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EXHIBIT "A"

LEGAL DESCRIPTION OF THE PREMISES

Lots 1 through 105, Lots 213 through 220, and Parcels 106 through 212 in Crystal Tree, being a Subdivision of that part of the East half of Section 8, Township 36 North, Range 12, East of the Third Principal Meridian, in the Village of Orland Park, in Cook County, Illinois, according to the plat thereof recorded September ____, 1987 with the Cook County Recorder of Deeds as document No. _____, and registered September 23, 1987 with the Cook County Registrar of Titles as document No. 2053647, the foregoing real estate being also described as follows: the Northeast 1/4 of Section 8, together with that part of the Southeast 1/4 of said Section 8 bounded and described as follows: beginning at the Northwest corner of said Southeast 1/4 of Section 8 and running thence South 0 degrees 13 minutes 41 seconds West a distance of 2407.71 feet to a point; thence South 89 degrees 43 minutes 40 seconds East a distance of 822.69 feet to a point; thence North 49 degrees 09 minutes 05 seconds East, a distance of 368.12 feet to a point; thence North 32 degrees 02 minutes 16 seconds East, a distance of 326.55 feet to a point; thence South 81 degrees 40 minutes 50 seconds East, a distance of 157.05 feet to a point; thence North 1 degree 00 minutes 04 seconds East, a distance of 198.49 feet to a point; thence South 88 degrees 49 minutes 58 seconds East, a distance of 1208.70 feet to a point in the East line of said Southeast 1/4 of Section 8, thence North 0 degrees 03 minutes 18 seconds West along said East line of the Southeast 1/4 of Section 8, a distance of 1716.68 feet to the Northeast corner of said Southeast 1/4 of Section 8; thence North 89 degrees 25 minutes 44 seconds West along the North line of said Southeast 1/4 of Section 8, a distance of 2630.58 feet to the place of beginning; all in Township 36 North, and in Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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PROPERTY ADDRESS: SOUTH EAST CORNER OF 143RD STREET
AND 108th AVENUE

PIN # 27-08-200-001
27-08-202-001
27-08-201-001
27-08-203-001

27-08-400-001
27-08-401-001
27-08-401-002
27-08-402-001

27-08-402-002

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ASSIGNMENT OF LEASES AND RENTS

ASSIGNMENT made as of the 22nd day of September, by LASALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated October 21, 1986 and known as Trust No. 111613 (the "Trust") and CRYSTAL TREE, A JOINT VENTURE, an Illinois general partnership (the "Beneficiary"), to AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association (hereinafter called "Mortgagee").

WHEREAS, the Trust has executed a note (the "Note") of even date herewith, payable to Mortgagee in the principal sum of TWENTY-EIGHT MILLION DOLLARS (\$28,000,000), evidencing advances of loan proceeds pursuant to that certain revolving loan agreement (the "Loan Agreement") of even date herewith by and between the undersigned and Mortgagee; and

WHEREAS, to secure payment of the Note, the Trust has delivered a mortgage (the "Mortgage") of even date herewith, conveying to Mortgagee the premises (the "Premises") described on Exhibit "A" hereto; and

WHEREAS, the undersigned, as an inducement to Mortgagee to disburse the proceeds of the loan evidenced by the Note, is desirous of further securing the Note.

NOW, THEREFORE, the undersigned, for and in consideration of these presents and the mutual agreements herein contained and as further and additional security to Mortgagee, and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) to the undersigned in hand paid, the receipt and sufficiency whereof is hereby acknowledged, does hereby sell, assign and transfer unto Mortgagee all leases of the Premises, or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Premises or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Mortgagee under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all of the said leases and agreements, and all the avails thereof, to Mortgagee, and the undersigned do hereby irrevocably appoint Mortgagee its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms in its discretion as it may determine (including without limitation for periods extending beyond the date of redemption of the Mortgage), and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancies existing or which may hereafter exist on the Premises, with the same rights and powers and subject to the

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same immunities, exonerations of liability and rights of recourse and indemnity as Mortgagee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represent and agree that without the prior express written consent of Mortgagee in each and every instance, which consent Mortgagee may grant or withhold in its discretion, no rent has been or will be paid by any person in possession of any portion of the Premises for more than one (1) installment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced or discounted, or otherwise discharged or compromised by the undersigned without the prior express written consent of Mortgagee in each and every instance, which consent Mortgagee may grant or withhold in its discretion. The undersigned agrees not to make any other or further assignment of the rents or profits or leases prior to the release of this Assignment. The undersigned shall not amend, cancel, abridge, terminate or otherwise modify (or permit or suffer the amendment, cancellation, abridgement, termination or modification of) any existing or future leases, or any portion thereof, without the express prior written consent of Mortgagee in each and every instance, which consent Mortgagee may grant or withhold in its discretion.

Nothing herein contained shall be construed as constituting Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Mortgagee, no liability in connection with events or occurrences accruing prior to the exercise of such power shall be asserted or enforced against Mortgagee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to execute and deliver immediately upon the request of Mortgagee, all such further assurances and assignments in the Premises as Mortgagee shall from time to time reasonably require.

Although it is the intention of the parties that this Assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding that, subject to the provisions of the Loan Agreement, Mortgagee shall not exercise any of the rights and powers conferred upon it herein until and unless one of the following events shall occur, each of which shall constitute an Event of Default hereunder; failure to pay any installment of principal or interest when due in accordance with the terms of the Note, the occurrence of an Event of Default under and defined in the Loan Agreement, the Mortgage or any of the items of Additional Collateral (as defined in the Loan Agreement) or failure to perform or observe any of the agreements, obligations, warranties, representations, terms, provisions or conditions of this Assignment made or to be performed or observed by the undersigned.

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Nothing herein contained shall be deemed to affect or impair any rights which Mortgagee may have under said Note and Mortgage or any other instrument herein mentioned.

In any case in which under the provisions of the Mortgage Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, and/or in any case in which pursuant to the provisions hereof Mortgagee has the right to exercise the rights and powers conferred upon it herein, then forthwith, upon demand of Mortgagee, the undersigned agree to surrender to Mortgagee and Mortgagee shall be entitled to take actual possession of the Premises (and any or all property located thereon) or any part thereof personally, or by its agents or attorneys, and Mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or the then owner of the Premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney-in-fact or agent of the undersigned, or in its own name as Mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues and profits of the Premises, including actions for the recovery of rent, actions in forceable detainer and actions in distress of rent, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the undersigned to cancel or terminate, the same, to alter any lease, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises nor shall Mortgagee be obligated to collect any rents or enforce any leases. The undersigned shall and does hereby agree to indemnify and hold Mortgagee harmless of and from any and all liability, loss or damage which it may or might

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incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to so perform or discharge any of the terms, covenants or agreements contained in said leases except with respect to liability, loss or damage in connection with events or occurrences occurring after Mortgagee takes possession. Should Mortgagee incur any such liability, loss or damage under said leases or under or by reason of the assignment thereof or in the defense of any claims or demands, the undersigned agrees to reimburse Mortgagee for the amount thereof, including direct costs, direct expenses and reasonable attorneys' fees, immediately upon demand.

Mortgagee in the exercise of the rights and powers conferred upon it by this Assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Mortgagee may determine:

A. To the payment of the operating expenses of the Premises, including without limitation, compensation to Mortgagee and its agent or agents, if management of the Premises has been delegated to an agent or agents, lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases, and premiums on insurance hereinabove authorized;

B. To the payment of taxes, special assessments and other Impositions as defined in the Mortgage now due or which may hereafter become due on the Premises, or which may become a lien prior to the lien hereof;

C. To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the judgment of Mortgagee, make it readily rentable;

D. To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorize and instruct each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to Mortgagee upon receipt of demand from said Mortgagee to pay the same.

The provisions set forth in this Assignment herein shall be deemed a special remedy given to Mortgagee, and shall not be

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deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any other instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and shall be binding upon the legal representatives, successors and assigns of each of the undersigned, and any party or parties holding title to the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigned to Mortgagee shall also inure to its legal representatives, successors and assigns, including all holders from time to time of the Note.

No judgment or decree 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 the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the Premises, or by the undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

All obligations and undertakings of the undersigned herein shall be the joint and several obligations and undertakings of Beneficiary and the Trust.

Any provision or provisions of this Assignment which are unenforceable, invalid or contrary to law, or the inclusion of which would affect the validity or enforceability of this Assignment shall be of no force and effect, and in such event each and all of the remaining provisions of this Assignment shall subsist and remain and be fully effective according to the tenor of this Assignment the same as though any such invalid, unenforceable or unlawful provision or provisions had never been included in this Assignment.

All notices, demands and requests given or required to be served by either party hereto to the other party shall be in writing. All such notices, demands and requests by Mortgagee to the undersigned shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to the undersigned:

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Crystal Tree, A Joint Venture
c/o Corley Real Estate Corporation
3400 Dundee Road
Northbrook, Illinois 60062
Attention: Mr. Eugene R. Corley

with a copy to Bell, Boyd & Lloyd, 70 West Madison Street, Suite 3200, Chicago, Illinois 60622, Attention: Mr. Terrence E. Budny, or to such other address as the undersigned may from time to time designate by written notice to Mortgagee given as herein required. All notices, demands and requests by the undersigned to Mortgagee shall be deemed to have been properly served if delivered in person or if sent by United States Registered or Certified Mail, postage prepaid, addressed to Mortgagee at:

American National Bank and Trust
Company of Chicago
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Mr. Eugene P. Tunney,
Vice President

and with a copy to Altheimer & Gray, 333 W. Wacker Drive, Suite 2600, Chicago, Illinois 60606, Attention: Mr. James S. Gray, or to such other address as Mortgagee from time to time may designate by written notice to the undersigned given as herein required.

Notices, demands and requests given in the manner aforesaid shall be deemed delivered or served for all purposes hereunder at the time such notice, demand or request shall be delivered or on the date shown on the return receipt, as the case may be.

This Assignment is executed by LaSalle National Bank, not personally, but solely as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. All covenants, agreements and conditions to be performed by LaSalle National Bank hereunder are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against LaSalle National Bank, personally, by reason of any of the covenants, agreements, representations or warranties contained herein; but nothing herein contained shall be deemed a release or impairment of the indebtedness evidenced hereby or incurred pursuant hereto, nor prejudice the rights of Assignee from exercising any of its rights or remedies hereunder or under any or all of the Loan Agreement, Mortgage, Note or Additional Collateral, or from securing a deficiency or personal judgment against any subsequent owner of the Premises who assumes the indebtedness evidenced hereby or incurred pursuant hereto; and nothing herein contained shall release, waive, modify or discharge the liability and responsibility of Beneficiary or of any guarantors of or any other persons or entities in respect hereof.

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IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the day and year first above set forth.

~~CRYSTAL TREE, A JOINT VENTURE,
an Illinois general partnership~~

By: Crystal Tree Ltd., an Illinois Corporation

By: _____
Its: _____

By: PCI Investments II Limited Partnership, an Illinois limited partnership

By: PCI Investments II, Inc., an Illinois corporation, its general partner

By: _____
Its: _____

LASALLE NATIONAL BANK,
not personally but as Trustee
under Trust Agreement dated
October 21, 1986 and known as
Trust No. 111613

By: [Signature]
Its: ASSISTANT VICE PRESIDENT

Attest: [Signature]
Its: ASSISTANT SECRETARY

mail to:

This instrument was prepared by James S. Gray, 333 W. Wacker Drive, Suite 2600, Chicago, Illinois 60606.

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Property of Cook County Clerk

CRYSTAL TREE, A JOINT VENTURE,
an Illinois general partnership

By: Crystal Tree Ltd., an Illinois
Corporation

By: Dwayne R. Corley
Its: President

By: PCI Investments II Limited
Partnership, an Illinois
limited partnership

By: PCI Investments II, Inc.,
an Illinois corporation,
its general partner

By: [Signature]
Its: Vice President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that

Corinne Bek, personally known to me to be the Assistant Vice President, of LASALLE NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated October 21, 1986 and known as Trust No. 111613, and

William H. Dillon, personally known to me to be the Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Assistant Vice President and

Assistant Secretary, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said

Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act and deed of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of September, 1987.

Harris D. Dendewey
Notary Public

My Commission Expires:

10-9-87

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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 Eugene R. Corley, personally known to be to be the President of Crystal Tree, Ltd., an Illinois corporation, which corporation is a general partner of Crystal Tree, A Joint Venture, an Illinois general 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 signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of September, 1987.

James E. Brady
Notary Public

My Commission Expires:

10/25/88

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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 Peter Carbonero, personally known to be the Vice President of PCI Investments II, Inc., an Illinois corporation, which corporation is a general partner of PCI Investments II Limited Partnership, an Illinois limited partnership, which limited partnership is a general partner of Crystal Tree, a Joint Venture, an Illinois general 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 signed and delivered the said instrument as his free and voluntary and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22 day of September, 1987.

Luise Bieler
Notary Public

My Commission Expires:

10/31/87

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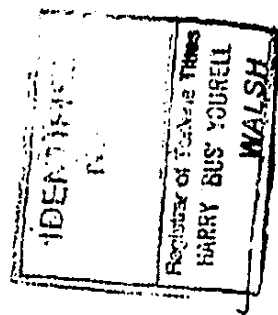
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HARRY (BUS) YORELL
REGISTRAR OF TITLES

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