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Cook County Recorder 45.50



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This instrument prepared by and after recording should be returned to:

Fagel & Haber
140 S. Dearborn Street
Suite 1400
Chicago, Illinois 60603
Attention: Victor A. Des Laurier, Esq.

PINS: 12-13-203-023
12-13-203-024
12-13-203-025
12-13-202-013
12-13-202-014
12-13-202-019

Common Address: 7401 W. Lawrence Avenue
Harwood Heights, IL 60656

AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LESSOR'S INTEREST IN LEASES

This Amended and Restated Assignment of Rents and Lessor's Interest in Leases (this "Assignment") is executed and delivered this 3rd day of February, 1999, by Breuer Electric Mfg. Co., doing business as Breuer/ Tornado Corporation, an Illinois corporation ("Breuer"), to American National Bank and Trust Company of Chicago, a national banking association (the "Bank").

I. BACKGROUND

A. Prior hereto, the Bank provided certain loans, extensions of credit and other financial accommodations (the "Financial Accommodations") to Breuer pursuant to, among other things, that certain Loan and Security Agreement dated February 7, 1994, by and between Breuer and the Bank, as successor in interest to NBD Bank, as amended from time to time, and the other documents, agreements and instruments referenced in the foregoing or executed and delivered pursuant thereto. The Financial Accommodations are secured by, among other things, that certain Assignment of Real Estate Leases and Rentals dated February 7, 1994, executed and delivered by Breuer to NBD Bank, and recorded with the Cook County, Illinois Recorder's Office on February 18, 1994, as document number 94171817, which encumbers the real property legally described on Exhibit "A" attached hereto (the "Original Assignment"), and was assigned by NBD Bank to the Bank pursuant to that certain Assignment of Mortgage Documents dated January 25, 1999, executed and delivered by NBD Bank to the Bank and recorded with the Cook County, Illinois Recorder's Office on February 3rd, 1999, as document number 99114091.

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B. Breuer has requested that the Bank provide certain extensions of credit, loans and other financial accommodations to Breuer (collectively the "Financial Accommodations") pursuant to that certain Loan and Security Agreement of even date herewith by and between Breuer and the Bank (as amended, renewed, restated or otherwise modified from time to time, the "Loan Agreement"), and the other documents, instruments and agreements referenced therein or executed and delivered pursuant thereto (collectively the "Loan Documents"), including, without limitation, the following documents, each of which is dated of even date herewith and is executed and delivered by Breuer to the Bank: (1) that certain Revolving Note in a maximum aggregate principal amount not to exceed Four Million Five Hundred Thousand and no/100 Dollars (\$4,500,000.00) (as amended, renewed, restated or replaced from time to time, the "Revolving Note"), (2) that certain Term Note A in the principal amount of Two Million Five Hundred Thirty-Three Thousand and no/100 Dollars (\$2,533,000.00) (as amended, renewed, restated or replaced from time to time, "Term Note A"), (3) that certain Term Note B in the principal amount of Four Hundred Seventy-Four Thousand and no/100 Dollars (\$474,000.00) (as amended, renewed, restated or replaced from time to time, "Term Note B"), (4) that certain Term Note C in the principal amount of One Million Seven Hundred Fifty Thousand and no/100 Dollars (\$1,750,000.00) (as amended, renewed, restated or replaced from time to time, "Term Note C"), and (5) that certain Amended and Restated Mortgage and Security Agreement (as amended, renewed, restated or replaced from time to time, the "Mortgage").

C. Pursuant to the Loan Agreement, Breuer is required to amend and restate the Original Assignment as set forth in this Assignment.

D. In consideration of the foregoing, the mutual promises and understandings of the parties hereto set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Breuer hereby covenants unto and agrees with the Bank as set forth in this Assignment.

II. ASSIGNMENT

A. To secure the full and timely payment and performance by Breuer of the "Liabilities" and the "Covenants" (both as defined in the Mortgage), including, without limitation, the Liabilities evidenced by or referenced in the Loan Agreement, the Revolving Note, Term Note A, Term Note B and Term Note C, Breuer hereby reaffirms and restates the assignment and conveyance granted by Breuer to the Bank in and to the "Leases" (hereinafter defined) and "Income" (hereinafter defined) pursuant to the Original Assignment, and hereby further grants, conveys, transfers and assigns to the Bank:

1. all leases demising and leasing all or any part of the premises legally described on Exhibit "A" (the "Premises") attached hereto, any contract for the sale of all or any part of the Premises, or any other agreement for the use, sale or occupancy of all or any part of the Premises, whether heretofore, now or hereafter executed by Breuer and

any renewals, extensions, modifications, amendments or substitutions thereto (collectively the "Leases"); and

2. all rents, issues, deposits, income and profits now due or which may hereafter become due under or by virtue of the Leases, or any letting or demise of, or any agreement for the use, sale or occupancy of the Premises or any part thereof and all the avails thereof, now existing or hereafter made or agreed to or which may be made or agreed to under the powers herein granted, together with all rights against guarantors, if any, of the obligations of the lessees under the Leases (collectively the "Income").

B. Breuer hereby irrevocably appoints the Bank as its true and lawful attorney-in-fact to:

1. rent, lease, let or sell all or any part of the Premises to any party or parties at such price and upon such terms as the Bank may determine; and

2. collect, sue for, settle and compromise all of the rents, issues, deposits, contracts for sale, income and profits now due or which may at any time hereafter become due, with the same rights and powers and subject to the same immunities, exoneration of liability, rights of recourse and indemnity as the Bank would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

III. REPRESENTATIONS, WARRANTIES AND COVENANTS

Breuer represents, warrants and covenants unto the Bank as follows:

A. The Leases and the Income are freely assignable by Breuer to the Bank, and Breuer has full power and authority to make the assignment provided for herein;

B. All Income due under the Leases has been fully and timely paid, and, except for those security deposits listed on Exhibit "B", Breuer is currently not in possession of any pre-paid Income;

C. None of the Income for any part of the Premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Breuer;

D. Breuer is the sole owner of the entire interest in any currently existing Leases, and the Leases are valid and enforceable in accordance with their terms and have not been altered, modified or amended in any manner whatsoever;

E. There are no claims or causes of action in connection with the Leases which Breuer may have or which any party may have against Breuer;

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F. Breuer has not, and will not at any time hereafter, assign or pledge to any person or entity, other than the Bank, any or all of the Leases or the Income;

G. The only Leases in effect with respect to the Premises are listed on Exhibit "C" attached hereto, full, correct and complete copies of which, including all amendments, have been delivered to the Bank;

H. No defaults by Breuer or any lessee exist under the Leases and there exists no fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases. Breuer will promptly provide the Bank with copies of any notices of default sent or received by Breuer in connection with the Leases; and

I. Breuer shall:

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1. observe and perform all the obligations imposed upon Breuer, as lessor, under the Leases and not do or permit to be done anything to impair the security thereof;
2. not consent to the assignment or subletting of the Premises without the prior written consent of the Bank;
3. not collect any of the income in advance of the time when the same shall become due;
4. not alter, modify or change the terms of the Leases or any guarantees thereof, cancel or terminate the Leases or any guarantees thereof or accept a surrender thereof without the prior written consent of the Bank; and
5. deliver to the Bank all original Leases, including, but not limited to, all original Leases executed after the date hereof.

IV. WAIVERS

A. Breuer hereby waives any right of set-off against any person in possession of all or any part of the Premises. Nothing herein contained shall be construed as constituting the Bank a "trustee in possession" or a "mortgagee in possession" in the absence of the taking of actual physical possession of the Premises by the Bank pursuant to the provisions hereinafter contained.

B. Breuer hereby waives any claim, cause of action or right of setoff against the Bank, its officers, directors, employees and agents for any loss sustained by Breuer resulting from the Bank's failure to let the Premises after an "Event of Default" (hereinafter defined) or from any other act or omission of the Bank in managing the Premises, nor shall the Bank be obligated to perform or discharge, nor does the Bank hereby undertake to perform or discharge, any obligation, duty, or liability under the Leases created or incurred by Breuer prior to the time

the Bank takes possession of the Premises (the "Pre-existing Obligations"). Breuer shall, and does hereby agree to indemnify the Bank for, and hold the Bank harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against the Bank by reason of any alleged obligations or undertakings on the Bank's part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, including, but not limited to, any Pre-existing Obligations. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon the Bank, nor for the carrying out of any of the terms and conditions of the Leases prior to the time the Bank may take possession, nor shall it operate to make the Bank responsible or liable for any waste committed on the Premises by any lessee or any other persons or entities or for any dangerous or defective conditions of the Premises.

C. If the Bank incurs any liability for any Pre-existing Obligations under the Leases or under or by reason of this Assignment or in the good faith defense of any claims or demands relative to any Pre-existing Obligations, the amount thereof, including, but not limited to, costs, expenses, and attorneys' fees, shall be secured hereby and by the Loan Documents, and shall be due and payable from Breuer to the Bank on demand with interest thereon at the "Default Rate" set forth and defined in the Loan Agreement.

V. FUTURE LEASES

A. Breuer shall cause each lessee, whether now existing or hereafter arising, to execute and deliver to the Bank a Tenant Estoppel Certificate and Subordination Agreement, in form and substance acceptable to the Bank.

B. Breuer shall assign and transfer to the Bank all future Leases upon all or any part of the Premises and shall execute and deliver, immediately upon the request of the Bank, all such further assurances and assignments in the Premises as the Bank shall from time to time require.

VI. EVENT OF DEFAULT

An "Event of Default" means the occurrence of (a) a breach, default or event of default under this Assignment, or (b) an "Event of Default" as defined in Mortgage.

VII. ENFORCEMENT OF THIS ASSIGNMENT

A. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that the Bank shall not exercise any of the rights and powers conferred upon it under Section II hereunder until the occurrence of an Event of Default.

B. The Bank, without in anyway waiving an Event of Default, and without the institution of legal proceedings of any kind whatsoever, may, at its option, either in person, by

agent or by a receiver appointed by a court, take possession of the Premises and have, hold, manage, lease, sell and operate the same on such terms and for such period of time as the Bank may deem proper and either with or without taking possession of the Premises in its own name, sue for or otherwise collect and receive the Income and enforce the Leases, including, but not limited to, Income past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof and to apply such Income as the Bank may determine in its sole discretion, including, but not limited to, the payment of:

1. all expenses of managing the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents, any other liens and premiums for all insurance which the Bank may deem necessary or desirable, and the costs of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and retaining possession of the Premises;

2. the principal sum, interest and any other indebtedness owed to the Bank by Breuer, together with all costs and attorneys' fees in such order of priority as to any of the items mentioned in this paragraph as the Bank, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding;

3. taxes and special assessments now due or which may hereafter become due on the Premises; and

4. all repairs, decorating, renewals, replacements, alterations, additions, betterments or improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of the Bank, make it readily rentable or saleable.

C. The exercise by the Bank of its rights provided herein and the collection of the Income and the application thereof as herein provided shall not be considered a waiver of any breach, default or Event of Default by Breuer under the Loan Documents.

D. Breuer agrees that the Bank shall have full power to use such measures, legal or equitable, in its sole discretion or in the discretion of its successors, divisions, parents, affiliates, parents or assigns, as may be deemed proper or necessary to enforce the payment of the Income in connection with the Premises, including, but not limited to, actions for the recovery of rent, actions in forcible detainer and actions in distress of rent. This Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. Breuer hereby grants to the Bank full power and authority to exercise each and every of the rights, privileges, and powers herein granted at any and all times hereafter, without notice to Breuer, and with full power, to the extent permitted by law, to cancel or terminate any of the Leases for any cause or on any ground, to elect to disaffirm any of the hereafter executed Leases or the Leases subordinated to the lien of the Mortgage, to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements

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to the Premises, to insure and reinsure the same for all risks incidental to the Bank's possession, operation and management thereof, and to receive all Income.

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E. Breuer agrees that the Bank may take or release other security for the payment of the Liabilities, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of such Liabilities without prejudice to any of its rights under this Assignment.

F. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Breuer. Breuer hereby irrevocably appoints the Bank to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

G. Any amounts received by Breuer or their agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases and any amounts received by Breuer as Income, shall be held in trust by Breuer and immediately remitted to the Bank. Any person acquiring or receiving all or any part of such funds shall acquire or receive the same in trust for the Bank as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

VIII. DIRECTION TO LESSEES

Breuer hereby authorizes and directs any and all lessees or occupants of the Premises to pay over to the Bank all Income after the occurrence of an Event of Default and to continue to do so until otherwise notified by the Bank.

IX. OTHER

A. This Assignment shall be binding upon Breuer and its successors, and permitted assigns, if any, and any party or parties holding title to the Premises by, through, or under Breuer. All of the rights, powers, privileges, and immunities herein granted and assigned to the Bank shall also inure to its successors, divisions, nominees, parents, subsidiaries, affiliates and assigns.

B. It is expressly understood that no judgment which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all Liabilities and Covenants of Breuer now or hereafter owing to the Bank. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale.

C. The relationship between Breuer and the Bank is solely that of secured creditor and debtor, and nothing contained herein or in any of the Loan Documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than secured creditor and debtor.

D. If any provision of this Assignment is held to be invalid or unenforceable by a Court of competent jurisdiction, such provision shall be severed herefrom and such invalidity or unenforceability shall not affect any other provision of this Assignment, the balance of which shall remain in and have its intended full force and effect. However, if such invalid or unenforceable provision may be modified so as to be valid and enforceable as a matter of law, such provision shall be deemed to have been modified so as to be valid and enforceable to the maximum extent permitted by law.

E. The Exhibits referred to herein are attached hereto, made a part hereof and incorporated herein by this reference thereto.

F. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original.

G. BREUER AND THE BANK EACH HEREBY ABSOLUTELY AND UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER OR RELATED TO THIS ASSIGNMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED AND DELIVERED BY BREUER TO THE BANK.

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IN WITNESS WHEREOF, the undersigned have executed this instrument as of the date first written above.

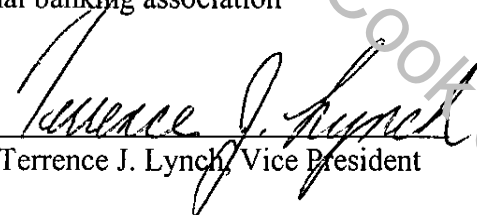
**BREUER ELECTRIC MFG. CO.,
doing business as Breuer/Tornado
Corporation, an Illinois corporation**

99114093

By: 
Michael D. Schaffer, Vice President

Accepted this 3rd day of
February, 1999.

**AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO**
a national banking association

By: 
Terrence J. Lynch, Vice President

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) S.S.
COUNTY OF COOK)

99114093

I, Adrienne L. Kielmar, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael D. Schaffer, who is personally known to me to be the Vice President of Breuer Electric Mfg. Co., and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of February, 1999.



Adrienne L. Kielmar
Notary Public

My commission expires:

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EXHIBIT "A"

PARCEL 1: LOTS 6, 7 AND THE NORTH HALF OF LOT 8 IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, A SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

PARCEL 2: LOTS 13 AND 14 IN BLOCK 1 AND THAT PART OF LOTS 15 TO 18 IN SAID BLOCK 1, LYING NORTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 15, WHICH IS 47.80 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 15 TO A POINT IN THE WEST LINE OF SAID LOT 18, WHICH IS 42.60 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 18, TOGETHER WITH THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 1 LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 14 AND THE SOUTH LINE OF SAID LOT 14, EXTENDED EAST TO THE EAST LINE OF SAID BLOCK 1 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 15 TO 18 AND THAT PART OF THE VACATED NORTH AND SOUTH PUBLIC ALLEY IN SAID BLOCK 1, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 13 AND 14 AFORESAID ALL IN LAWRENCE LAWN'S ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER AND OF THE NORTH HALF OF THE WEST 10 ACRES OF THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 12-13-203-023
12-13-203-024
12-13-203-025
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COMMON ADDRESS: 7401 W. Lawrence Avenue, Harwood Heights, Illinois 60656

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EXHIBIT "B"

SECURITY DEPOSITS

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None.

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EXHIBIT "C"

LEASES

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None.

Doc ID: 102070-1

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