET TO THE CENTER LINE OF A BRICK WALL; THENCE NORTH 89 DEGREES 54 MINUTES 43 SECONDS WEST ALONG SAID CENTER LINE 60.32 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 17 SECONDS EAST ALONG SAID CENTER LINE AND ITS NORTHERLY EXTENSION 202.09 FEET TO A POINT IN THE SOUTH LINE OF THE NORTH 50.0 FEET OF SAID QUARTER QUARTER SECTION 420.23 FEET WEST OF THE EAST LINE OF THE WEST 1159.0 FEET OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4), ALL IN COOK COUNTY, ILLINOIS.

-- OVER --

This instrument does not affect to whom the tax bill is to be billed and there is no Tax Bill Information Form is required to be recorded with this instrument.

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## PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY RESTATED EASEMENT AGREEMENT DATED MARCH 15, 1991 BY AND BETWEEN CORRUGATED SUPPLIES CORP., A DELAWARE CORPORATION AND HARBOR PROPERTIES ASSOCIATES, INC., A CORPORATION OF ILLINOIS, FILED APRIL 30, 1991 AS DOCUMENT LR. 3960512 FOR VEHICULAR INGRESS AND EGRESS TO AND FROM THE "STAGING ROOM" AS DEFINED IN SAID EASEMENT AGREEMENT, AND AS MEANS FOR EMERGENCY EGRESS FROM THE "STAGING ROOM" AND PARCEL 1 OVER THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

THAT PART OF THE EAST 640.0 FEET OF THE WEST 1159.0 FEET OF THE SOUTH 712.50 FEET OF THE NORTH 762.50 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE NORTH 50 FEET OF THE SAID QUARTER QUARTER SECTION 659.0 FEET EAST OF THE WEST LINE THEREOF; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST PARALLEL WITH THE WEST LINE THEREOF 292.46 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE CONVEX SOUTHEASTERLY AND HAVING A RADIUS OF 278.94 FEET FOR A DISTANCE OF 1853.96 FEET TO A POINT OF REVERSE CURVE (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 23 DEGREES 57 MINUTES 10 SECONDS WEST); THENCE SOUTHWESTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 296.94 FEET FOR A DISTANCE OF 131.38 FEET TO A POINT IN THE EAST LINE OF THE WEST 519.0 FEET OF SAID QUARTER QUARTER SECTION 621.83 FEET SOUTH OF THE NORTH LINE THEREOF (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 30 DEGREES 22 MINUTES 34 SECONDS WEST); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE WEST 519.0 FEET FOR A DISTANCE OF 140.69 FEET TO THE SOUTH LINE OF THE NORTH 762.50 FEET AFORESAID (EXCEPT THEREFROM THAT PART LYING SOUTH OF THE FOLLOWING DESCRIBED LINES: BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 1159.0 FEET AFORESAID 469.92 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS WEST ALONG THE SOUTH FACE OF A HIGH 1 - STORY BRICK BUILDING (HEREINAFTER REFERRED TO AS LINE A) 440.81 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 94.78 FEET TO AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 270.53 FEET; THENCE SOUTHWESTERLY ALONG SAID ARC 76.57 FEET (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 60 DEGREES 53 MINUTES 15 SECONDS WEST); THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 315.05 FEET FOR A DISTANCE OF 205.33 FEET TO A POINT IN THE SOUTH LINE ON THE NORTH 762.50 FEET AFORESAID 9.96 FEET EAST OF THE EAST LINE OF THE WEST 519.0 FEET AFORESAID AND EXCEPT THAT PART LYING NORTH OF LINE "A" AND ITS WESTERLY EXTENSION) IN COOK COUNTY, ILLINOIS.

-- SEE NEXT PAGE --

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## PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY RESTATED EASEMENT AGREEMENT DATED MARCH 15, 1991 BY AND BETWEEN CORRUGATED SUPPLIES CORP., A DELAWARE CORPORATION AND HARBOR PROPERTIES ASSOCIATES, INC., A CORPORATION OF ILLINOIS, FILED APRIL 30, 1991 AS DOCUMENT LR. 3960512 FOR THE USE OF A ROOM AND LOADING DOCK COLLECTIVELY REFERRED TO AS THE "STAGING ROOM", AS DEFINED IN SAID EASEMENT AGREEMENT, FOR LOADING AND UNLOADING OF GOODS AND MATERIALS, BEING LEGALLY DESCRIBED AS FOLLOWS:

THAT PART OF THE EAST 640.0 FEET OF THE WEST 1159.0 FEET OF THE SOUTH 712.50 FEET OF THE NORTH 762.50 FEET OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF THE WEST 1159.0 FEET AFORESAID 469.92 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS WEST ALONG THE SOUTH FACE OF A HIGH 1 - STORY BRICK BUILDING 424.05 FEET TO THE POINT OF BEGINNING, BEING ON THE EAST FACE OF A BRICK WALL; THENCE NORTH 00 DEGREES 16 MINUTES 25 SECONDS WEST ALONG SAID EAST FACE 35.11 FEET TO THE SOUTH FACE OF A BRICK WALL; THENCE NORTH 89 MINUTES 59 MINUTES 38 SECONDS WEST ALONG SAID SOUTH FACE 37.54 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS WEST 35.11 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS WEST 16.17 FEET TO THE WEST FACE OF A CONCRETE BLOCK WALL; THENCE SOUTH 00 DEGREES 24 MINUTES 06 SECONDS WEST ALONG SAID WEST FACE 12.65 FEET TO THE SOUTHWESTERLY FACE OF SAID CONCRETE BLOCK WALL; THENCE SOUTH 45 DEGREES 04 MINUTES 29 SECONDS EAST ALONG SAID SOUTHWESTERLY FACE 40.05 FEET TO THE SOUTH FACE OF SAID CONCRETE BLOCK WALL; THENCE SOUTH 89 DEGREES 23 MINUTES 58 SECONDS EAST ALONG SAID SOUTH FACE 8.67 FEET TO THE EAST FACE OF SAID CONCRETE BLOCK WALL; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS EAST ALONG SAID EAST FACE 41.02 FEET TO THE SOUTH FACE OF HIGH 1 - STORY BRICK BUILDING; THENCE SOUTH 89 DEGREES 59 MINUTES 39 SECONDS EAST ALONG SAID SOUTH FACE 16.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Commonly known as: 6502-6540 South LaVergne Avenue, Bedford Park, Illinois 60638

Tax Parcel Identification No.: 19-21-212-074

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COOK COUNTY CLERK'S OFFICE