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

SPECIFIC ASSIGNMENT OF LEASES AND RENTS

THIS SPECIFIC ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made this 17th day of December, 1997 by and between COLE TAYLOR BANK, not personally, but as successor to Harris Trust and Savings Bank, as Trustee under Trust Agreement dated October 31, 1986 and known as Trust No. 43948 (hereinafter referred to as "Assignor") and COUNTRY LIFE INSURANCE COMPANY, an Illinois corporation, with its principal place of business located at 1701 Towanda Avenue, Bloomington, Illinois 61701, hereinafter referred to as "Assignee".

W I T N E S S E T H

That Assignor has, simultaneously with the execution of this Specific 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 TWO MILLION EIGHT HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,800,000.00) ("Loan") and, as security therefore, executed and delivered to Assignee its Mortgage ("Mortgage"), of even date herewith, conveying the land legally described as follows ("Land"):

Lots 10, 11 and 12 in Krohn's Chestnut Avenue Subdivision of Part of the Northwest Quarter of Section 26 and the Northeast Quarter of Section 27, Township 42 North, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois

1997-2019 Johns Drive, Glenview, Illinois
1941-1989 Johns Drive, Glenview, Illinois
Tax Identification Nos. 04-27-203-009
04-27-203-010
04-27-203-008

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

That Assignor is the landlord under lease agreements with occupancy tenants of Land and Improvements ("Tenant"), as follows (collectively "Leases"):

<u>Lessee</u>	<u>Date of Lease</u>	<u>Expiration Date</u>
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See Exhibit "A" attached hereto and made a part hereof

That Assignee, as a condition precedent to making Loan to Assignor has requested Assignor to assign all of its right, title and interest in and to Leases as additional security for the payment of Loan, and the interest and all other sums due and owing to Assignee pursuant to Note (collectively "Indebtedness").

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. Hereby grants a security interest in and sells, assigns, transfers and sets over unto Assignee one hundred percent (100%) of Assignor's right, title and interest in and to Leases, together with all rents, income or other sums payable by the provisions thereof ("Rents") and, at the option of Assignee, all future lease agreements which may be executed by Assignor, as Landlord, with occupancy tenants of Land and Improvements ("Future Tenants") at any time hereafter ("Future Leases") and all rents, income or other sums payable by the provisions thereof ("Future Rents").

2. Agrees that this Assignment is made for the purpose of securing the payment of Indebtedness and the performance and discharge of each and every obligation, covenant and agreement required of Assignor pursuant to Note, Mortgage and Other Loan Documents (as that term is defined in Note) executed and delivered to secure Indebtedness (collectively "Loan Documents").

3. Represents and warrants that as of the date hereof:

- a) Assignor is the sole owner of one hundred percent (100%) of Landlord's right, title and interest in and to Leases;
- b) Leases are valid and enforceable and have not been altered, modified or amended, since the date the Leases were delivered to Assignee;

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- c) to the best of its knowledge, Tenants are not in default in the performance of any of the terms, covenants, conditions or agreements required of them pursuant to Leases;
- d) no part of Rents reserved in Leases has been previously assigned, and no part of Rents, for any period subsequent to the date hereof, except for the current month, has been collected in advance of the due date thereof.

4. Shall observe and perform all of the obligations imposed upon Assignor, as Landlord, pursuant to Leases and Future Leases and shall:

- a) not do or permit any act or occurrence which would impair the security thereof;
- b) not collect any part of Rents or Future Rents in advance of the time when the same shall become due excluding security deposits;
- c) not execute any other assignment of Assignor's interest, as Landlord, in Leases, Future Leases, Rents or Future Rents, without Assignee's prior written consent;
- d) not alter, modify or change the terms and conditions of Leases or Future Leases, cancel or terminate the same or accept a surrender thereof, other than in the normal course of business, without the prior written consent of Assignee;
- e) at Assignee's request, execute and deliver all such further assurances and assignments as Assignee shall, from time to time, require concerning said Leases and Future Leases.

5. Shall have the right, so long as there shall exist no Monetary Default or Non-Monetary Default (as said terms are defined in Note) to collect Rents and Future Rents, when due but not prior thereto, and retain, use and enjoy the same.

6. Agrees that, any time following a Monetary or Non-Monetary Default, Assignee may, at its option, either in person or through its agent or a receiver appointed by a court of competent jurisdiction, without notice, without, in any way, waiving such Monetary Default or Non-Monetary Default, and without regard to the adequacy of the security for Indebtedness and with or without instituting any action or proceeding:

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- a) subject to the rights of Tenants under Leases, take possession of Land and Improvements and hold, manage lease and operate the same on such terms and for such periods of time as Assignee may deem proper;
 - b) with or without taking possession of Land and Improvements, in its own name, institute suit or otherwise collect and receive Rents and Future Rents, including Rents and Future Rents past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof as Assignee may deem proper;
 - c) apply Rents and Future Rents to the payment of:
 - i) all costs and expenses incurred in managing Land and Improvements (including, but not limited to, the salaries, fees and wages of the managing agent thereof and other employees of Assignor);
 - ii) all expenses of operating and maintaining Land and Improvements (including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and other liens and premiums for all insurance coverages which Assignee may deem necessary);
 - iii) all costs of alteration, renovation, repair or replacement of Land and Improvements;
 - iv) all expenses incident to the taking and retaining of possession thereof; and
 - v) Indebtedness and all reasonable costs, expenses and attorneys' fees incurred by assignee by reason hereof;

and apply the same in such order of priority as Assignee, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

7. Agrees that Assignee shall not be:

- a) liable for any loss sustained by Assignor resulting from Assignee's failure to let Land and Improvements following the occurrence of a Monetary Default or Non-Monetary Default by reason of any other act or omission of Assignee in managing Land

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and Improvements after such Monetary Default or Non-Monetary Default, other than any loss or damage which may be incurred by Assignor by reason of Assignee's negligence or acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Leases and Future Leases.

- b) obligated to perform or discharge, nor does Assignee hereby undertake to perform or discharge, any obligation, duty or liability of Assignor pursuant hereto or pursuant to Leases and Future Leases and Assignor shall, and does hereby agree to indemnify Assignee for, and hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred by reason thereof and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants, conditions and agreements required of Assignor pursuant hereto or pursuant to Leases and Future Leases; PROVIDED, HOWEVER, that such indemnification shall not include any liability, loss or damage which may be incurred by Assignee by reason of its negligence, or wilful or wanton misconduct, or acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Leases and Future Leases.

If Assignee incurs any liability pursuant hereto or pursuant to Leases and Future Leases or in defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees (exclusive of any costs, expenses and attorneys' fees incurred by Assignee by reason of its acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Leases and Future Leases), shall be secured by Mortgage and Assignor shall reimburse Assignee therefor, immediately upon demand. In the event of the failure of Assignor so to do Assignee may, at its option, declare Indebtedness immediately due and payable.

8. Agrees that this Assignment shall not operate to place upon Assignee any responsibility, prior to the exercise of Assignee's rights pursuant hereto, for the control, care, management or repair of Land and Improvements or for the performance of any of the terms, covenants, conditions and agreements required of Assignor, as Landlord, pursuant to Leases and Future Leases nor is the same intended to make Assignee responsible or liable for any:

- a) waste committed on Land and Improvements by Tenants, Future Tenants or any other party;

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- b) dangerous or defective condition of Land and Improvements; or
- c) negligence in the management, upkeep, repair or control of Land and Improvements resulting in loss, injury or death to any Tenant, Future Tenant, licensee, employee or stranger.

9. Agrees that any affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee, setting forth that any part of Indebtedness remains unpaid, shall be and constitute presumptive evidence of the validity, effectiveness and continuing force and effect of this Assignment (all persons being hereby authorized to rely thereon). Assignor hereby authorizes and directs Tenants, Future Tenants or other occupants of Land and Improvements upon receipt from Assignee of written notice to the effect that Assignee is then the holder of Loan Documents and that a Monetary Default or Non-Monetary Default exists pursuant thereunder or pursuant thereto, to pay Rents and Future Rents to Assignee until otherwise notified by Assignee, in writing, to the contrary.

10. Agrees that Assignee may take or release any other security given for the payment of Indebtedness, release any party primarily or secondarily liable therefore and apply any other security, in its possession, to the satisfaction of Indebtedness, without prejudice to any of its rights pursuant hereto.

11. Agrees that the terms "Leases" and "Future Leases" shall include any subleases thereof and all extensions or renewals of Leases, Future Leases and subleases thereof.

12. Agrees that nothing contained herein and no act done or omitted to be done by Assignee pursuant to the powers and rights granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies pursuant to Loan Documents and this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee thereunder. The right of Assignee to collect Indebtedness and to enforce any security therefor in its possession may be exercised by Assignee either prior to, concurrently with or subsequent to any action taken by it pursuant hereto.

13. 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.P.S. Next Day Air), (iii) when received, if delivered by hand, as

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

If to Assignor: Creek Partners, L.L.C. and Wendell Properties c/o William E. Haworth, 2103 West Bartlett Road, Bartlett, Illinois 60103

with a copy to: Georges D. Maurides, 311 South Wacker Drive, Suite 2600, Chicago, Illinois 60606

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

14. Agrees that in the event of any conflict between the terms hereof and the terms of Mortgage, the terms of Mortgage shall prevail.

15. Agrees that this Assignment and all covenants and warranties herein contained shall inure to the benefit of Assignee, its successors, assigns, grantees and legal representatives and shall be binding upon Assignor, its successors, assigns, grantees and legal representatives.

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 October 31, 1986 and known as Trust No. 43948 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 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

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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, arising directly or indirectly from or out of, or in any way connected with, or resulting from any spill of, or use of Hazardous Substances affecting the Mortgaged Premises and originating from Assignor and/or any tenant's use of the Mortgaged Premises, provided, however, Assignee agrees that Assignor and Beneficiary shall not be liable for any spill of or use of Hazardous Substances affecting the Mortgaged Premises which spill or use first occurs

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after Assignor and Beneficiary no longer have any legal or equitable interest in the Mortgaged Premises; 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 October 31, 1986 and known as Trust No. 43948

By: [Signature] Title: Vice-President

Attest: [Signature] Title: TRUST OFFICER

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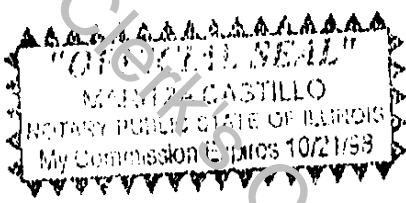
STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, MARCELA CASTILLO, a Notary Public in and for and residing in said County, in the state aforesaid, DO HEREBY CERTIFY that KENNETH W. PIEKUT Vice President of COLE TAYLOR BANK, as Trustee under Trust No. 43948, and JACQUELYN ISHIA ^{TRUST OFFICER} 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 17th day of December, 1997.

Marcela Castillo
Notary Public

My commission expires: 10-24-98



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EXHIBIT "A"

<u>Lessee</u>	<u>Date of Lease</u>	<u>Expiration Date</u>
Phil Kranz, personally, d/b/a Pro Care Auto Detailing	July 24, 1996	July 31, 1999
Mergenthaler, Inc.	February 14, 1994	February 28, 1999
K & D Transportation, Inc.	May 23, 1996	June 30, 1999
G.T. Laboratories, Inc.	January 1, 1997	December 31, 1999
HK U.S.A., Inc.	September 16, 1992, as amended	June 30, 1998
Thome Machine Works, Inc.	July 19, 1994, as amended	June 30, 1998
FYD Enterprises and Scott & Edel Talgo, personally	July 22, 1997	July 31, 1999
American Combination Window, Inc. and Paul Valenti, personally	August 21, 1992, as amended	September 30, 2002
World Class Upholstery, and Oscar Farfan, personally	November 8, 1994	November 30, 1999
Herbert Oberlander, personally d/b/a General Manufacturing	October 17, 1996, as amended	September 30, 1998
Morris Goldberg, personally	August 22, 1994, as amended	August 31, 1998
John P. Teschky, Inc.	October 22, 1992, as amended	May 31, 1999
Royal Land Company	August 23, 1996	August 31, 1999
V.J. Killian Company, and Robert Baker, personally	June 14, 1994	August 31, 2001
Sykes Consulting	October 16, 1997	October 31, 1999
Keltec Company Inc.	November 11, 1996	October 31, 2001
North Shore Heating & Cooling Corp. and Michael Solan, personally	July 25, 1996	August 31, 2001
Edward R. Karp, D.N., Ph.D., personally	August 22, 1994, as amended	August 31, 2000

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<u>Lessee</u>	<u>Date of Lease</u>	<u>Expiration Date</u>
J. Prokop Service and Joe Prokop, personally	May 9, 1994, as amended	April 30, 1998
Indexport, Inc.	February 10, 1997	February 28, 2000
Great Lakes Fabrication, Inc.	February 28, 1995	April 30, 2000
Garden Concepts, Inc. and Timothy N. Thoelecke, Jr., personally	January 31, 1997	February 28, 1998
Flight Support International, Inc.	November 1, 1995, as amended	December 31, 2000
Evanston Cabinet Company, and Kenneth A. Kleiner, personally	January 12, 1995	March 31, 2000
Ronald E. Cowgill, personally d/b/a D & R Services	April 24, 1995	May 31, 1998
Custom Rug Studio, and John M. Siepl, personally	October 17, 1995	October 31, 1998
Bernardi Building Restoration	April 28, 1997	May 31, 2000
Case Products, Inc.	July 24, 1996	July 31, 1999
Alimak Elevator Company	September 23, 1996	October 31, 1999

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