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47258 PER *-96-164976
COOK COUNTY RECORDER

This instrument was prepared by:
Raymond J. Walschlager, Esq.
GMAC Commercial Mortgage Corporation
100 South Wacker Drive - Suite 400
Chicago, Illinois 60606

ASSIGNMENT OF LEASES AND RENTS

4500

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), is made this 7th day of February, 1996 by and between:

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated April 9, 1984 and known as Trust No. 42698 ("Trust 42698"), as to Parcel I described on Exhibit "A" attached hereto and made a part hereof;

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 1, 1986 and known as Trust No. 43873 ("Trust 43873"), as to Parcel II described on Exhibit "A" attached hereto and made a part hereof;

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 30, 1986 and known as Trust No. 44034 ("Trust 44034"), as to Parcel III described on Exhibit "A" attached hereto and made a part hereof;

(Trust 42698, Trust 43873 and Trust 44034 are hereinafter collectively referred to as "Assignor")

and

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BOX 333-CTI

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GMAC Commercial Mortgage Corporation, a California corporation, with its principal place of business located at 8360 Old York Road, Elkins Park, Pennsylvania 19027-1590, hereinafter referred to as "Assignee".

W I T N E S S E T H:

That Assignor has, simultaneously with the execution of this Assignment of Leases and Rents, executed and delivered to Assignee, its Promissory Note ("Note") of even date herewith, payable to the order of Assignee, in the principal sum of THREE MILLION NINE HUNDRED SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$3,975,000.00) ("Loan") and, as security therefor, executed and delivered to Assignee its Mortgage ("Mortgage"), of even date herewith, conveying the land legally described as follows ("Land"):

See Exhibit "A" attached hereto and made a part hereof

and the improvements thereon ("Improvements"). Land and Improvements are sometimes hereinafter collectively referred to as the "Mortgaged Premises".

That Assignor has executed and delivered a Specific Assignment of Leases and Rents, granting a security interest in and selling, assigning, transferring and setting over unto Assignee one hundred percent (100%) of Assignor's right, title and interest in and to:

lease agreements therein set forth, executed with occupancy tenants of Land and Improvements, together with all rents, income or other sums payable by the provisions thereof;

future lease agreements, at the option of Assignee, which may be executed by Assignor, as landlord, at any time following the date of this Assignment, with occupancy tenants of Land and Improvements, together with all rents, income or other sums payable by the provisions thereof.

NOW, THEREFORE, in consideration of the disbursement of the proceeds of Loan by Assignee and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor:

1. Sells, assigns and transfers unto Assignee:
 - a) all lease agreements, written or verbal, or any letting of or other agreements for the use or occupancy of Land and Improvements, which may have heretofore been made and, at the option of

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Assignee, all lease agreements, written or verbal, or any letting of or other agreements for the use and occupancy of Land and Improvements, which may hereafter be made or agreed to by Assignor or which may be made or agreed to by Assignee pursuant to the powers herein granted (collectively "Leases");

- b) all of the rents, issues and profits now due or which may hereafter become due pursuant to or by virtue of Leases ("Rents");

It being the intention of Assignor hereby to establish an absolute transfer and assignment of Leases and Rents to Assignee.

2. Appoints, irrevocably, Assignee its true and lawful attorney-in-fact, in its name and stead (with or without taking possession of Land and Improvements), to hereafter execute Leases, at such rentals and upon such terms and conditions as may be satisfactory to it and to collect all Rents now due or arising from or accruing at any time hereafter, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon a taking of possession of Land and Improvements pursuant to the provisions hereof.

3. Represents and covenants that no Rents have been or will be paid by any person or entity in possession of any part of Land and Improvements in advance excluding security deposits and that the payment of Rents to accrue has not and will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, except with the prior written consent of Assignee.

4. Agrees that nothing herein contained shall be construed as constituting Assignee a "mortgage in possession" in the absence of the taking of actual possession of Land and Improvements by it pursuant to the provisions hereof. In the exercise of the powers herein granted to Assignee, no personal liability shall be asserted or enforced against it, all such liability being hereby expressly waived and released by Assignor.

5. Agrees to execute and deliver to Assignee, promptly upon its request, all such further assurances and assignments of Leases and Rents as Assignee may, from time to time, require.

6. Expressly understands and agrees, anything herein contained to the contrary notwithstanding (although it is Assignor's intention that this Assignment be a present Assignment) that Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless a Monetary Default or Non-Monetary Default (as said terms are defined in Note) shall occur.

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7. Agrees, in any instance in which, pursuant to the provisions of Mortgage, Assignee has a right to institute foreclosure proceedings, and after the indebtedness secured hereby (the "Indebtedness") is declared to be immediately due or legal proceedings to foreclose the lien thereof have been instituted, forthwith upon demand of Assignee, to surrender to Assignee and Assignee shall be entitled to take actual possession of Land and Improvements, or any part thereof personally or through its agents or attorneys subject to the rights of possession granted tenants under Leases. Assignee, in its discretion, either personally or through its agents and attorneys, may, with force and with process of law, but subject to tenant's rights under Lease, enter upon and take and maintain possession of all or any part of Land and Improvements (together with all documents, books, records, papers and accounts of Assignor or the then owner of Land and Improvements relating thereto) excluding Assignor, its agents or servants, wholly thereon and, as attorney-in-fact or agent of Assignor, or in its own name as mortgagee and:

- a) hold, operate, manage and control Land and Improvements and conduct the business, if any, thereon;
- b) implement such measures, legal or equitable, as in its discretion, may be deemed proper or necessary to enforce the payment of Rents and the performance of all of the terms, covenants, conditions and agreements contained in Leases, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent;

Assignor hereby granting to Assignee full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter. Without notice to Assignor and with full power and authority, Assignee may:

- i) cancel or terminate any Lease or sublease thereof, for any cause or reason which would entitle Assignor to cancel the same;
- ii) elect to disaffirm any Lease or sublease of all or any part of the Land and/or Improvements made subsequent to this Assignment without Assignee's prior written consent (except as permitted in Paragraph No. 15 of Mortgage);
- iii) make all necessary or proper repairs, decorating renewals, replacements, alterations, additions betterments and improvements to Land and Improvements which may seem judicious, in Assignee's reasonable discretion;

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- iv) insure and re-insure Land and Improvements for all risks incidental to the possession, operation and management thereof; and
- v) collect and receive all Rents.

8. Agrees that unless and until Assignee shall exercise the rights and powers conferred upon it pursuant hereto, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. Assignor shall indemnify and hold Assignee harmless of and from any and all liability, loss or damage, including costs, expenses and reasonable attorneys' fees, which it may incur pursuant to Leases or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings, on its part, to perform or discharge any of the terms, covenants, conditions and agreements required of Assignor pursuant to Leases. Notwithstanding the foregoing, Assignor shall not indemnify or hold Assignee harmless of and from any and all liability, loss or damage (including costs, expenses and reasonable attorneys' fees) which Assignee, its employees or agents may incur by reason of any obligation, undertaking, act or deed on their part following the exercise of Assignee's rights and powers pursuant to this Assignment or which may be caused by Assignee's negligence or wilful misconduct.

9. Agrees that Assignee, in the exercise of the rights and powers conferred upon it pursuant hereto, shall have the full power to use and apply Rents to the payment or on account of the following, in such order of priority as it may determine:

- a). operating expenses of Land and Improvements, including the reasonable costs of management and leasing thereof (which shall include reasonable compensation to Assignee and its agents or contractors, if management be delegated to such agents or contractors, and leasing commissions and other compensation and expenses in seeking and procuring tenants and entering into leases), establishing claims for damages relating to the operation of Land and Improvements, if any, and premiums on insurance coverages hereinabove authorized;
- b). taxes and special assessments now due or which may hereafter become due on Land and Improvements;
- c). cost of repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements to Land and Improvements, including the costs, from time to time, incurred in placing

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Land and Improvements in such condition as will, in the reasonable judgment of Assignee, make the same readily rentable; and

d). Indebtedness secured hereby.

10. Authorize and instructs each and every present and future tenant of any part of Land and Improvements to pay all unpaid Rents agreed upon in any tenancy to Assignee, upon receipt of demand therefor from Assignee and notice from Assignee specifying that a Monetary or Non-Monetary Default has occurred.

11. Agrees that subject to Provision 14 hereof, the provisions set forth herein shall not be deemed exclusive of any of the remedies granted to Assignee in Loan Documents but shall be deemed a special and additional remedy granted to Assignee and cumulative with the remedies contained in Loan Documents.

12. All notices given under this Assignment shall be in writing to the other party at its address set forth below or at such other address as such party may designate by notice to the other party and shall be deemed given (i) three (3) Business Days (as defined below) after mailing, by certified or registered U.S. mail, return receipt requested, postage prepaid, (ii) one (1) Business Day after delivery, fee prepaid, to a national overnight delivery service (such as Federal Express, Purolator Courier, U.F.S. Next Day Air), (iii) when received, if delivered by hand, as evidenced by a signed receipt, or (iv) the date of transmission of notice sent by telecopier or facsimile machine (with a copy thereof sent in accordance with clause (ii) above) provided notice was transmitted on a Business Day otherwise notice shall be deemed given on the next Business Day:

If to Assignor: Southwind Financial, Ltd., 1892 Techny Court,
Northbrook, Illinois 60062, Attention: Dean W. Keiley.

with a copy to: Bischoff, Maurides & Swabowski, Ltd., 30
South Wacker Drive, Suite 2600, Chicago, Illinois 60606,
Attention: George D. Maurides, Esq.

If to Assignee, to GMAC Commercial Mortgage Corporation,
100 South Wacker Drive, Suite 400, Chicago, Illinois
60606, Attention: Ann Cassidy, Senior Vice President,
Commercial Loan Servicing.

A "Business Day" is any day that Assignee is open for business.

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13. Agrees that this Assignment shall be binding upon Assignor, its successors, assigns, grantees and legal representatives and shall inure to the benefit of Assignee, its successors, assigns, grantees and legal representatives.

14. Agrees that:

- a). until this Assignment is voluntarily released by Assignee, no judgment or decree which may be entered with respect to the Indebtedness shall operate to abrogate or lessen the effect hereof but the same shall continue in full force and effect until the Indebtedness and all costs and expenses which may be incurred by Assignee by virtue of the power and authority herein contained have been paid in full; and
- b). this Agreement shall remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale and until the issuance of a deed pursuant to a foreclosure decree, unless indebtedness is paid in full prior to the expiration of any period of redemption.

This Assignment is executed by the Assignor:

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated April 9, 1984 and known as Trust No. 42698;

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 1, 1986 and known as Trust No. 43873; and

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 30, 1986 and known as Trust No. 44034;

solely in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Assignor hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that in the event of any Monetary Default or Non-Monetary Default under the terms of this Assignment, the Mortgage, the Note or any other loan document given to additionally secure the Note ("Other Loan Document"), Assignee agrees that it shall neither seek nor take any deficiency or monetary judgment against Assignor or Assignor's beneficiary ("Beneficiary"), or against any property of Assignor or Beneficiary

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other than the property described herein and the Mortgage and in Other Loan Documents, and nothing herein contained or contained in said Note, Mortgage or Other Loan Documents shall be construed as creating any personal liability on the Assignor, its agents, or employees, nor, except as hereinafter set forth, Beneficiary, all such personal liability being expressly waived by the Assignee for itself and its successors and assigns, and that so far as Assignor, Beneficiary and their respective successors in trust personally are concerned, except as hereinafter set forth, Assignee, its successors and assigns, shall look solely to the Mortgaged Premises, and to the income, proceeds and avails thereof for the payment of Indebtedness.

It is further understood and agreed, however, that nothing contained in the preceding paragraph or any Other Loan Document or Guaranty Agreement shall in any manner or way release, affect or impair:

- a). the existence of the debt evidenced by Note;
- b). the enforceability of the liens and security interests created by this Assignment, the Mortgage and Other Loan Documents;
- c). the right of the Assignee to recover or receive from Beneficiary, (or to recover or receive other property of Beneficiary in lieu thereof):
 - (1) all funds, damages or costs (including without limitation, attorney's fees) incurred by Assignee as a result of fraud or material misrepresentation by or on behalf of Assignor or Beneficiary; or
 - (2) all Awards or Proceeds (as such terms are defined in the Mortgage) which are not utilized in accordance with the terms and conditions of the Mortgage; or
 - (3) all rents, revenues, income, issues, proceeds or profits of the Mortgaged Premises held or collected by or on behalf of Assignor or Beneficiary following the occurrence of a Monetary Default or Non-Monetary Default; and not applied to Indebtedness; or
 - (4) all funds, damages or costs incurred by Assignee as a result of any material waste of the Mortgaged Premises; or
 - (5) any and all costs, expenses, damages or liabilities incurred by Assignee, including, but not limited to, all reasonable attorney's fees, directly or

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indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence (excluding that caused by adjoining land owners or occupants of said adjoining land) on, under or about the Mortgaged Premises of any materials, wastes or substances defined or classified as hazardous or toxic pursuant to federal, state or local laws or regulations; or

- (6) any action to enforce the personal liability of any guarantor of Note, if any.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed by their duly authorized officers and its corporate seal to be hereunto affixed on the day and year first above written.

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated April 9, 1984 and known as Trust No. 42698;

By: [Signature]
Title: Vice President

Attest: [Signature]
Title: TRUST OFFICER

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 1, 1986 and known as Trust No. 43873; and

By: [Signature]
Title: Vice President

Attest: [Signature]
Title: TRUST OFFICER

COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated December 30, 1986 and known as Trust No. 44034;

By: [Signature]
Title: Vice President

Attest: [Signature]
Title: TRUST OFFICER

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, MARITZA CASTILLO, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that [redacted] Vice President of COLE TAYLOR BANK, as Trustee under Trust No. 42698, and [redacted] Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that (she) (he), as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of February 1996.

[Signature]
Notary Public

My commission expires: 10/27/98

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)



I, MARITZA CASTILLO, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that [redacted] Vice President of COLE TAYLOR BANK, as Trustee under Trust No. 43873, and [redacted] Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that (she) (he), as custodian of the

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corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

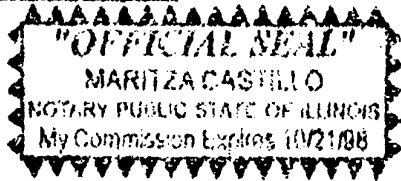
Given under my hand and Notarial Seal this 7th day of February 1996.

Maritza Castillo
Notary Public

My commission expires: 10-21-98

STATE OF ILLINOIS)
COUNTY OF COOK)

SS:



I, MARITZA CASTILLO, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that ROBERT B. BLUNT Vice President of COLE TAYLOR BANK, as Trustee under Trust No. 44034, and Constance E. Considine, Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that (she) (he), as custodian of the corporate seal of said Corporation, did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 7th day of February, 1996.

Maritza Castillo
Notary Public

My commission expires: 10-21-98



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EXHIBIT "A"

That part of the East 1/2 of the Northwest 1/4 of Section 15, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows:

Beginning at a point in the South line of the East 1/2 of the Northwest 1/4 of Section 15, 307 feet East of the Southwest corner thereof and running thence North parallel to the West line of said East 1/2 of said Northwest 1/4, 525.40 feet thence West parallel to the South line of said Northwest 1/4, 352.65 feet to the Easterly right of way line of the Chicago, Milwaukee, and St. Paul Railroad; thence Southeasterly along said Easterly right of way line, 317.94 feet to a point 222 feet North of the South line of said Northwest 1/4; thence East parallel to said South line 199.59 feet to a point 447.0 feet East of the West line of said East 1/2 of the Northwest 1/4 of said Section 15; thence South parallel to said West line 222 feet to the South line of said Northwest 1/4 and thence East along said South 60 feet to the point of beginning in Cook County, Illinois.

TAX NUMBER:

04-15-101-012-0000

1828-1892 Techny Court
Northbrook, Illinois

That part of the South 13 acres of the East 1/2 of the Northwest 1/4 of Section 15, Township 42 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois bounded and described as follows:

Beginning on the South line of said East 1/2 of the Northwest 1/4 of Section 15, at a point which is 447 feet East of the West line of said East 1/2, and running thence North parallel to the West line of said East 1/2 of the Northwest 1/4, a distance of 222 feet; thence West parallel to the South line of said East 1/2 of the Northwest 1/4, a distance of 303.78 feet to an intersection with the Easterly right of way line of the Chicago, Milwaukee and St. Paul Railroad; thence Southeastwardly along said Easterly right-of-way line, a distance of 232.73 feet to an intersection with the South line of the East 1/2 of the Northwest 1/4 aforesaid, and thence East along said South line, a distance of 151.75 feet, to the point of beginning, in Cook County, Illinois, except that portion lying within the right-of-way of Techny Road, in Cook County, Illinois.

TAX NUMBER:

04-15-101-022-0000

1894-1908 Techny Court
Northbrook, Illinois

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That part of the South 926.75 feet (as measured along the west line thereof) of the Southwest Fractional Quarter of Section 30, Township 41 North, Range 12, East of the Third Principal Meridian, lying west of a line (hereinafter described as Line "A") drawn from a point on the south line of the Southwest Quarter of said Section; 563.85 feet East of the Southwest corner (as measured along said south line) to a point on the north line of the South 926.75 feet aforesaid; said point being 564.17 feet East of the west line of the Southwest Quarter of said Section 30 (as measured along said North line); lying northeasterly of a line drawn from a point on the west line of the Southwest Fractional Quarter of Section 30, (said point being 887.35 feet North of the Southwest corner of said Section) (as measured along the west line thereof) to a point on the south line of the North Half of the Northwest Fractional Quarter of Section 31, Township 41 North, Range 12, East of the Third Principal Meridian, said point being 1302.14 feet East of the west line of the Northwest Quarter of Section 31, (as measured along the south line) (hereinafter described as Line "B"); lying North of the following described line: Beginning at a point on the west line of the Southwest Fractional Quarter of Section 30, said point 50.51 feet North of the south line of said Southwest Quarter measured perpendicular thereto; thence easterly 203.02 feet to a point 51.11 feet North of the south line of said Southwest Quarter measured perpendicular thereto; thence southerly along a line parallel with the west line of said Southwest Quarter to a point 45.11 feet North of the south line of said Southwest Quarter measured perpendicular thereto; thence easterly 260 feet more or less to a point hereinabove described as Line "A", said point being 46.9 feet North of the south line of said Southwest Quarter measured perpendicular thereto; lying South of a line at right angles to the heretofore described Line "A" through a point on said Line "A" 285.43 feet South of (as measured on Line "A") the north line of the heretofore described South 926.75 feet; all in Cook County, Illinois.

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TAX NUMBER:

09-30-300-031-0000

100-180 Touhy Court
Des Plaines, Illinois

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