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PREPARED BY:

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- DEPT-01 RECORDING \$41.00
- T#0012 TRAM 3918 02/03/97 15:23:00
- #7867 & CG #-97-076566
- COOK COUNTY RECORDER

Above Space for Recorder's Use Only

4/100

76 41-127-DI (CR)

LOAN NO. 2673
ADDRESS: 71-75 S. LaGrange Road, LaGrange, Illinois
P.I.N.: 18-04-230-019-0000

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, made this 30 day of ^{January} ~~February~~, 1997, by 75 LAGRANGE LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignor") in favor of THE HARVEST LIFE INSURANCE COMPANY, an Ohio corporation ("Assignee");

RECITALS:

A. Assignor executed and delivered its Promissory Note ("Note") of even date herewith, payable to the order of Assignee, in the principal amount of ONE MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,200,000.00) ("Loan"), and, as security therefor, executed and delivered its Mortgage ("Mortgage") of even date herewith, in favor of Assignee, conveying certain land situated in the City of LaGrange, Cook County, Illinois, legally

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January 27, 1997
21723-2 - DSA

BOX 333-CTI

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described on Exhibit "A" attached hereto ("Land") and the improvements situated thereon ("Improvements") (Land and Improvements collectively "Property").

B. Assignor, as landlord, executed certain lease agreements (collectively "Leases") with the occupancy tenants of Property (collectively "Tenants"). Leases are described on Exhibit "B" attached hereto.

C. As additional security for the payment of Loan, interest and all other sums due and owing to Assignee pursuant to "Loan Documents" (as such term is defined in Mortgage) (collectively "Indebtedness"), and the performance of all of the terms, covenants, conditions and agreements contained in Loan Documents, Assignor agreed to assign to Assignee all of its right, title and interest in and to Leases and Future Leases (as hereinafter defined).

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 all future lease agreements which may be executed by Assignor, or their authorized agents, as landlord, with occupancy tenants of Property ("Future Tenants"), at any time hereafter ("Future Leases"), and all rents, income or other sums payable by the provisions of Future Leases ("Future Rents"), it being the intention of Assignor to make and establish an absolute transfer and assignment of Leases, Rents, Future Leases and Future Rents.

2. Agrees that this Assignment is made for the purpose of securing payment of Indebtedness and the performance and discharge of each and every obligation, covenant and agreement required pursuant to Loan Documents.

3. Represents and covenants that:

- (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 same were delivered to Assignee;
- (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 Tenants pursuant to Leases; and

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- (d) no part of Rents have been previously assigned and no part thereof for any period subsequent to the date hereof, except for the current month, have 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) faithfully abide by, perform and discharge each and every obligation, covenant and agreement under any Leases and Future Leases to be performed by the landlord thereunder to preserve Leases and Future Leases in force free from any right of counterclaim, defense or set off;
- (b) enforce or secure the performance of each and every material obligation, covenant, condition and agreement of Leases and Future Leases by the Tenants and Future Tenants to be performed;
- (c) not borrow against, pledge or further assign any Rents or Future Rents;
- (d) not permit the prepayment of any Rents or Future Rents for more than one month in advance nor for more than the next accruing installment of rents, nor anticipate, discount, compromise, forgive or waive any such rents;
- (e) not waive, excuse, condone or in any manner release or discharge Tenants or Future Tenants of or from the obligations, covenants, conditions and agreements to be performed by Tenants or any Future Tenants under the Leases or Future Leases;
- (f) not permit Tenants or any Future Tenants to assign or sublet its interest in any of Leases or Future Leases unless required to do so by the terms of the Leases or Future Leases and then only if such assignment does not work to relieve such tenant of any liability for payment of and performance of its obligations under the Leases or Future Leases;
- (g) not consent to a subordination of the interest of Tenants or Future Tenants to any party other than Assignee;
- (h) not amend or modify Leases or any Future Leases or alter the obligations of the parties thereunder, excepting in the ordinary and prudent course of business with due regard for the security afforded the Assignee by the Leases or Future Leases;

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- (i) not perform any acts and will not execute any instrument which would prevent Assignee from exercising its rights under this Assignment or any other Loan Documents;
- (j) if the remaining term of the Note is more than one (1) year, not enter into, execute, modify, or extend Leases or any Future Leases providing a term (assuming that all renewal options, if any, are exercised) of more than five (5) years unless the leased premises is less than twenty-five percent (25%) of the net rentable area of the building improvements at the Property without the written consent of Assignee which consent shall not be unreasonably withheld;
- (k) not surrender or terminate Leases or any Future Leases providing a term (assuming that all renewal options, if any, are exercised) of more than five (5) years nor shall Assignor surrender or terminate in any single twelve-month period more than twenty-five percent (25%) of the aggregate total net rentable area of the Property without the written consent of Assignee.
- (l) cause all Tenants or Future Tenants to execute an appropriate subordination or attornment agreement as required by the Assignee and Leases or Future Leases at the election of the Mortgagee, will be either superior or subordinate to the lien of the Mortgage;
- (m) to the extent required by the Assignee, cause Tenants or Future Tenants to execute an estoppel certificate and acknowledge receipt of a notice of the assignment of its lease, all satisfactory in form and content to the Assignee; and
- (n) at Assignee's request, execute and deliver all such further assurances and assignments as Assignee shall, from time to time, require with respect to Leases and Future Leases.

5. Agrees that this Assignment is absolute and is effective immediately, PROVIDED HOWEVER, that Assignor shall have the right, so long as no "Default" (as such term is defined in Mortgage) shall exist, to collect Rents and Future Rents, when due but not prior thereto, and retain, use and enjoy the same.

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

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- (a) take possession of Property 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 Property, 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; and
- (c) apply Rents and Future Rents to the payment of: (i) all costs and expenses incurred in managing Property (including, but not limited to, the salaries, fees and wages of the managing agent thereof and other employees of Assignor which shall be in accordance with standard industry practices); (ii) all expenses of operating and maintaining Property (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 Property; (iv) all expenses incident to the taking and retaining of possession thereof; and (v) Indebtedness and all costs, expenses and reasonable 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 Property following the occurrence of a Default or by reason of any other act or omission of Assignee in managing the same following a Default, other than any loss or damage which may be incurred by Assignor by reason of Assignee's negligent or willful or wanton acts or omissions or acts and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Leases and Future Leases; or
- (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, with respect thereto, 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

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Assignor pursuant hereto or pursuant to Leases and Future Leases, PROVIDED THAT such indemnification shall not include any liability, loss or damage which may be incurred by Assignee by reason of its negligent or willful or wanton acts or omissions and deeds following the exercise of Assignee's rights pursuant hereto or pursuant to Leases and Future Leases.

If Assignee incurs any liability pursuant to this Assignment of Leases and Rents 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 but exclusive of any costs, expenses and reasonable 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 other Loan Documents and Assignor shall reimburse Assignee therefor, within thirty (30) days after receipt of and in the event of the failure of Assignor so to do, Assignee may, at its option, upon written notice to Assignor, 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 Property 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 Property by Tenants, Future Tenants or any other party;
- (b) dangerous or defective condition of Property; or
- (c) negligence in the management, upkeep, repair or control of Property resulting in loss, injury or death to any Tenants, Future Tenants, licensee, employee or stranger.

9. Agrees that any affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee, made in good faith, setting forth that any part of Indebtedness remains unpaid, shall be and constitute 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 Property, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of Loan Documents and that a 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 security given for the payment of Indebtedness, release any party primarily or secondarily liable therefor and apply any other

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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 permitted subleases and permitted assignments thereof and all extensions or renewals of Leases, Future Leases and subleases thereof.

12. Agrees that:

- (a) 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;
- (b) this Assignment is made without prejudice to any of the rights and remedies possessed by Assignee thereunder; and
- (c) 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. Agrees that any notice, consent or other communication to be given hereunder shall be in writing and shall be served either personally (by a same-day courier service) or by a nationally recognized "overnight" courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage paid, return receipt requested (which shall be deemed received three (3) business days following the postmark date thereof), to Assignee and Assignor as follows:

If to Assignee:

Attention: c/o Great Northern Insured Annuity Corporation, Mortgage Loan Department, P.O. Box 490, Seattle, Washington 98111-0490.

If to Assignor:

c/o Midwest Property Group
133 E. Ogden Avenue, #202
Hinsdale, Illinois 60521

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

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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 and its successors, assigns, grantees and legal representatives.

16. Upon the payment in full of Indebtedness and provided Assignor has no continuing obligations pursuant to Loan Documents, this Assignment shall be null and void and an appropriate instrument of reconveyance or release shall be promptly made by Assignee to Assignor, at Assignor's expense.

17. Indebtedness is a non-recourse obligation of Assignor. It is expressly understood that nothing herein or in other Loan Documents contained shall be construed as establishing any personal liability on Assignor, its agents or employees, to pay Indebtedness or to perform any of the conditions herein contained, all such personal liability being expressly waived by Assignee; Assignee's only recourse against Assignor being against Property and other property given as security for the payment of Indebtedness, in the manner herein, in other Loan Documents and by law provided. NOTWITHSTANDING THE FOREGOING, nothing contained herein or in other Loan Documents shall be deemed to have released Assignor from the limited liability imposed upon Assignor pursuant to the terms of the Note or the "Indemnity" (as such term is defined in Note).

IN WITNESS WHEREOF, Assignor has executed this Assignment of Leases and Rents on the day and year first above written.

75 LaGRANGE LIMITED PARTNERSHIP, an
Illinois limited partnership

By: 75 LaGrange, Ltd., an Illinois corporation,
its General Partner

By: 
Title: MANAGING PARTNER

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STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that James J. Jones, personally known to me to be the President of 75 LAGRANGE, LTD., an Illinois corporation, the General Partner of 75 LAGRANGE LIMITED PARTNERSHIP, an Illinois limited partnership ("Partnership"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of Partnership, for the uses and purposes therein set forth.

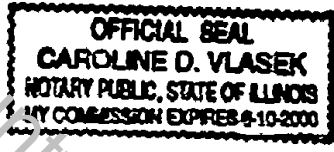
Given under my hand and Notarial Seal this 30 day of January, 1997.

Caroline D. Vlasek
Notary Public

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My commission expires:

6-10-2000



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EXHIBIT "A"

LEGAL DESCRIPTION

THE NORTH ½ OF LOT 18 AND ALL OF LOTS 19 AND 20 AND THE SOUTH ½ OF LOT 21 IN BLOCK 3 IN LETTER'S ADDITION TO LAGRANGE IN THE NORTHEAST ¼ OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 71-75 S. LaGrange Road, LaGrange, Illinois

P.I.N.: 18-04-220-019-0000

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EXHIBIT "B"

LEASES

<u>LESSEE</u>	<u>LEASE DATE</u>	<u>INITIAL LEASE TERM</u>
Hollywood Entertainment Corporation	September, 1995	10 years
Mark Ventures, Inc.	March 20, 1996	7 years

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