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This Instrument prepared /
by and after recording /
return to: /
Cary W. Bell /
American National Bank /
Division 251 /
120 S. LaSalle Street /
Chicago, IL 60603 /

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4374/0248 03 001 Page 1 of 10
1999-04-14 14:42:58
Cook County Recorder 39.00

39.

AMERICAN NATIONAL BANK
AND TRUST COMPANY OF CHICAGO

20
BANK

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is effective this 5th day of November, 1998, by and between ^{and not personally} ~~Cosmopolitan Bank and Trust, successor to First Bank of Oak Park, as Trustee under Trust Agreement dated June 21, 1972 and known as Trust No. 9798, an Illinois land trust (hereinafter referred to as "Assignor") and American National Bank and Trust Company of Chicago, a National Banking Association (hereinafter referred to as "Assignee").~~

WITNESSETH

WHEREAS, Hugh Plunkett, Jr. has executed a full Guaranty bearing even date herewith in favor of Assignee, ("Guaranty No. 1"), said Guaranty being incorporated herein, and the terms and conditions of said Guaranty being made a part hereof by reference; and

WHEREAS, Jamie Plunkett has executed a limited Guaranty bearing even date herewith in the amount of Nine Hundred Twenty-Five Thousand and 00/100 Dollars (\$925,000.00) in favor of Assignee ("Guaranty No. 2"), said Guaranty being incorporated herein, and the terms and conditions of said Guaranty being made a part hereof by reference; and

WHEREAS, Mark Plunkett has executed a limited Guaranty bearing even date herewith in the amount of Nine Hundred Twenty-Five Thousand and 00/100 Dollars (\$925,000.00) in favor of Assignee ("Guaranty No. 3"), said Guaranty being incorporated herein, and the terms and conditions of said Guaranty being made a part hereof by reference; and

WHEREAS, John R. Plunkett has executed a limited Guaranty bearing even date herewith in the amount of Nine Hundred Twenty-Five Thousand and 00/100 Dollars

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BOX 333-CTI

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DATE: 1/20/2023

TIME: 10:00 AM

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(\$925,000.00) in favor of Assignee ("Guaranty No. 4"), said Guaranty being incorporated herein, and the terms and conditions of said Guaranty being made a part hereof by reference; and

WHEREAS, Hugh P. Plunkett, III has executed a limited Guaranty bearing even date herewith in the amount of Nine Hundred Twenty-Five Thousand and 00/100 Dollars (\$925,000.00) in favor of Assignee ("Guaranty No. 5"), said Guaranty being incorporated herein, and the terms and conditions of said Guaranty being made a part hereof by reference; and

WHEREAS, Hugh Plunkett, Jr., Jamie Plunkett, Mark Plunkett, John R. Plunkett, and Hugh P. Plunkett, III are hereinafter sometimes collectively referred to as "Guarantor"; and

WHEREAS, Guaranty No. 1, Guaranty No. 2, Guaranty No. 3, Guaranty No. 4 and Guaranty No. 5 are hereinafter sometimes collectively referred to as the "Guaranty" and/or "Indebtedness"; and Now Therefore,

I. ASSIGNOR, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, transfers, sets over, conveys and assigns to Assignee all right, title, and interest of the Assignor in, to and under any and all leases and subleases together with any and all future leases hereinafter entered into by Assignor (collectively the "Leases") affecting the subject property commonly known as 955 East Rand Road, Arlington Heights, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof and all guaranties, amendments, extensions, and receivables of said Leases and all rents, income, and profits which may now or hereafter be or become due and owing under the Leases or on account of the use of the subject property.

II. THIS ASSIGNMENT is given to secure:

A. The payment of those certain Guaranties referenced hereinabove, including any amendments, modifications, extensions or renewals thereof, including all other present and future Indebtedness as defined in the Guaranty, but not to exceed the principal sum of \$1,150,000.00, and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith made by the Assignor encumbering the subject property; and

Said Guaranty is given in support of a Promissory Note bearing even date herewith in the amount of THREE MILLION FIVE HUNDRED THOUSAND AND 00/100 DOLLARS (\$3,500,000.00) made by **Plunkett Furniture Co.**, an Illinois corporation, said note made payable to the order of the Assignee (hereinafter referred to as the "Note"), and any amendments, modifications, extensions, renewals, or replacements thereof; and

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B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Guaranty; and

C. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Guaranty, Mortgage and any other instrument constituting security for the Guaranty.

III. ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS AND WARRANTS THAT:

A. The sole ownership of the Leases is vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

B. The Leases listed on the Schedule of Leases (if one is attached hereto) attached hereto as Exhibit "B" and expressly made a part hereof are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, canceled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

C. There are no leases of the subject property except those listed on the Schedule of Leases (if one is attached hereto).

D. None of the Leases shall be materially altered, modified, amended, terminated, canceled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.

E. There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

F. Assignor shall give prompt notice to Assignee of any notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the Assignor, together with a complete copy of any such notice.

G. Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

H. Assignor will not permit any Lease to come before the Mortgage and shall subordinate all leases to the lien of the Mortgage.

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IV. RIGHTS AND REMEDIES UPON DEFAULT

A. This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that a default has occurred, and has not been cured, under the terms and conditions of the Guaranty or any other instrument constituting additional security for the Guaranty (which notice is hereafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

B. In the event of any default at any time in the Guaranty, Mortgage or any other instrument constituting additional security for the Guaranty, Assignee may, at its option after service of a written Notice, receive and collect all such rents, income and profits as they become due, from the subject property and under any and all Leases of all or any part of the subject property. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

C. Assignor hereby irrevocably appoints Assignee its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject property, and at Assignee's discretion to file any claim to take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the subject property are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing.

D. From and after service of the Notice of any default, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designees to enter upon the subject property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the subject property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of the Notice of any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the subject property and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the subject property or of making the same rentable, attorney's fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Guaranty and the Mortgage, all in such order as Assignee may determine according to provisions of the Security Documents executed herewith.

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Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the Assignor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the subject property, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the subject property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the subject property or for any negligence in the management, upkeep, repair or control of the subject property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

V. CUMULATIVE RIGHTS

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Assignee shall have under the Guaranty or any other instrument constituting security for the Guaranty, or at law or in equity:

VI. SEVERABILITY

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

VII. NOTICE

All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties hereto as delineated below, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

Assignor: Cosmopolitan Bank and Trust

Attn: _____

With Copy To:

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Assignee: American National Bank and
Trust Company of Chicago
120 South LaSalle Street
Chicago, IL 60603

VIII. SUCCESSORS & ASSIGNS

The term "Assignor" and "Assignee", shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

IX. MODIFICATIONS

This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

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IN WITNESS WHEREOF, the said Assignor has caused this instrument to be effective as of the date first above written.

COSMOPOLITAN BANK AND TRUST, SOLELY AS TRUSTEE AS AFORESAID, AND NOT PERSONALLY, under trust no. 9798 dated June 21, 1972.

By: [Signature] _____

Its: Vice President & Trust Officer

Attest: [Signature] _____

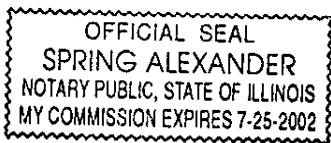
Its: Trust Officer



STATE OF ILLINOIS }
 } SS
COUNTY OF Cook }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Gerald A. Wiel and Todd W. Corbell, as Vice President & Trust Officer and Trust Officer of Cosmopolitan Bank and Trust, not personally but solely as Trustee under Trust Agreement dated June 21, 1972, and known as Trust No. 9798, appeared before me this day in person and severally acknowledged that as such Vice President & Trust Officer they signed and delivered the said instrument as Vice President & Trust Officer and Trust Officer of said Corporation pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 22nd day of February, 19 99.



Spring Alexander
Notary Public

My Commission Expires: 07/25 2002

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10/10/2020

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EXHIBIT "A"
TO
ASSIGNMENT OF RENTS AND LEASES
DATED NOVEMBER 5, 1998

LEGAL DESCRIPTION:

LOTS 72, 73 AND 74 IN C.A. GOELZ'S ARLINGTON HEIGHTS GARDENS, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 11, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 955 East Rand Road
Arlington Heights, Illinois

PIN NUMBER(S): 03-20-209-006
03-20-209-007
03-20-209-008

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EXHIBIT "C"
TO
ASSIGNMENT OF RENTS AND LEASES
DATED NOVEMBER 5, 1998

JOINDER OF BENEFICIARY

The undersigned, being the owner of 100 percent of the beneficial interest in and being the sole beneficiary of the Trust which is the Assignor under the foregoing Assignment, hereby consents to and joins in the terms and conditions of the foregoing Assignment, intending hereby to bind any interest he or his successors or assigns may have in the premises described in the foregoing Assignment, as fully and with the same effect as if the undersigned were named as the Assignor in the said Assignment solely for the purposes therein set forth.

Dated: November 5, 1998

X _____
Dorothy Plunkett, Individually

X _____
Hugh Plunkett, Jr., Individually

X _____
Mary Plunkett Madden, Individually

STATE OF ILLINOIS)
)SS.
COUNTY OF _____)

This instrument was acknowledged before me on November _____, 1998 by Dorothy Plunkett, Hugh Plunkett, Jr. and Mary Plunkett Madden, sole beneficiaries of the land trust which is the Assignor under the Assignment attached hereto.

Notary Public

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