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805 KENSINGTON

**ASSIGNMENT OF RENTS AND
LESSOR'S INTEREST IN LEASES**

THIS ASSIGNMENT (herein called "Assignment of Rents") is executed by OPUS NORTH CORPORATION, an Illinois corporation (herein called "Assignor").

W I T N E S S E T H:

1. Definitions. All defined terms used herein and not otherwise defined shall have the meanings set forth therefor in that certain Mortgage and Security Agreement from Assignor (as "Mortgagor") to the hereinafter described Assignee (as "Mortgagee") dated of even date herewith, and any amendments, modifications and restatements thereof (herein called the "Mortgage") covering the real property described in Exhibit "A" attached hereto and incorporated by reference herein, together with improvements, fixtures and personal property thereon, which Mortgage secures the payment of the Note described therein. The term "Property" used herein shall mean the "Mortgaged Property" defined in the Mortgage, excluding, however, Leases and Rents as such terms are defined in the Mortgage.

2. Assignment. Assignor, intending to be legally bound and in consideration of the making of the loan represented by the Note, does hereby sell, assign, transfer and set over unto GWL PROPERTIES INC., a Colorado corporation (herein called "Assignee") all right, title and interest of Assignor in and to all rents, issues and profits of the Property, including but not limited to all right, title and interest of Assignor, in and to those Rents (hereinafter called the "Rents") and Leases (hereinafter called the "Leases") of the Property, and any and all extensions and renewals thereof, and including any security deposits or interests therein now or hereafter held by Assignor and the benefit of any guarantees executed in connection with any of the Leases. This Assignment is absolute and is effective immediately; however, until maturity of the Indebtedness (whether by acceleration or otherwise), Assignor may receive, collect and enjoy the Rents, income and profits accruing from the Property. After an Event of Default and until such time as such Event of Default is cured, Assignor hereby agrees to receive all Rents and to apply the Rent so collected, first to the payment of the Indebtedness and the satisfaction and discharge of the Obligations, second to the payment of all taxes, insurance premiums, utility charges, maintenance and repair costs, replacement reserves and other operating, management and maintenance expenses of the Property, as same become due, and finally, Assignor may use the balance of the Rent collected in any manner not inconsistent with the Mortgage.

3. Affirmative Covenants. Until maturity of the Indebtedness and for so long thereafter as Assignor continues to collect the Rents, Assignor shall:

(a) duly and punctually perform and comply with any and all representations, warranties, covenants and agreements expressed as binding upon the landlord or lessor under any Lease.

(b) use all reasonable efforts to maintain each of the Leases in full force and effect during the term thereof;

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(c) appear in and defend any action or proceeding in any manner connected with any of the Leases;

(d) upon Assignee's request, deliver to each tenant or lessee under each Lease a notice of assignment of rents in a form acceptable to Assignee;

(e) upon Assignee's request, deliver to Assignee copies of all Leases; and

(f) deliver to Assignee such further information, and execute and deliver to Assignee such further assurances and assignments, with respect to the Leases as Assignee may from time to time reasonably request;

Notwithstanding the foregoing provisions of this paragraph 3, Assignor and Assignee agree that Assignor shall be entitled to take such actions with respect to the Leases as would be taken by a reasonably prudent business person under similar circumstances, including without limitation, enforcing, modifying or terminating the Leases and exercising the rights and remedies of Landlord thereunder in a prudent businesslike manner in accordance with applicable laws, upon default by the tenants under such Leases.

4. Negative Covenants. Assignor hereby unconditionally covenants and agrees with Assignee as follows:

(a) not to assign, waive or release any Rents under any of the Leases;

(b) not to anticipate or collect any Rent from the Property more than 30 days in advance of the time when the same becomes due under the terms of the Leases, other than security deposits or rental deposits;

(c) not to discount any future accruing Rents;

(d) not to execute any other assignment of or grant any security interest in the License or any Rents relating to the Leases or the Property, except as may be permitted in the Security Documents; or

(e) not do or permit to be done anything to impair the value of the Leases or Rents.

Notwithstanding the foregoing provisions of this paragraph 4, Assignor and Assignee agree that Assignor shall be entitled to take such actions with respect to the Leases as would be taken by a reasonably prudent business person under similar circumstances, including without limitation, amending, modifying, enforcing and terminating the Leases and exercising the rights and remedies of Landlord thereunder in a prudent businesslike manner in accordance with applicable laws, upon default by the tenants under such Leases.

5. Suits; Attornment. Assignor hereby acknowledges that upon maturity of the Indebtedness (whether by acceleration or otherwise), Assignee has the right (but not the obligation) to collect, demand, sue for, attach, levy, recover and receive any Rent, to give proper receipts, releases and acquittances therefor and, after deducting the expenses of collection, to apply the net proceeds in the manner described in Paragraph 6 hereof. In such event, Assignor hereby authorizes and directs any lessee of the Property to deliver any such payment to, and otherwise to attorn all other obligations under the Leases directly to, Assignee. Assignor hereby ratifies and confirms all that Assignee shall do or cause to be done by virtue of this Assignment of Rents. No

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lessee or tenant shall be required to inquire into the authority of Assignee to collect any Rent, and any lessee's or tenant's obligation to Assignor shall be absolutely discharged to the extent of its payment to Assignee.

6. Application of Rents by Assignee. Assignee agrees that it will apply all Rents collected by Assignee as set forth in Paragraph 7.3 of the Mortgage.

7. Remedies. Upon maturity of the Indebtedness (whether by acceleration or otherwise), at Assignee's election, the Assignor's rights to receive, collect and enjoy the Rents shall automatically terminate. Upon maturity of the Indebtedness (whether by acceleration or otherwise), any and all Tenants or other parties to the Leases (other than Assignor) are hereby authorized by Assignor, upon written notice to such tenants or parties by Assignee, to make future payments of Rent to Assignee without further consent of Assignor. Thereafter, Assignee shall have the exclusive right, power and authority to take any and all action as described in Paragraph 5 hereof, regardless of whether a foreclosure sale of the remainder of the Property has occurred under the Mortgage, or whether Assignee has taken possession of the remainder of the Property or attempted to do any of the same. No action referred to in Paragraph 5 or this Paragraph 7 taken by Assignee shall constitute an election of remedies.

8. No Obligation of Assignee. Neither the acceptance by Assignee of this Assignment of Rents, nor the granting of any other right, power, privilege or authority in this Assignment of Rents, nor the exercise of any of the aforesaid, shall (a) prior to the actual taking of physical possession and operational control of the Property by Assignee, be deemed to constitute Assignee as a "mortgagee in possession" or (b) at any time thereafter, obligate Assignee (i) to appear in or defend any action or proceeding relating to the Leases, the Rents or the remainder of the Property, (ii) to take any action hereunder, (iii) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability with respect to any Lease, (iv) to assume any obligation or responsibility for any deposits which are not physically delivered to Assignee or (v) for any injury or damage to person or property sustained in or about the Property.

9. No Merger of Estates. So long as any part of the Indebtedness and the Obligations remain unpaid and undischarged, the fee and leasehold estates to the Property shall not merge but rather shall remain separate and distinct, notwithstanding the union of such estates either in Assignor, Assignee, any lessee or any third party by purchase or otherwise.

10. Re-Assignment of Rents. It is expressly understood that no judgment or decree which may be entered on the Indebtedness shall operate to abrogate or lessen the effect of this Assignment of Rents, but that the same shall continue in full force and effect until the payment and discharge of any and all Indebtedness and all bills incurred by virtue of the authority herein contained have been fully paid out of Rents or by Assignor, or until such time as the Rents may be voluntarily reassigned by Assignee to Assignor. This Assignment of Rents 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 sale or decree, unless the Indebtedness is fully satisfied. Upon the payment in full of the Indebtedness, Assignee agrees to re-assign the Rents to Assignor and to release or terminate this Assignment of Rents.

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11. Gender and Number. In this Assignment of Rents, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely.

12. Successors and Assigns. This Assignment of Rents shall be binding upon Assignor, its successors and assigns, and all parties claiming or occupying the property or any portion thereof, by, through or under Assignor. The rights herein granted and assigned shall extend to Assignee, its successors and assigns.

13. Governing Law. This Assignment of Rents and the rights and obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the state where the Mortgaged Property is located.

14. Severability. If any provision of this Assignment of Rents or the application thereof to any person or circumstances is held invalid or unenforceable to any extent, the remainder of this Assignment of Rents and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

15. Paragraph Headings. The paragraph headings inserted in this instrument are provided only for convenience, and shall not be construed to limit or define in any way the substance of any provision of this instrument.

16. Recourse. The provisions of Paragraph 12.3 of the Mortgage which place certain limitations on the recourse which Assignee may have against Assignor upon the occurrence of an Event of Default are hereby incorporated herein by reference.

17. Accommodation. This Assignment is executed and delivered by Assignor to Assignee as an accommodation for the benefit of Adlarb Real Estate Investment Partnership (herein called "Maker"). Assignor hereby acknowledges that good and valuable consideration has been paid to or has inured to the benefit of Assignor for its execution and delivery hereof, which consideration includes, but is not limited to payment by Maker or at Maker's direction to Assignor or for Assignor's benefit of all or a portion of the sums advanced by Assignee to Maker pursuant to the Note. No renewal or extension of the time of payment of the Indebtedness, no release or surrender of any security for the Indebtedness, no release of any person primarily or secondarily liable on the Indebtedness (including any maker, endorser or guarantor), no delay in enforcement of payment of the Indebtedness and no delay or omission in exercising any right or power with respect to the Indebtedness or this Assignment shall in any manner impair or affect Assignee's rights hereunder. Assignor waives notice of the creation, existence and renewal of Indebtedness.

EXECUTED effective as of the 9th day of November, 1990.

ASSIGNOR:

OPUS NORTH CORPORATION, an Illinois corporation

By: James P. Nygaard
Name: James P. Nygaard
Title: President

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STATE OF MINNESOTA
County of HENNEPIN

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that James P. Nyman, personally known to me to be the President of Opus North Corporation, an Illinois corporation, 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 as such President of Opus North Corporation, he signed and delivered the said instrument, pursuant to authority given by the directors of said corporation, as their 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 official seal, this 17th day of November, 1990.



Margaret L. Knowlton
Notary Public in and for
State of _____

Notary's Printed Name _____

My Commission Expires: _____

THIS DOCUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

JOHN L. WAHLERS, ESQ.
FISCHER, KENDLE & WAHLERS
221 NORTH LASALLE STREET
SUITE 3410
CHICAGO, ILLINOIS 60601
(312) 782-3410

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Secretary of Treasury OFFICE OF THE SECRETARY OF THE TREASURY WASHINGTON, D.C. 20548-0001	

CHICAGO TITLE INS. CO.

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Exhibit "A"

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That part of LOT EIGHT HUNDRED SIX in Kensington Center
Resubdivision Twenty Eight described as follows falling within
Lot 803 in Kensington Center Resubdivision Twenty One (806)-----

in Kensington Center-Resubdivision Twenty Eight in part of the Northeast Quarter (1/4) of
Section 33, Township 32 North, Range 11, East of the Third Principal Meridian, Cook
County, Illinois, according to Plan thereon registered in the Office of the Registrar of Titles
of Cook County, Illinois, on January 16, 1990, as Document Number 3832830.-----

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