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PREPARED BY: MAIL TO
MICHAEL J. REGAN
Hinshaw, Culbertson,
Moelmann, Hoban & Fuller
222 North LASALLE Street
Chicago, IL 60601-1081

ADDRESS: NWC of Mannheim and
Butterfield Roads
Bellwood, Illinois

TAX NO.: 15-08-415-020-0000
15-08-415-023-0000
15-08-415-025-0000

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, made this 27th day of August, 1988 by MIDWEST BANK AND TRUST COMPANY, an Illinois Banking corporation, not personally, but solely as Trustee pursuant to Trust Agreement dated DECEMBER 2, 1986 and known as Trust No. 86-12-5124 ("Trust"), and MANN-FIELD CENTER PARTNERSHIP, an Illinois General Partnership, owner of one hundred percent (100%) of the beneficial interest of Trust ("Beneficiary") (Trust and Beneficiary collectively "Assignor"), in favor of GNA LIFE INSURANCE COMPANY, a Washington corporation ("Assignee");

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P E C I T A L S :

A. Concurrently with the execution hereof, Trust executed and delivered to Assignee, its Adjustable Rate Mortgage Note ("Note") of even date herewith, payable to the order of Assignee, in the principal amount of FOUR HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$465,000.00) ("Loan") and, as security therefor, executed and delivered its Mortgage in favor of Assignee, of even date herewith ("Mortgage"), conveying certain land situated in Cook County, Illinois, legally described as follows ("Land"):

PARCEL 1

LOTS 31, 32, 33 and 34 (EXCEPT THAT PART OF LOTS 31 AND 32 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID LOT 31, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 31 A DISTANCE OF 115.39 FEET TO THE SOUTH EAST CORNER OF SAID LOT 31; THENCE SOUTHWESTERLY ALONG THE SOUTHERLY LINES OF SAID LOTS 31 AND 32 A DISTANCE OF 30 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A STRAIGHT LINE (WHICH WHEN EXTENDED WOULD INTERSECT THE EAST LINE OF SAID LOT 31, A DISTANCE OF 30 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 31, AS MEASURED ALONG SAID EAST LINE OF LOT 31) TO A POINT OF INTERSECTION WITH A LINE LYING 10 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF LOT 31, THENCE NORTH ALONG SAID PARALLEL LINE TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID LOT 31, THENCE EAST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING) IN ADOLPH STURMS SUBDIVISION OF THE EAST 1/4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 8,

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TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF BUTTERFIELD ROAD IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING LOTS 31, 32, 33, AND 34 IN ADOLPH STURMS SUBDIVISION OF THE EAST 1/4 OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER OF BUTTERFIELD ROAD IN COOK COUNTY, ILLINOIS.

and the improvements situated thereon ("Improvements") (Land and Improvements collectively "Mortgaged Premises").

B. Pursuant to Specific Assignment of Leases and Rents of even date herewith, executed by Assignor in favor of Assignee, Assignor granted to Assignee a security interest in and sold, assigned, transferred and set over unto Assignee one hundred percent (100%) of Assignor's right, title and interest in and to "Leases", "Rents", "Future Leases" and "Future Rents" (as such terms are defined therein).

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. Sells, assigns and transfers unto Assignee Leases, Rents, Future Leases and Future Rents, it being the intention of Assignor hereby to establish an absolute transfer and assignment thereof to Assignee.

2. Subject to the provisions of paragraph 6 of this Assignment, appoints, irrevocably, Assignee its true and lawful attorney-in-fact, in its name and stead (with or without taking possession of Mortgaged Premises), to hereafter execute Future Leases, at such rentals and upon such terms and conditions as may be satisfactory to it and to collect Rents and Future Rents now due or arising from or accruing at any time hereafter, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Assignee would have upon a taking of possession of Mortgaged Premises pursuant to the provisions hereof.

3. Represents and covenants that no Rents or Future Rents (excluding security deposits) have been or will be paid by any person or entity in possession of any part of Mortgaged Premises in advance and that the payment of Rents and Future Rents to accrue has not and will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, other than in the normal course of business, except with the prior written consent of Assignee.

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4. Agrees that nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of Mortgaged Premises by it pursuant to the provisions hereof and in the exercise of the powers herein granted to Assignee, no personal liability shall be asserted or enforced against it, all such liability being hereby expressly waived and released by Assignor.

5. Agrees to execute and deliver to Assignee, immediately upon its request, all such further assurances and assignments of Leases, Rents, Future Leases and Future Rents as Assignee may reasonably, from time to time, require.

6. Expressly understands and agrees, anything herein contained to the contrary notwithstanding (although it is Assignor's intention that this Assignment be a present Assignment), that Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless a "Monetary Default" or "Non-Monetary Default" (as such terms are defined in Mortgage) shall occur.

7. Agrees, in any instance in which, pursuant to the provisions of Mortgage, Assignee has a right to institute foreclosure proceedings and after Loan, interest and all other sums due and owing thereon (collectively "Indebtedness") are declared to be immediately due or legal proceedings to foreclose the lien thereof have been instituted, to forthwith upon demand of Assignee, surrender to Assignee, and Assignee shall, to the extent permitted by law and so ordered by a court of competent jurisdiction (unless the same may be peaceably performed by mutual agreement), be entitled to take, actual possession of Mortgaged Premises, or any part thereof, personally or through its agents or attorneys, in which event Assignee, in its discretion, either personally or through its agents and attorneys, may:

- a). with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of Mortgaged Premises (together with all documents, books, records, papers and accounts of Assignor or the then owner of Mortgaged Premises relating thereto) excluding Assignor, their agents or servants, wholly therefrom and, as attorney-in-fact or agent of Assignor, or in its own name as mortgagee;
- b). hold, operate, manage and control Mortgaged Premises and conduct the business, if any, thereon; and
- c). implement such measures, legal or equitable, as in its discretion, may be deemed proper or necessary to enforce the payment of Rents and Future Rents and the performance of all of the terms,

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covenants, conditions and agreements contained in Leases and Future Leases, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent;

Assignor hereby granting to Assignee full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter, subject to the provisions of paragraph 6 hereof. With notice to Assignor and with full power and authority, Assignee may: i). cancel or terminate any Lease, Future Lease or sublease thereof, for any cause or reason which would entitle Assignor to cancel the same; ii). elect to disaffirm any Lease, Future Lease or sublease of all or any part of the Land and/or Improvements made subsequent to this Assignment without Assignee's prior written consent (except as permitted in Paragraph 15 of Mortgage); iii). make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to Mortgaged Premises which may seem judicious, in Assignee's reasonable discretion; iv). insure and re-insure Mortgaged Premises for all risks incidental to the possession, operation and management thereof; and v). collect and receive all Rents and Future Rents.

8. Agrees that:

- a). unless and until Assignee shall exercise the rights and powers conferred upon it pursuant hereto, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease or Future Lease; and
- b). Assignor shall indemnify and hold Assignee harmless of and from any and all liability, loss or damage, including costs, expenses and reasonable attorneys' fees, which Assignee may incur pursuant to Leases and Future Leases or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings, on Assignee's part, to perform or discharge any of the terms, covenants, conditions and agreements required of Assignor pursuant to Leases and Future Leases;

PROVIDED, HOWEVER, that notwithstanding the foregoing, Assignor shall not indemnify or hold Assignee harmless of and from any and all liability, loss or damage (including costs, expenses and reasonable attorneys' fees) which Assignee, its employees or agents may incur by reason of any negligence or act or deed on their part following the exercise of Assignee's rights and powers pursuant to this Assignment.

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9. Agrees that, subject to the provisions of paragraph 6 hereof, Assignee, in the exercise of the rights and powers conferred upon it pursuant hereto, shall have the full power to use and apply Rents and Future Rents to the payment or on account of the following, in such order of priority as it may determine:

- a). operating expenses of Mortgaged Premises, including the costs of management and leasing thereof (which shall include reasonable compensation to Assignee and its agents or contractors, if management be delegated to such agents or contractors, and leasing commissions and other compensation and expenses in seeking and procuring tenants and entering into Leases and Future Leases), establishing claims for damages relating to the operation of Mortgaged Premises, if any, and premiums on insurance coverages hereinabove authorized;
- b). taxes and special assessments now due or which may hereafter become due on Mortgaged Premises;
- c). cost of repairs, decorating, renewals, replacements, alterations, additions or betterments and improvements to Mortgaged Premises, including the costs, from time to time, incurred in placing Mortgaged Premises in such condition as will, in the reasonable judgment of Assignee, make the same readily rentable; and
- d). Indebtedness.

10. Authorizes and instructs each and every present and future tenant of any part of Mortgaged Premises to pay all unpaid Rents and Future Rents agreed upon in any tenancy to Assignee, upon receipt of demand therefor from Assignee.

11. Agrees that the provisions set forth herein shall not be deemed exclusive of any of the remedies granted to Assignee pursuant to Note, Mortgage and "Other Loan Documents" (as such term is defined in Mortgage) but shall be deemed a special and additional remedy granted to Assignee and cumulative with the remedies contained therein.

12. Agrees that any notices served pursuant hereto shall be in writing and delivered either personally (by a same-day, independent courier service) or by "over night" courier service (which shall be deemed received on the date of delivery thereof) or mailed by United States certified or registered mail, postage prepaid (which shall be deemed received three [3] days following the postmark date thereof), addressed as follows:

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If to Assignee:

Attention: Mortgage Loan Department, One Union Square,
Suite 3300, Seattle, Washington 98101;

If to Trust and Beneficiary:

c/o Mann-Field Center Partnership,
7765 W. North Ave., River Forest, Illinois 60305 with a
copy to: George Breyer Esq., 221 East Walton,
Chicago, Illinois 60611

13. Agrees that this Assignment shall be binding upon Trust and Beneficiary, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives and shall inure to the benefit of Assignee, its successors, assigns, grantees and legal representatives.

14. Agrees that:

- a). until this Assignment is voluntarily released by Assignee, no judgment or decree which may be entered with respect to Indebtedness shall operate to abrogate or lessen the effect hereof but the same shall continue in full force and effect until Indebtedness and all costs and expenses which may be incurred by Assignee by virtue of the power and authority herein contained have been paid in full; and
- b). this Assignment shall remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale and until the issuance of a deed pursuant to a foreclosure decree, unless Indebtedness is paid in full prior to the expiration of any period of redemption.

15. Upon the issuance by Assignee of a reconveyance or release of Mortgage, this assignment shall be null and void and an appropriate instrument of reconveyance or release shall be promptly made by Assignee to Assignor, at Assignee's expense.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Beneficiary, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of the Beneficiary are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Beneficiary personally or for the purpose or with the intention of binding the Beneficiary personally, but are made and intended by the Beneficiary for the purpose of

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binding only the Beneficiary's interest in the Lease, Rents, Future Leases and Future Rents; and the Lender agrees that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Beneficiary personally on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Beneficiary in this instrument contained, either express or implied, all such personal liability, if any being expressly waived and released; provided, however, nothing contained herein shall be deemed to have released Beneficiary from personal liability under that certain Guaranty and Personal Liability Agreement of even date herewith executed by Beneficiary in favor of the Assignee.

This Assignment of Leases and Rents is executed by MIDWEST BANK AND TRUST COMPANY, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and to execute this Assignment of Leases and Rents). It is expressly understood and agreed that nothing herein contained or contained in Note, Mortgage or Other Loan Documents, shall be construed as establishing any personal liability on Trust, its agents or employees, to pay Indebtedness or to perform any of the conditions herein and in Note, Mortgage and Other Loan Documents contained, all such personal liability being expressly waived by Assignee; Assignee's only recourse against Trust being against Mortgaged Premises and any other property given as security for the payment of Indebtedness, in the manner herein, in Note, Mortgage and Other Loan Documents and by law provided.

IN WITNESS WHEREOF, Trust has caused this Assignment of Leases and Rents to be signed by its duly authorized officers and its corporate seal to be hereunto affixed and Beneficiary has executed this instrument on the day and year first above written.

MIDWEST BANK AND TRUST
COMPANY, not personally but
solely as Trustee aforesaid

By:

Title:

Angela D. ...
Asst. Trust Officer

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ATTEST:

By:

Title:

Arthur Papp
Secy. Secretary

MANN-FIELD CENTER PARTNERSHIP,
an Illinois General Partnership

By:

Bern Grizaffi
BERN GRIZAFFI, general partner

By:

Warren M. Mose
WARREN M. MOSE, general partner

By:

~~XXXXXXXXXXXXXXXXXXXX~~
partner

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)

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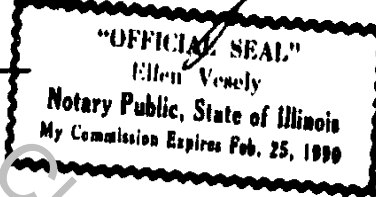
COUNTY OF COOK)

I, Ellen Vesely, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that Angela McEneaney Asst. Ta. OFFICER President of MIDWEST BANK AND TRUST COMPANY ("Bank"), and Mathleen Blazek Asst. Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Ta. OFFICER President and Asst. Secretary, aforesaid, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of Bank, for the uses and purposes therein set forth; and the said Asst. Secretary did also then and there acknowledge that she, as custodian of the corporate seal of Bank, did affix the same to said instrument as her own free and voluntary act and as the free and voluntary act of Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of August, 1988.

Ellen Vesely
Notary Public

My commission expires: 2/25/90



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STATE OF ILLINOIS)

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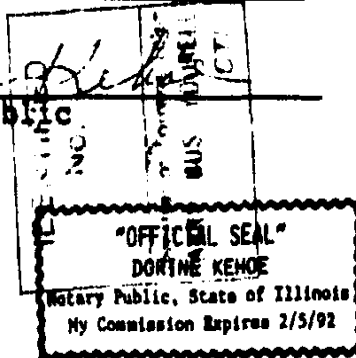
COUNTY OF Cook)

I, DORINE KENOE, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY that BERN GRIZAFFI, WARREN M. MOSE and ~~WARREN M. MOSE~~, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of August, 1988.

Dorine Kenoe
Notary Public

My commission expires: 2/5/90



CHICAGO TITLE INS. # 716804

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