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ASSIGNMENT OF RENTS AND LEASES

from

LASALLE NATIONAL BANK,
a national banking association,
as Trustee under a Trust Agreement
dated October 13, 1964, and
known as Trust No. 31062,

and

9503 NORTH MILWAUKEE AVENUE SHOPPING CENTER L.L.C.,
an Illinois limited liability company

to

LASALLE NATIONAL BANK,
a national banking association

Dated as of August 1, 1997

Permanent Tax Index Number:

09-14-200-033
09-14-200-037

Address of Premises:

9503 North Milwaukee Avenue
Niles, Illinois

This Instrument Prepared By and
to be Returned After Recording to:

Alvin L. Kruse
Elizabeth Pfeiler Strand
Seyfarth, Shaw, Fairweather &
Geraldson
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603

BOX 333-CTT

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ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LASALLE NATIONAL BANK, a national banking association, as Trustee under a Trust Agreement dated October 13, 1964, and known as Trust No. 31062, and not personally (the "Mortgagor"), in order to secure an indebtedness in the principal sum of Two Million Four Hundred Thousand and No/100 Dollars (\$2,400,000), executed a Mortgage and Security Agreement of even date herewith (the "Mortgage"), mortgaging to LASALLE NATIONAL BANK, a national banking association (the "Mortgagee"), the real property described in Exhibit A attached hereto and by this reference made a part hereof, together with any present and future improvements situated thereon (collectively, the "Premises"); and

WHEREAS, the Mortgagee is the holder of the Mortgage and the Mortgage Note of the Mortgagor and 9503 NORTH MILWAUKEE AVENUE SHOPPING CENTER L.L.C., an Illinois limited liability company (the "Beneficiary"), of even date herewith (the "Note") secured by the Mortgage; and

WHEREAS, the Beneficiary is the sole beneficiary under the Trust Agreement by which the Mortgage was created;

NOW, THEREFORE, in order to induce the Mortgagee to make the loan secured by the Mortgage, the Mortgagor and the Beneficiary do hereby sell, assign, transfer and set over unto the Mortgagee, its successors and assigns, (i) all the rents, avails, issues and profits now due or which may hereafter become due under or by virtue of any lease or sublease, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the Premises, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power hereinafter granted, including, but not limited to, the lease or leases described in Exhibit B attached hereto (the "Leases"); (ii) all such leases and subleases and agreements referred to in (i) above, including, but not limited to, the Leases; and (iii) any and all guarantees of the lessee's obligations under any of such leases and subleases and agreements. It is the intention hereby to establish an absolute transfer and assignment of all such leases and subleases and agreements and all the rents, avails, issues and profits thereunder unto the Mortgagee, including all leases and subleases and agreements now existing upon the Premises, if any, including, without limitation the Leases, and not merely an assignment as additional security for the indebtedness described above.

The Mortgagor and the Beneficiary do hereby further covenant and agree as follows:

Section 1. Mortgagee as Agent. The Mortgagor and the Beneficiary do hereby jointly and severally irrevocably appoint the Mortgagee to be their agent for the management of the

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Premises, and do hereby authorize the Mortgagee to let and re-let the Premises, or any part thereof, according to its own discretion, and to bring or defend any suits in connection with the Premises in its own name or in the name of the Mortgagor or the Beneficiary as it may deem necessary or expedient, and to make such repairs to the Premises as it may deem proper or advisable, and to do anything in or about the Premises that the Mortgagor or the Beneficiary might do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

Section 2. Collection of Rents. The Mortgagor and the Beneficiary do hereby irrevocably authorize the Mortgagee in its own name to collect all of said rents, avails, issues and profits arising or accruing at any time hereafter and all now due or that may hereafter become due and to use such measures, legal or equitable, as in its discretion it may deem necessary or proper to enforce the payment or the security of such rents, avails, issues and profits, or to secure and maintain possession of the Premises or any portion thereof.

Section 3. Application of Rents. It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, avails, issues and profits toward the payment of any present or future indebtedness or liability of the Mortgagor or the Beneficiary to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for the leasing and/or collecting of rents for the Premises or any part thereof, and for the expense of such attorneys, agents and servants as may be employed by the Mortgagee for such purposes.

Section 4. Successors in Interest. It is further understood and agreed that this Assignment shall be binding upon and inure to the benefit of the successors and assigns of the Mortgagor, the Beneficiary and the Mortgagee, respectively, including any participant in any loan hereby secured, and shall be construed as a covenant running with the land and shall continue in full force and effect until all of the indebtedness or liability of the Mortgagor and/or the Beneficiary to the Mortgagee shall have been paid in full, at which time this Assignment and the rights and powers granted hereunder shall terminate.

Section 5. Exercise Upon Default. It is understood and agreed that the Mortgagee shall not exercise its rights and powers under this Assignment, including, without limitation, those rights and powers enumerated in Sections 1, 2 and 3 of this Assignment, until after default in the payment of principal of and/or interest on the indebtedness evidenced by the said Mortgage Note, or until after a default occurs under any document

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securing said indebtedness, in each case after the expiration of any applicable cure or grace period, and the Mortgagor and the Beneficiary shall have a license to collect the rentals from the Premises in the absence of such a default and the expiration of any such grace period. Without limitation on any other remedies which the Mortgagee may be entitled to exercise in order to enforce this Assignment, the rights and powers of the Mortgagee under this Assignment may be exercised upon written notice by the Mortgagee to the Mortgagor and the Beneficiary and any one or more tenants under any lease or tenancy of the Premises or any portion thereof, and in order to enforce such rights and powers, it shall not be necessary for the Mortgagee to obtain possession of the Premises, or to institute any legal action or proceeding whatsoever, including, without limitation, any action to foreclose the Mortgage or to appoint a receiver for the Premises.

Section 6. No Waiver. Failure of the Mortgagee to exercise any right which it may exercise hereunder shall not be deemed a waiver by the Mortgagee of its rights of exercise thereafter.

Section 7. Giving of Notice. All communications provided for herein shall be in writing and shall be deemed to be given or made when served personally or two business days after deposit in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

If to the Mortgagor: LaSalle National Bank
Trust No. 31062
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Land Trust Department

If to the Beneficiary: 9503 North Milwaukee Avenue
Shopping Center L.L.C.
c/o F&F Management
707 Skokie Boulevard
Suite 400
Northbrook, Illinois 60062
Attention: Mr. Robert F. Fink

with a copy to: John T. Roselli, Esq.
Fuchs & Roselli, Ltd.
6 West Hubbard Street
Suite 800
Chicago, Illinois 60610

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If to the Mortgagee: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603

Attention: Commercial Real Estate

or to such party at such other address as such party may designate by notice duly given in accordance with this Section to the other parties.

Section 8. Entire Agreement. This Assignment sets forth all of the covenants, promises, agreements, conditions and understandings of the parties relating to the subject matter of this Assignment, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth.

Section 9. Modification, Waiver and Termination. This Assignment and each provision hereof may be modified, amended, changed, altered, waived, terminated or discharged only by a written instrument signed by the party sought to be bound by such modification, amendment, change, alteration, waiver, termination or discharge.

Section 10. Execution of Counterparts. This Assignment may be executed in several counterparts and all such executed counterparts shall constitute one agreement binding on the parties hereto.

Section 11. Severability. If any part of this Assignment is or shall be invalid for any reason, the same shall be deemed to be severable from the remainder thereof and such invalidity shall in no way affect or impair the validity of this Assignment as a whole or any other part or portion thereof.

Section 12. Construction.

(a) The words "hereof," "herein," "hereunder," and other words of similar import refer to this Assignment as a whole and not to the individual Sections in which such terms are used.

(b) References to Sections and other subdivisions of this Assignment are to the designated Sections and other subdivisions of this Assignment as originally executed.

(c) The headings of this Assignment are for convenience only and shall not define or limit the provisions hereof.

(d) Where the context so requires, words used in the singular shall include the plural and vice versa, and words of one gender shall include all other genders.

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(e) Wherever in this Assignment provision is made for the approval or consent of the Mortgagee, or that any matter is to be to the Mortgagee's satisfaction, or that any matter is to be as estimated or determined by the Mortgagee, or the like, unless specifically stated to the contrary, such approval, consent, satisfaction, estimate or determination or the like shall be made determined or given by the Mortgagee pursuant to a reasonable application of judgment in accordance with institutional lending practice and commercial custom in connection with major real estate loans.

(f) The Mortgagor, the Beneficiary and the Mortgagee, and their respective legal counsel, have participated in the drafting of this Assignment, and accordingly the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Assignment.

Section 13. Governing Law. This Assignment is prepared and entered into with the intention that the law of the State of Illinois shall govern its construction.

Section 14. Waiver of Jury Trial. THE MORTGAGOR AND THE BENEFICIARY HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING RELATING TO THIS ASSIGNMENT.

Section 15. Execution by Mortgagor. This instrument is executed by LaSalle National Bank, not personally, but solely as trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such trustee, and it is expressly understood and agreed that nothing contained in this instrument shall be construed as creating any monetary liability on LaSalle National Bank with respect to the performance of any warranty or covenant, either expressed or implied in this instrument, all such personal monetary liability, if any, being expressly waived by the parties hereto and by every person now or hereafter claiming any right of security hereunder. Nothing contained in this Section shall modify or discharge the personal liability of any guarantor of the indebtedness secured by this Assignment or any person under or by virtue of any guaranty of such indebtedness or under any of the other documents evidencing and securing such indebtedness. LaSalle National Bank, by its execution hereof on behalf of the Mortgagor represents and warrants that it possesses full power and authority to execute this instrument.

[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of August 1, 1997.

LASALLE NATIONAL BANK, not personally but solely as Trustee as aforesaid

By *Rosmary Cullen*
Title: SECRETARY

(SEAL)

Attest:

Nancy Carlson
Title: SECRETARY

9503 NORTH MILWAUKEE AVENUE SHOPPING CENTER
L.L.C.

By *Robert Fink*
Robert Fink, Manager

By *Laurance H. Freed*
Laurance H. Freed, Manager

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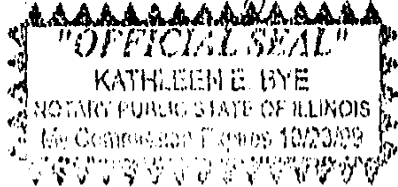
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 15 day of Oct, 1997, by ROBERT A. GRIFF and ROBERT H. FREED respectively, of LaSalle National Bank, a national banking association, Trustee under a Trust Agreement dated October 13, 1964, and known as Trust No. 31062, on behalf of said Trustee.

Kathleen E. Bye

Notary Public

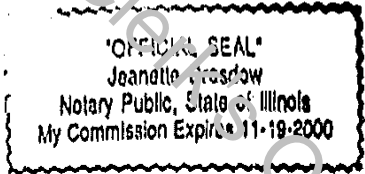


STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 14th day of October, 1997, by Robert Fink and Laurance H. Freed, managers on behalf of 9503 North Milwaukee Avenue Shopping Center L.L.C., an Illinois limited liability company.

Jeanette Grosdow

Notary Public



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EXHIBIT A

LEGAL DESCRIPTION OF THE PREMISES

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTH HALF OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF BLOCK 4 OF SUPERIOR COURT COMMISSIONERS' DIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 14, WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60S10942, RECORDED SEPTEMBER 28, 1960, SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4; THENCE NORTHWESTWARD ALONG SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 100 FEET; THENCE NORTHEASTWARD, AT RIGHT ANGLES TO SAID NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 30.70 FEET TO A POINT IN A LINE WHICH IS 100 FEET (MEASURED AT RIGHT ANGLES) NORTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 306.52 FEET; THENCE SOUTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS' DIVISION FOR A DISTANCE OF 100.8 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS, (EXCEPT THAT PART THEREOF TAKEN FOR MILWAUKEE AVENUE)

PARCEL 2:

THAT PART OF BLOCK 4 OF SUPERIOR COURT PARTITION COMMISSIONERS' DIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 AND PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID BLOCK 4 WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS WIDENED BY CONDEMNATION IN 60S10942, RECORDED SEPTEMBER 28, 1960 SAID INTERSECTION BEING 40.81 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK 4; THENCE SOUTHEASTWARD ALONG THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE FOR A DISTANCE OF 99.43 FEET MORE OR LESS, TO AN INTERSECTION WITH A LINE WHICH IS 81 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF BLOCK 4; THENCE EASTWARD ALONG SAID PARALLEL LINE FOR A DISTANCE OF 210.88 FEET; THENCE NORTHWARD ALONG A LINE WHICH IS PARALLEL WITH THE WEST LINE OF BLOCK 3 OF SAID SUPERIOR COURT COMMISSIONERS' DIVISION FOR A DISTANCE OF 81.06 FEET TO SAID NORTH LINE OF BLOCK 4; THENCE WESTWARD ALONG SAID NORTH LINE OF BLOCK 4 FOR A DISTANCE OF 271.80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address: 9503 North Milwaukee Avenue, Niles, IL

P.I.N.: 09-14-200-033-0000
09-14-200-037-0000

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EXHIBIT BSCHEDULE OF LEASES

<u>Lessor</u>	<u>Lessee</u>	<u>Date of Lease</u>
LaSalle National Bank Trust No. 31062 dated 10/13/64	Factory Card Outlet of America, Ltd.	6/10/97
LaSalle National Bank Trust No. 31062 dated 10/13/64	AT&T Wireless PCS, Inc.*	6/27/97
LaSalle National Bank Trust No. 31062 dated 10/13/64	Wayne Gurowsky and Jeanne Havemeyer d/b/a Samples	10/06/97
LaSalle National Bank Trust No. 31062 dated 10/13/64	Saint Louis Bread Company, Inc.	10/06/97

*by and through its agent Wireless PCS, Inc., d/b/a AT&T

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