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P.I.N.: 03-11-300-004-0000 (partial)
03-11-300-005-0000 (partial)

Street Address: 599 South Wheeling Road
Wheeling, Illinois

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Property of Cook County Clerk's Office

LOT 7 (EXCEPT THE WEST 15.25 FEET THEREOF) AND ALL OF
LOT 8 IN BLOCK 1 IN HERZOG'S 1ST INDUSTRIAL
SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 10,
TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF
SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF
TITLES OF COOK COUNTY, ILLINOIS ON DECEMBER 13, 1955
AS DOCUMENT NUMBER LR.1639763 AND CERTIFICATE OF
CORRECTION THEREOF REGISTERED DECEMBER 14, 1956 AS
DOCUMENT NUMBER LR.1713481 IN COOK COUNTY, ILLINOIS.

Premises

EXHIBIT A

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STATE OF ILLINOIS
COUNTY OF COOK
CLERK OF THE CIRCUIT COURT

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P.I.N.: 03-11-300-007-0000

Street Address:

605 South Wheeling Road
Wheeling, Illinois

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LOT 6 (EXCEPT THE WEST 15.25 FEET THEREOF) IN BLOCK 1 OF
HERZOG'S FIRST INDUSTRIAL SUBDIVISION OF PART OF THE EAST
1/2 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, AND PART OF THE WEST 1/2 OF
SECTION 11, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN
THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY,
ILLINOIS ON DECEMBER 13, 1955 AS DOCUMENT LR1639763.

EXHIBIT A
(CONTINUED)

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D. Assignor has executed and delivered to Assignee a guaranty of even date herewith ("Guaranty") to secure the repayment by Fluid Management of all sums drawn under the Revolving Credit Note, together with all interest accrued and all other sums due thereunder;

C. The credit comprises (1) a \$2,362,000.00 term loan from Assignee to Assignor (the "Term Loan") evidenced by a Promissory Note of even date herewith made by Assignor payable to Assignee in the principal amount of \$2,362,000.00 (the "Term Note") and (2) a revolving credit account from Assignee to Fluid Management in the amount of \$13,700,000.00, less all liabilities of Fluid Management to Assignee with respect to a letter of credit facility (the "Letter of Credit Facility") which Assignee has agreed to provide to Fluid Management in the maximum amount of \$8,210,625.00, for which liabilities Fluid Management is obligated to reimburse Assignee in accordance with the terms of the credit agreement between Fluid Management and Assignee. The Revolving Credit is evidenced by a Promissory Note of even date herewith made by Fluid Management and payable to Assignee in the principal amount of \$13,700,000.00 (the "Revolving Credit Note");

B. Under the terms of the Credit Agreements, Assignee has agreed to provide credit to Assignor and Fluid Management in an aggregate principal amount not to exceed SIXTEEN MILLION SIXTY-TWO THOUSAND AND NO/100 DOLLARS (\$16,062,000.00) (the "Credit");

A. Assignee has entered into two (2) separate credit agreements of even date herewith (collectively, the "Credit Agreements") with, respectively, Assignor and Fluid Management Limited Partnership, an Illinois limited partnership ("Fluid Management"), which comprises the same partners as does Assignor;

RECITALS:

This ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made as of the 17th day of November 1988, from BETHEDA INVESTORS LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignor"), to THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("Assignee").

ASSIGNMENT OF LEASES AND RENTS

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1. Assignor hereby sells, assigns and transfers unto Assignee any and all leases, whether written or verbal, and any and all lettings, and all agreements 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 Assignee under the powers herein granted (collectively, "Leases"), together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, it being the intention hereby to establish an absolute transfer and assignment of all leases and all the rents, issues, profits and avails thereunder, to Assignee. Assignor hereby irrevocably appoints Assignee its true and lawful attorney in its name and stead (with or without taking possession of the premises as provided in Section 3 hereof) to rent, lease or let all or any portion of the premises to any party or parties at such rental and upon such terms as Assignee shall reasonably determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, which is now due or may hereafter become due under each and every of the Leases with the same rights and powers and subject to the same limitations, exoneration of liability and rights of recourse and indemnity

NOW, THEREFORE, in consideration of and in order to secure the repayment of the Term Note, the Revolving Credit Note, and all sums drawn under the Letter of Credit Facility, including interest accruing on all of the foregoing, and to further secure the performance by Assignor and Fluid Management of their respective obligations under the Loan Documents, Assignor and Assignee hereby covenant and agree as follows:

AGREEMENTS:

F. Assignor and Fluid Management are about to enter into a lease agreement, pursuant to which Assignor shall lease the real property legally described in Exhibit A attached hereto (the "Premises") to Fluid Management in exchange for certain valuable consideration. As lessor under such lease, Assignor has a direct financial interest in Assignee's providing the Revolving Credit and Letter of Credit Facility to Fluid Management and Assignor has executed the Guaranty as an inducement to Assignee to extend such credit to Fluid Management; and

E. The Credit Agreements, the Term Note, the Revolving Credit Note, the Guaranty, and all other loan documents described in the Credit Agreements (the "Loan Documents") are secured by, among other things, a certain mortgage of even date herewith made by Assignor to Assignee (the "Mortgage") on the Premises.

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3. In the event of a Mortgage Default, as defined in the Mortgage, and the expiration of any applicable notice or grace period (the foregoing being hereinafter called "Default"), Assignor shall, forthwith, upon demand by Assignee, surrender to Assignee, and Assignee shall be entitled to take actual possession of, the premises or any part thereof, personally or by its agent or attorneys. In such event, Assignee in its discretion may, in accordance with law, enter upon and take and maintain possession of all or any part of the premises together with all documents, books, records, papers and accruals of Assignor or the then owner or party in

2. Assignor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the premises for more than one installment in advance and that the payment of none of the rents to accrue for any portion of the said premises has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor. Assignor waives any rights of set off against any person in possession of any portion of the premises. Assignor agrees that it will not assign any of the rents or profits of the premises, except to a permitted purchaser or grantee of the premises. Assignor further agrees to perform fully and faithfully all covenants, agreements and obligations of landlord or lessor under each of the leases. Assignor further agrees that it Assignor as landlord or lessor defaults under any lease, Assignee shall have the right (but not the obligation) to cure such default within the cure period afforded to Assignor under the terms of such lease or under applicable law, regardless of whether any notice or cure period granted to Assignor under the Loan Documents has then expired. Assignor further agrees that it shall not, without Assignee's prior written consent, enter into or agree to any amendment or modification of either lease, or cancel, terminate or surrender any lease (except as provided therein or in any modification or amendment consent to by Assignee), or enter into any agreement which grants any concession or otherwise reduces the rent called for under any lease. Notwithstanding the foregoing, Assignee shall not unreasonably withhold its consent to any non-material amendment or modification of either lease. This assignment and grant shall continue in effect until Assignor's obligations under the Credit Agreements are fully performed and satisfied, and the Term Note, the Revolving Credit Note, and all sums drawn under the Letter of Credit Facility, together with interest accrued thereon, and all other indebtedness secured hereby, is repaid in full.

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as Assignee would have upon taking possession pursuant to the provisions of Section 3 below.

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Section 3 and of and from any and all claims and demands
reason of its performance of any action authorized under this
liability, loss or damage which Assignee may or might incur by
to indemnify and hold Assignee harmless of and from any and all
under any of the Leases. Assignor shall and does hereby agree
to perform or discharge, any obligation, duty or liability
obligated to perform or discharge, nor does it hereby undertake
Assignee pursuant to this Section 3. Assignee shall not be
the name of Assignor, to exercise any of the powers granted to
full power of substitution either in the name of Assignor or in
appointed Assignee its true and lawful attorney-in-fact with
Assignor shall be deemed to have constituted and

hereafter, without notice to Assignor.
privileges and power herein granted at any and all times
power and authority to exercise each and every of the rights,
rents, issues and profits -- Assignor hereby granting full
management thereof; and (f) to receive all of such avails,
tasks incidental to Assignee's possession, operation and all
seem judicial; (e) to insure and reinsure the same and all
deteriorations and improvements to the premises as to Assignee may
decorating, renewals, replacements, alterations, additions,
Assignment; (d) to make all necessary or proper repairs,
persons whose interests in the premises are subject to this
contained therein, shall be binding upon Assignor and all
leases, and the options or other such provisions to be
hereinafter, it being understood and agreed that any such
Credit pursuant to the Credit Agreements or as described
extend or renew terms to expire, beyond the maturity of the
provide for terms to expire, or for options to leases may
leases, which extensions, modifications and new leases may
extend or modify any then existing leases and to make new
sublease which is then subordinate to this Assignment; (c) to
cancel the same; (b) to elect to disaffirm any lease of
for any cause or on any ground which would entitle Assignor to
full power; (a) to cancel or terminate any lease or sublease
in foreclose detainer and actions in distress for rent, and with
premises, including actions for the recovery of rent, actions
security of the avails, rents, issues, and profits of the
may be deemed proper or necessary to enforce the payment of
discretion or in the discretion of its successors or assigns
power to use such measures, legal or equitable, as in its
any, thereof, either personally or by its agents, and with full
manage and control the premises and conduct the business, it
Assignee, and under the powers herein granted, hold, operate,
attorney in fact, as agent for Assignor or in its own name as
respective agents or servants wholly thereto and may, as
thereto and may exclude Assignor's or said owner's or party's
then owner or party in possession of the premises relating
possession of the premises relating thereto and may exclude the

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5. Although it is the intention of the parties that the assignment contained herein shall be a present assignment,

(d) to the repayment of principal and interest on the loan and to the payment of all other sums which Assignor is obligated to pay under the Credit Agreements and all Loan Documents.

(c) to the payment of all repairs, decorating, renewals, replacements, alterations, additions, and improvements of the Premises, and of placing the Premises in such condition as will, in the judgment of Assignee, make it readily rentable;

(b) to the payment of taxes and special assessments now due or which may hereafter become due on the Premises;

(a) to the payment of the operating expenses of the Premises, including but not limited to the cost of the management and leasing thereof (which shall include compensation to Assignee and its agent or agents, if management be delegated to an agent or agents, and shall include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums on insurance heretofore authorized;

4. Assignee, in the exercise of the rights and powers heretofore conferred upon it by Sections 1 and 3 hereof, shall have full power to use and apply the aforesaid rents, issues and profits of the Premises to the payment of or on account of the following, in such order as Assignee may determine:

whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements of Assignor, except to the extent that any such loss, liability, damage, or claim is due to the gross negligence or willful misconduct of Assignee. Nothing herein contained shall be construed as constituting Assignee in possession in the absence of the taking of actual possession of the Premises by Assignee pursuant to this Section 3. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor, its successors and assigns, except to the extent that such liability is due to Assignee's gross negligence or willful misconduct.

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10. This Assignment shall be construed and interpreted with, and governed by, the internal laws of the State of Illinois (without giving effect to Illinois choice of law principles), whenever possible, each provision of this

9. All notices, demands, deliveries and other communications required under this Assignment or desired by the parties hereto shall be given in the manner provided, and to the addressees specified, in the Credit Agreements.

8. Each and all of the covenants and obligations of this Assignment shall be binding upon and inure to the benefit of the parties hereto, and except as herein otherwise specified, at all times nevertheless to all agreements and restrictions contained in the Loan Documents.

7. This Assignment is given as collateral security for the indebtedness and obligations described herein and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor or any other person under any of the Loan Documents, nor shall this Assignment impose any obligation on Assignee to perform any provision of any lease or any other person. This Assignment is given as a primary assignment of the rights described herein and such assignment shall not be deemed secondary to any other collateral security the performance of Assignor's obligations under the existing Credit Agreements or any of the other Loan Documents. Assignee shall have the right to exercise any rights under this Assignment before, together with or after exercising any other rights under any of the Loan Documents.

6. Assignor further agrees to assign and transfer to Assignee all future leases upon all or any part of the premises and to execute and deliver, at the request of Assignee, all such further assurances and assignments in the premises as Assignee shall from time to time require. Assignor shall pay Assignee the reasonable expenses incurred by Assignee in connection with the preparation, execution and recording of any such assignment or agreement.

It is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights or powers conferred upon it hereby until a default shall occur or arise. Any avals, rents, issues and profits collected and received by Assignor after the occurrence of a default shall be deemed collected and received by Assignor in trust for Assignee and Assignor shall account to Assignee for the full amount of such collections and receipts.

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BETHESDA INVESTORS LIMITED PARTNERSHIP,
an Illinois limited partnership
By: *[Signature]* General Manager
BY: *[Signature]* President
ITS:

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed as of the date first written above.

Assignment shall be interpreted in such manner as to be effective and valid under the applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Nothing herein shall be deemed to limit any rights, powers or privileges which the Lender may have by reason of its being a national banking association pursuant to any law of the United States of America or any rule, regulation or order of any department or agency thereof and nothing herein shall be deemed to make unlawful any transaction or conduct by the Lender which is lawful pursuant to, or which is permitted by, any of the foregoing.

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Chicago, Illinois 60602
 Suite 4000
 Three First National Plaza
 Hopkins & Sutter
 Deborah Bleich Cogan
 after recording please return to:

* President of Fluid
 Management, Inc., a
 General Partner of

This instrument prepared by and after recording please return to:

My commission expires 1-27-89

Karen W. Decker
 Notary Public

Given under my hand and Notarial Seal this 17th day of November, 1988.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named MICHAEL H. SAPIRO, a CO. OF BETHESDA personally known to me to be the same person whose name is subscribed to the foregoing instrument as such, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said President, for the uses and purposes herein set forth.

STATE OF ILLINOIS)
) SS)
 COUNTY OF COOK)

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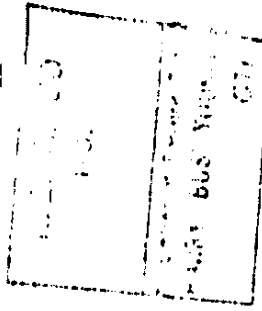
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HARRY BUSHY
REGISTRAR OF TITLE

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