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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS

FIRST AMERICAN TITLE INSURANCE CO.

CE94026 4/4/97

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES AND RENTS (the "Assignment") is made as of the 1st day of January, 1997, by NORTH & MOBILE, L.L.C., A NEBRASKA LIMITED LIABILITY COMPANY, whose address is c/o Dial Companies, 11506 Nicholas Street, Omaha, Nebraska 68154 ("Assignor"), to BOATMEN'S NATIONAL BANK, a national banking association, whose address is P.O. Box 419038, 10th & Baltimore, Kansas City, Missouri 64183, Attention: Commercial Real Estate Department ("Assignee").

1. **Assignment.** Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, does hereby absolutely grant, sell, convey, assign, transfer, set over, and deliver to Assignee the following:

a) All leases, written or oral, now in existence or hereafter arising and all agreements for the use and occupancy of all or any portion of the property (the "Property") described on Exhibit "A" attached hereto and incorporated herein by reference, together with all the right, power, and authority of Assignor, except in the ordinary course of the operation of the Property, to alter, modify, or change the terms of such leases and agreements or to surrender, cancel, or terminate such leases and agreements without the prior written consent of Assignee, and together with any and all extensions and renewals thereof and any and all further leases including, to the extent that Assignor is or becomes in privity of contract or estate with the sublessees thereunder, subleases of all or any part of the Property (all such leases, agreements and tenancies collectively called the "Leases" and each individually called a "Lease");

b) Any and all guarantees of the obligations of any lessee or tenant (the "Lessee") under any Lease;

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c) The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues, and profits now due or which may become due or to which Assignor may now or shall hereafter (whether upon any applicable period of redemption, or otherwise) become entitled or may demand or claim, arising or issuing from or out of the Leases, or from or out of the Property or any part thereof, including but not limited to: minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water, and other utilities and services, deficiency rents and liquidated damages following default, premiums payable by any Lessee upon the exercise of a cancellation privilege provided for in any Lease and all proceeds payable under any policy of insurance covering loss of the rents resulting from untenantability caused by destruction or damage to the Property, together with any and all rights and claims of any kind which Assignor may have against any Lessee under any Lease or any subtenants or occupants of the Property (all such rents, income, receipts, revenues, issues and profits being hereinafter collectively called the "Rents"), subject in all respects, however, to the limited license granted herein by Assignor to Assignee to collect and receive the Rents.

TO HAVE AND TO HOLD the same to Assignee, its successors and assigns, to secure the payment and performance by Assignor to Assignee of the following described obligations (collectively the "Obligation"):

(a) The payment and performance by Assignor of all of its Obligations to Assignee pursuant to:

(i) the Promissory Note dated the same date as this Assignment, from Assignor to Assignee in the stated principal amount of \$3,600,000, evidencing a loan (the "Loan") up to that amount made by Assignee to Assignor, and any and all extensions, modifications, substitutions, replacements or renewals thereof and judgments in enforcement thereof (the "Note");

(ii) the Illinois Mortgage, Assignment of Rents and Security Agreement (the "Mortgage") securing the Loan;

(iii) the Construction Loan Agreement by and between Assignor and Assignee dated as of the same date as this Assignment (the "Loan Agreement");

(iv) this Assignment; and

(v) any and all other documents or instruments which evidence, secure or otherwise relate to the Loan, (the documents and instruments described in (i) through (v) above are herein referred to as the "Loan Documents").

(b) All other indebtedness, obligations, and liabilities of any kind of

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Assignor to Assignee, now or hereafter existing, that may at any time be secured by the Mortgage.

(c) All costs incurred by Assignee to obtain, preserve, and enforce this Assignment, collect the Obligation, and maintain and preserve the Leases and the Rents including specifically, but without limitation, Assignee's attorneys fees in accordance with the provisions of the Note, disbursements, and legal expenses.

(d) Interest on the Obligation at the rate or rates provided in the Loan Documents.

2. Assignor's Warranties and Representations -- Negative Covenants.

(a) Ownership of Leases and Rents. Assignor is the owner in fee simple of the Property, subject only to the Permitted Encumbrances (as defined in the Mortgage) and has good title to the Leases and Rents and all requisite right, power, and authority to assign the Leases and Rents, and no other person, firm, or corporation has any right, title, or interest therein.

(b) No Default. Assignor has duly and punctually performed all and singular the terms, covenants, conditions, and warranties of the Leases on Assignor's part to be kept, observed, and performed; and the Lessees thereunder are not in default of any of the terms or provisions of the respective Leases.

(c) No Modification of Leases or Anticipation or Hypothecation of Rents. The Leases are valid and unmodified except as indicated herein and are in full force and effect. Assignor has not previously sold, assigned, transferred, mortgaged, or pledged the Leases or the Rents, whether now due or hereafter to become due; the Rents now due or to become due for any periods subsequent to the date hereof have not been collected and payment thereof has not been anticipated for a period of more than one month in advance, waived or released, discounted, setoff or otherwise discharged or compromised. Assignor has not received any funds or deposits from any Lessee for which credit has not already been made on account of accrued Rents (other than security deposits collected in the ordinary course of the operation of the Property). Assignor has not received any bona fide and acceptable offer to purchase the property or any part thereof. None of the Lessees have any option to purchase or any right or option of first refusal to purchase all or any portion of the Property. Assignor has not done anything which might prevent Assignee from or limit Assignee in operating under or enforcing any of the provisions hereof.

3. Assignor's Covenants and Agreements.

(a) Performance. Assignor shall observe, perform, and discharge duly and punctually all and singular the obligations, terms, covenants, conditions, and warranties of the Loan Documents referred to therein, and of the Leases, and Assignor shall give prompt notice to Assignee of any failure on the part of Assignor to observe, perform, and discharge the same or of any claim made by any Lessee of any such failure by Assignor.

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(b) Notification to Lessees. Assignor shall notify in writing each and every present or future Lessee or occupant of the Property or of any part thereof that any security deposit or other deposits delivered to Assignor have been retained by Assignor and not delivered to Assignee.

(c) Enforcement. Assignor shall use its best efforts to enforce, short of termination of the Leases, or secure the performance of each and every obligation, term, covenant, condition, and agreement in the Leases to be performed by each Lessee or any guarantor and Assignor shall appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties, or liabilities of Assignor and any Lessee thereunder, and upon written request by Assignee, Assignor will do so in the name and on behalf of Assignee but at the expense of Assignor, and Assignor shall pay all costs and expenses of Assignee, including attorneys fees and disbursements, in any action or proceeding in which Assignee may appear.

(d) Anticipation or Hypothecation of Rents. Assignor shall neither receive nor collect any rents from any present or future Lessee for a period of more than one month in advance (whether in cash or by evidence of indebtedness), nor pledge, transfer, mortgage, or otherwise encumber or assign future payments of Rents; not waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Lessee under any Lease of and from any obligations, covenants, conditions, and agreements to be kept, observed, and performed by such Lessee, including the obligation to pay Rents thereunder, in the manner and at the time and place specified therein.

(e) Modification of Leases. Except in the ordinary course of the operation of the Property, Assignor shall not cancel, terminate, or consent to any surrender of any Lease or commence any action of ejectment or any summary proceedings for dispossession of the Lessee under any Lease or exercise any right of recapture provided in any Lease, nor modify or in any way alter the material terms thereof, nor waive or release the Lessee or any guarantors from any obligations or conditions to be performed by the Lessee or any guarantor without obtaining in each instance the prior written consent of Assignee. Except in the ordinary course of the operation of the Property, Assignor shall not consent to any modification of the express purposes for which the Property has been leased without obtaining in each instance the prior written consent of Assignee.

4. License. Provided that no Default or Event of Default, as those terms are defined in the Loan Agreement, exists Assignor shall have the right under a license granted hereby and Assignee hereby grants to Assignor a license (but limited as provided below) to collect, but not more than one month in advance, all of the Rents arising from or out of the Leases or any renewals or extensions thereof, or from or out of the Property or any part thereof, and Assignor shall receive such Rents and hold the same as well as the right and license to receive such Rents as a trust fund to be applied and Assignor hereby covenants to apply the Rents:

(a) First, to the payment of interest and principal becoming due on the

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Loan;

(b) Second, to the payment of taxes and assessments upon the Property before payment of penalty or interest are due thereon;

(c) Third, to the cost of such insurance, maintenance, and repairs as may be required by the terms of the Mortgage; and

(d) Fourth, in the satisfaction of all obligations under the Leases; all prior to the application by Assignor of the Rents for any other purposes. If any sale and conveyance by Assignor or its successors or assigns of the fee title to the Property is approved by Assignee pursuant to the terms of the Loan Agreement, all right, title, and interest and powers granted under the license granted herein shall be automatically transferred and inure to the benefit of and may be exercised by each such subsequent owner. Upon the occurrence of any Default or Event of Default under the Loan Agreement, Assignee at its option then or thereafter may terminate the license granted to Assignor to collect the Rents and then and thereafter, without taking possession, in Assignee's own name, Assignee may demand, collect, receive, sue for, attach and levy the Rents, and give receipts, releases, and acquittances therefor, and after deducting all necessary and proper costs and expenses of operation and collection, as determined by Assignee, including reasonable attorneys' fees, apply the net proceeds thereof together with any funds of Assignor deposited with Assignee, in reduction or payment of the Obligation in such order of priority as Assignee may, in its sole discretion determine; provided, however, that if no Event of Default under the Loan Agreement shall have occurred and Assignor shall have cured all Defaults to the satisfaction of Assignee, then the license granted in this Paragraph shall be reinstated, subject to termination in accordance with the terms of this Paragraph upon the occurrence of any subsequent Default or Event of Default.

5. Event of Default. Any Event of Default under the Loan Agreement or the Mortgage shall also constitute an Event of Default under this Agreement.

6. Remedies. Upon or at any time after the occurrence of an Event of Default hereunder, Assignee at its option shall have the complete right, power, and authority hereunder then or thereafter to exercise and enforce any or all of the following rights and remedies:

(a) Declare all sums secured hereby immediately due and payable and, at its option, exercise any or all of the rights and remedies contained in the Loan Documents;

(b) Without regard to the adequacy of the security, with or without any action or proceeding, through any person or by any agent, or by a receiver to be appointed by court, and irrespective of Assignor's possession, then or thereafter to enter upon, take possession of, manage, and operate the Property or any part thereof; make, modify, enforce, cancel, or accept surrender of any Lease now in effect or hereafter in effect on the Property or any part thereof; remove and evict any Lessee; increase or decrease Rents under any Lease; decorate, clean, and repair, and

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otherwise do any act or incur any cost or expense which Assignee may deem reasonably necessary to protect the security hereof, as fully and to the same extent as Assignor could do if in possession; and in such event to apply the Rents so collected to the operation and management of the Property and in reduction or payment of the obligation, but in such order of priority as Assignee shall deem proper, and including the payment of reasonable management, brokerage, and attorneys' fees and disbursements and payment of the Obligation and to the establishment and maintenance, without interest, of a reserve for replacement; and

(c) Make any payments or do any acts which Assignor fails to make or do in such manner and to such extent as Assignee may deem appropriate to protect the Property or any Lease, including the right to appear in and defend any action or proceeding purporting to affect the Property or any Lease or the rights or powers of Assignee and also the right to perform and discharge each and every obligation, covenant, and agreement of Assignor contained in any Lease and in exercising any such powers to pay necessary costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees.

7. Exculpation of Assignee. The acceptance by Assignee of this Assignment with all of the rights, powers, privileges, and authority created hereby shall not, prior to entry upon and taking possession of the Property by Assignee, be deemed or construed to constitute Assignee a "mortgagee in possession" nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents, or the Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty, or liability under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any Lessee and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm, or corporation, in or about the Property.

8. No Waiver or Election of Remedies.

(a) Waiver. Neither the collection of the Rents and application as provided for in this Assignment nor the entry upon and taking possession of the Property by Assignee shall be deemed to cure or waive any default or waive, modify, or affect any notice of default under the Loan Documents or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Assignee, once exercised shall continue for so long as Assignee shall elect, notwithstanding that the collection and application of the Rents may have satisfied the amount of the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

(b) Election of Remedies. The failure of Assignee to assert any of the terms, covenants, and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right and nothing herein contained nor anything done or omitted to be done by Assignee pursuant to this Assignment shall be deemed to be an election of remedies, a waiver

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by Assignee of any of its rights and remedies under any other Loan Documents or under the law. The right of Assignee to collect and enforce the payment and performance of the Obligation and to enforce any other security therefor may be exercised by Assignee, either prior to or simultaneously with or subsequent to any action taken hereunder.

9. Appointment of Attorney-in-Fact.

(a) **Rents.** Subject to the license described and limited in Paragraph 4 above, Assignor hereby constitutes and appoints Assignee the true and lawful attorney, coupled with an interest, of Assignor and in the name, place, and stead of Assignor, to demand, sue for, attach, levy, recover, and receive any Rent, as well as any premium or penalty payable upon the exercise by any Lessee under any Lease of a privilege or cancellation originally provided in such Lease, and to give proper receipts, release, and acquittances therefor and after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the Obligation selected by Assignee notwithstanding the fact that such portion of the Obligation may not then be due and payable or that such portion of the Obligation is otherwise adequately secured, and Assignor does hereby authorize and direct any such Lessee to deliver such payment to Assignee in accordance with this Assignment, and Assignor hereby ratifies and confirms all that its attorney, Assignee, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing and such rights, powers, and privileges shall be exclusive in Assignee, its successors and assigns, so long as any part of the Obligation secured hereby remains unpaid and undischarged.

(b) **Leases.** Subject to the license described and limited in Paragraph 4 above, Assignor hereby constitutes and appoints Assignee the true and lawful attorney, coupled with an interest of Assignor and in the name, place, and stead of Assignor, to subject and subordinate at any time and from time to time any Lease or any part thereof to the lien and security interest of the Mortgage or any other mortgage, deed of trust, or security agreement on or to any ground lease of the Property, or to request or require such subordination, where such reservation, option, or authority was reserved to Assignor under any such Lease, or in any case where Assignor otherwise would have the right, power or privilege so to do. The foregoing appointment is irrevocable and continuing and such rights, powers, and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the Obligation secured hereby remains unpaid and undischarged, and Assignor hereby warrants that Assignor has not, at any time prior to the date hereof, exercised any such rights, and Assignor hereby covenants not to exercise any such rights to subject any Lease or any part thereof to the lien and security interest of the Mortgage or any other mortgage, deed of trust, or security agreement or to any ground lease.

10. **Assignor's Indemnities.** Assignor hereby agrees to indemnify and hold Assignee free and harmless from and against any and all liability, loss, cost, damages, or expense which Assignee may incur under or by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases including

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specifically, but without limitation, any claim by any Lessee of credit for Rents paid to and received by Assignor but not delivered to Assignee for any period under any Lease more than one month in advance of the due date thereof, but excluding any liability, loss, cost, damages, or expense to the extent attributable to the gross negligence or willful misconduct of Assignee. In the event Assignee incurs any such liability, loss, cost, damage, or expense, the amount thereof including reasonable attorneys' fees, together with interest thereon at the Alternate Rate provided in the Note, shall be payable by Assignor to Assignee immediately without demand and shall be secured hereby and by all other security for the payment of the Loan including specifically, but without limitation, the lien and security interest of the Mortgage.

11. Delivery of Leases -- Further Acts and Assurances. Until the Obligation secured hereby shall have been paid in full and discharged, Assignor will deliver to Assignee upon demand executed copies of all existing and all other and future Leases of all or any part of the Property, and Assignor hereby covenants and agrees to make, execute, and deliver to Assignee upon demand and at any time or times, any and all further assignments and other documents and instruments which Assignee may deem advisable to carry out the true purposes and intent of this Assignment.

12. No Merger of Estates. So long as the Obligation secured hereby remains unpaid and undischarged and unless Assignee otherwise consents in writing, the fee and the leasehold estates in and to the Property shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates either in Assignor, Assignee, or in any Lessee or in any third party by purchase or otherwise.

13. Continuation -- Termination. Upon payment and discharge in full of the Obligation secured hereby and of all sums payable hereunder, as evidenced by a full release of record of the Mortgage, this Assignment shall terminate.

14. Demand Upon Lessees. Written demand by Assignee delivered to any Lessee for payment of Rents by reason of the occurrence of any Default claimed by Assignee shall be sufficient evidence of each such Lessee's obligation and authority to make all future payments of Rents to Assignee without the necessity for further consent by Assignor. Assignor hereby indemnifies and agrees to hold each Lessee free and harmless from and against all liability, loss, cost, damage, or expense suffered or incurred by such Lessee by reason of its compliance with any demand for payment of Rents made by Assignee contemplated by the preceding sentence.

15. Notices. Except as may otherwise be required by applicable law, all notices, approvals, waivers, consents, demands, requests and declarations given or required to be given by either party hereto to the other party shall be given in writing in accordance with the provisions of the Loan Agreement.

16. Parties Bound. The terms, covenants, conditions, and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective legal representatives, successors, and assigns; all Lessees, and all subtenants and assigns of such Lessees; all subsequent owners of the Property; and all subsequent holders of the Obligation. In this Assignment,

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whenever the context so requires, the masculine shall include the feminine and/or neuter, and the singular number shall include the plural and conversely in each case.

17. Modifications. No provision hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provision so modified or limited and signed by both Assignor and Assignee, nor by course of conduct, usage of trade, or by the law of merchants.

18. Severability. In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

19. Headings. The headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

20. Applicable Law. This Assignment shall be governed and enforced according to the laws of the State of Illinois without reference to the conflicts of laws principles thereof.

21. Loan Agreement Controls. In the event of any conflict between the provisions of this Assignment and the provisions of the Loan Agreement that cannot be reconciled, the provisions of the Loan Agreement shall control.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor as of the day and year first above written.

NORTH & MOBILE, L.L.C.,
A Nebraska Limited Liability Company

By: T. L. Clauff

T. L. CLAUFF, Member

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STATE OF Nebraska
COUNTY OF DeWelle

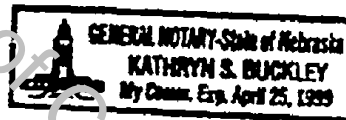
On this 15 day of January, 1997, before me, Kathryn S. Buckley, a Notary Public in and for said state, personally appeared T. L. Clauff, Member of North & Mobile, L.L.C., a Nebraska Limited Liability Company, known to me to be the person who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my name and affixed my notarial seal the day and year last above written.

Kathryn S. Buckley
Notary Public

My Appointment Expires:

4/25/99



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EXHIBIT A

Lots 8, 9, 10, 11 and 12 in Block 45 in A. GALES
SUBDIVISION of the Southeast quarter of Section 31 and
Southwest quarter of Section 32, Township 40 North, Range
13, East of the Third Principal Meridian, in Cook County,
Illinois

COMMONLY KNOWN AS: 13-32-315-029

PIN

6300 West North Avenue
CHGO, IL. 60639

PREPARED BY & MAIL TO:

SHUGHART & ET AL
MICHAEL B. SHTEAMER
120 WEST 12th. ST.

KANSAS CITY, MISSOURI 64105-1929

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