

ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not individually or personally, but solely as Trustee ("Trustee") under Trust Agreement dated January 26, 1987 and known as Trust No. 101210-02 (the "Trust"), and the sole beneficiary under the Trust, MICHAEL S. LAZAR ("Beneficiary") (Trustee and Beneficiary are herein sometimes together called the "Assignor"), hereby sell, assign, transfer and set over unto CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, its successors and assigns ("Secured Party"), all of the rents, issues, profits and income whatsoever arising from or which may be had under any leases or tenancies now existing or which may be hereafter created (and under any extensions or renewals thereof) on the real estate situated in the County of Cook, State of Illinois, described in Exhibit A attached hereto and by this reference made a part hereof, and the buildings and improvements now or hereafter located thereon; said real estate, buildings and improvements being hereinafter referred to as the "Premises", as additional collateral security for:

(a) (i) the payment of the indebtedness secured by a certain Mortgage, Assignment of Rents and Security Agreement of even date herewith from Assignor to Secured Party (said document, as the same may hereafter be amended, modified or supplemented, is hereinafter called the "Mortgage"), including without limitation, the indebtedness now or hereafter evidenced by the Note (as defined in the Mortgage) in the principal amount of Four Hundred Fifty Thousand Dollars (\$450,000), and (ii) the payment and performance of all of the covenants, warranties, representations, terms and conditions of the Mortgage; and

(b) the payment and performance by Assignor of all of the covenants, warranties, representations, terms and conditions of the other documents and instruments securing the indebtedness evidenced by the Note (the "Loan Documents").

Assignor will observe and perform all covenants, conditions and agreements in any lease now or hereafter affecting any portion of the Premises or in any assignment to Secured Party of any such lease on the part of Assignor or the landlord to be observed and performed thereunder. Assignor will not, without the prior written consent of Secured Party, (a) accept any payment of rent or installments of rent (other than security deposits not to exceed the amount of one (1) month's rent) for more than one (1) month in advance or (b) take any action or exercise any right or option which would permit the tenant under any lease of any part of the Premises to cancel or terminate said lease. As used in this Assignment of Rents and Leases (this "Assignment") the terms

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

John A. Goldstein, Esq.
Katten, Muchin, Zavis, Pearl,
Greenberger & Galler
525 West Monroe Street
Suite 1600
Chicago, Illinois 60606-3693

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"lease" and "leases" shall include, without limitation, all agreements for the management, maintenance, or operation of any part of the Premises.

It is agreed that the Assignor shall be entitled to collect and retain the rents, issues and profits of and from the Premises or any part thereof unless and until the occurrence of a default or an Event of Default under the Mortgage or the Note, or there shall be a default in the performance or observance of any of the other covenants, warranties, representations, terms and conditions of any of the Loan Documents other than this Assignment which shall continue beyond any grace or cure period, or there shall be a failure to perform or observe any covenant, warranty, term or condition hereof (each of the foregoing being deemed a "Default" hereunder). In the event of such Default, Secured Party shall be entitled forthwith without any notice whatsoever to Assignor to take possession and control of the Premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the Premises, and to do all acts relating to such management, including, but not limited to, negotiation of new leases thereon, making adjustments of existing leases, contracting and paying for such repairs and replacements to the buildings and features, equipment and personal property located thereon and used in any way in the operation, use and occupancy of the Premises as in the sole judgment and discretion of Secured Party may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Secured Party may be necessary to maintain a proper rental income from the Premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying all other necessary expenses incurred in the operation of the Premises, maintaining adequate insurance coverage over hazards customarily insured against and paying the premiums therefor and applying the net rents, issues, profits and income so collected from the Premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Secured Party, in connection with the operation of the Premises, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Note, the Mortgage and the Loan Documents (or any of them).

In the event of a Default, Assignor agrees to endorse and deliver to Secured Party all then existing leases covering the Premises or any part thereof. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said leases to Secured Party, as aforesaid, this Assignment shall be deemed to be an assignment of all such leases to Secured Party. The provisions hereof shall not limit the effect of any assignments of particular leases in fact given to Secured Party by Assignor.

Assignor irrevocably directs that the lessees under the leases, upon demand and notice from Secured Party of Assignor's Default, pay said rents and other amounts due under the leases to Secured Party without liability of said lessees for the determination of the actual existence of any default claimed by

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Secured Party. Assignor hereby authorizes Secured Party to give notice in writing of this Assignment at any time to any lessee under the leases. Assignor hereby irrevocably authorizes and directs said lessees, upon receipt of any notice from Secured Party stating that a Default exists and that payments are due under, or performance of certain obligations are required pursuant to any of the terms, covenants, or condition of the Loan Documents, to pay to Secured Party the rents and other amounts due and to become due under the leases or to perform such obligations as requested by Secured Party.

It is further understood that this assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Secured Party, nor for the performance of any of the terms and conditions of any leases assigned hereunder, nor shall it operate to make Secured Party responsible or liable for any waste committed on the Premises by the tenants or any other party or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury to any tenant, invitee, licensee, employee or stranger.

The acceptance of this Assignment and the collection of the rents hereby assigned in the event of a Default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of Secured Party of any of Secured Party's rights or remedies under the terms and conditions of the Note, the Mortgage or the Loan Documents, at law or in equity, or otherwise.

Assignor hereby assigns to Secured Party (i) any award or other payment which Assignor may hereafter become entitled to receive with respect to a lease on any part of the Premises as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under such lease and (ii) any and all payments made by or on behalf of any tenant of any part of the Premises in lieu of rent. Assignor hereby irrevocably appoints Secured Party as its attorney-in-fact to appear in any such proceeding and/or to collect any such award or payment.

Secured Party may, at its option, notify any tenants or other parties of the existence of this Assignment.

The remedies of Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Secured Party so long as any obligation under the Note, the Mortgage or the Loan Documents remains unsatisfied.

This Assignment was executed and delivered in, and shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Assignor shall bind its successors and assigns. All rights of the Secured Party in, to and under this Assignment and in and to the collateral security provided hereby shall pass to and may be exercised by any assignee thereof. Assignor agrees that if Secured Party gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee

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shall be immediate and absolute. Assignor will not set up any claim against the original or any intervening Secured Party as a defense, counterclaim or setoff to any action brought by any such assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the collateral security provided hereby.

This Assignment is executed by American National Bank and Trust Company of Chicago, not individually or personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee, in its personal and individual capacity, hereby warrants that it as Trustee possesses full power and authority to execute this instrument), and it is expressly understood and agreed by Secured Party that nothing contained herein shall be construed as creating any liability on said Trustee in its individual capacity, all such liability, if any, being expressly waived.

IN WITNESS WHEREOF, Borrower has caused these presents to be signed by its duly authorized representatives as of the 6th day of March, 1987.

American National Bank and Trust Company of Chicago, not individually or personally but solely as Trustee as aforesaid

By: [Signature]
President

A T T E S T:

[Signature]
Its: Asst Secretary

[SEAL]

[Signature]
Michael S. Lazar

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ADDRESS OF THE PREMISES:

4830 South Halsted Street
Chicago, Illinois 60609

PERMANENT REAL ESTATE INDEX NUMBERS:

	20-08-208-007	28
	20-08-208-008	29
BAO	20-08-208-009	30
	20-08-208-010	31
	20-08-208-011	32
	20-08-208-012	33
	20-08-208-013	34
	20-08-208-014	35
	20-08-208-015	36
	20-08-208-016	37
	20-08-208-017	38
	20-08-208-019	39
	20-08-208-022	40
	20-09-103-002	52
CFO	20-09-103-003	53
	20-09-103-004	54

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STATE OF ILLINOIS
COUNTY OF COOK

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EXHIBIT A

PARCEL 1:

LOTS 52, 53 AND 54 IN FOWLER'S RESUBDIVISION OF PART OF THE SOUTH SIDE HOMESTEAD ASSOCIATION ADDITION, A SUBDIVISION OF THE NORTH 1/2 OF THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

BLOCK 3 IN GOODMAN MANUFACTURING COMPANY'S CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE NORTH EAST 1/4 OF SECTION 8 AND THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THAT PART OF VARIOUS LOTS, VACATED WEST 48TH STREET AND VACATED ALLEYS IN NEWBERRY'S SUBDIVISION OF THE NORTH 1162.65 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF BLOCKS 1 AND 2 IN GOODMAN MANUFACTURING COMPANY'S CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE NORTH EAST 1/4 OF SECTION 8 AND THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS::

BEGINNING AT THE NORTH EAST CORNER OF LOT 1 IN BLOCK 4 IN NEWBERRY'S SUBDIVISION AFORESAID; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST, ALONG THE NORTH LINE OF BLOCK 4, A DISTANCE OF 316.00 FEET TO THE NORTH WEST CORNER OF LOT 28 IN BLOCK 4; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 28 AND ITS SOUTHERLY EXTENSION, 140.73 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 0.50 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 105.03 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST 16.51 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 100.97 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 4.76 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 139.69 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 121.78 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 10.53 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 205.47 FEET TO A POINT ON THE EAST LINE OF BLOCK 1 IN GOODMAN MANUFACTURING COMPANY'S CONSOLIDATION AFORESAID, AT A POINT 475.89 FEET SOUTH OF THE HEREINABOVE DESCRIBED POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, ALONG THE WEST LINE OF SOUTH HALSTED STREET, 475.89 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

EASEMENT FOR THE BENEFIT OF PARCEL 3 AS RESERVED IN DEED FROM GOODMAN EQUIPMENT COMPANY TO BANK OF RAVENSWOOD AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1986 AND KNOWN AS TRUST NUMBER 25-8327 DATED JANUARY 1, 1987 AND RECORDED FEBRUARY 5, 1987 AS DOCUMENT 87074093 OVER THE FOLLOWING DESCRIBED PROPERTY

THAT PART OF VARIOUS LOTS, VACATED WEST 48TH STREET AND VACATED ALLEYS IN NEWBERRY'S SUBDIVISION OF THE NORTH 1162.65 FEET OF THE EAST 1/2 OF THE NORTH EAST 1/4 (EXCEPT RAILROAD) OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH THAT PART OF BLOCKS 1 AND 2 IN GOODMAN MANUFACTURING COMPANY'S CONSOLIDATION OF SUNDRY TRACTS OF LAND IN THE NORTH EAST 1/4 OF SECTION 8 AND THE NORTH WEST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD

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PRINCIPAL MERIDIAN, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 1 IN BLOCK 4 IN NEWBERRY'S SUBDIVISION AFORESAID; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST, ALONG THE NORTH LINE OF BLOCK 4, A DISTANCE OF 316.00 FEET TO THE NORTH WEST CORNER OF LOT 28 IN BLOCK 4; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 28 AND ITS SOUTHERLY EXTENSION, 140.73 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 0.50 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 105.03 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST 16.51 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 100.97 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST, 1.76 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 139.69 FEET; THENCE NORTH 89 DEGREES, 53 MINUTES, 30 SECONDS WEST 43.28 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 347.65 FEET; THENCE NORTH 13 DEGREES, 03 MINUTES, 32 SECONDS EAST 142.39 FEET TO THE NORTH LINE OF BLOCK 4 IN NEWBERRY'S SUBDIVISION AFORESAID; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST, ALONG SAID NORTH LINE 16.01 FEET; THENCE SOUTH 13 DEGREES, 03 MINUTES, 32 SECONDS WEST 144.42 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 205.78 FEET; THENCE SOUTH 89 DEGREES, 53 MINUTES, 30 SECONDS EAST 20.97 FEET TO THE HEREINABOVE DESCRIBED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Parcel 5:

Lot 28 in Block 4 in Newberry's Subdivision of the North 1162.65 feet of the East 1/2 of the Northeast 1/4 (except railroad) of Section 8, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, KULA DAVIDSON, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Peter Johansen, President and G. MICHAEL WHELAN, Secretary of American National Bank and Trust Company of Chicago who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth; and said Secretary then and there acknowledged that he, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of March, 1987.



Kula Davidson
Notary Public

(S E A L)

My Commission Expires:

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 Michael S. Lazar, 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 signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6 day of March, 1987.

Michael S. Lazar
Notary Public

(S E A L)

My Commission Expires Dec. 11, 1988

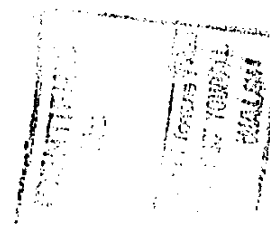
My Commission Expires:

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HARRY (BUS) YOURSELF
REGISTRAR OF TITLES
MAY 11 1988

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CHICAGO TITLE INS
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