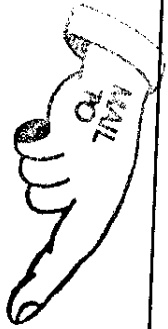


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INSTRUMENT PREPARED BY:

Nicholas Geroulis
Martin & Karczas, Ltd.
161 North Clark Street
Suite 550
Chicago, IL 60601



Doc#: 0405845123
Eugene "Gene" Moore Fee: \$50.50
Cook County Recorder of Deeds
Date: 02/27/2004 12:00 PM Pg: 1 of 14

A00189521

PLEASE RETURN TO:

Village Bank & Trust/
Arlington Heights
311 S. Arlington Heights Road
Arlington Heights, IL 60005

**COLLATERAL ASSIGNMENT OF LESSEE'S
INTEREST IN LEASE**

14^M

THIS AGREEMENT, is made as of the 27th day of JANUARY, 2004, by and between HOST MARRIOTT, L.P., a Delaware limited partnership, as successor in interest to Marriott Corporation, and COURTYARD BY MARRIOTT II Limited Partnership, a Delaware limited partnership (collectively referred to as "Landlord" unless otherwise referred to in their individual capacity); P.P.K., an Illinois corporation ("Subtenant"); Grigorios Kontakos, Nick Papageorgiou, Mike Pagonis and George Pagonis (collectively the "Guarantors"); and SMALL BUSINESS GROWTH CORPORATION, an Illinois corporation and the U.S. SMALL BUSINESS ADMINISTRATION, an agency of the United State Government ("Lender").

WITNESSETH:

WHEREAS, Master Landlord is the landlord under that certain Lease (the "Master Lease"), from LASALLE NATIONAL TRUST, N.A., not personally but, as Trustee under its Trust Agreement dated June 30, 1986 and known as Trust No. 110997 ("Master Landlord") to Marriott Corporation, now known as Host Marriott L.P., a Delaware limited partnership, encumbering a parcel or parcels of land and the

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improvements now existing thereon (the "Master Leased Premises") in Glenview, Illinois as more particularly described in Exhibit "A" attached hereto and made a part hereof, a Memorandum of which was dated February 24, 1988 and recorded April 4, 1988 as document no. 88135536 and re-recorded April 26, 1988 as document no. 88174260;

WHEREAS, pursuant to a certain Ground Sublease Agreement (the "Sublease") dated August 19, 1992, Landlord demised to M.K.S. Enterprises, Inc., a certain portion of the Master Leased Premises together with a certain portion of an adjacent parcel of land more particularly described in Exhibit "B" attached hereto (the "Courtyard Parcel") and made a part hereof which parcels together comprise the "Leased Premises" as more particularly described in Exhibit "C" attached hereto and made a part hereof;

WHEREAS, pursuant to Consent to Assignment of Sublease and Modification of Lease dated May 29, 2002, M.K.S., Enterprises, Inc. assigned its interest in the Sublease and to the Leased Premises to Subtenant and Landlord consented thereto;

WHEREAS, Lender has agreed to lend Subtenant the sum of \$255,000.00 (hereinafter referred to as the "Loan"), evidenced by a Promissory Note in the amount of \$255,000.00, together with interest at the rate shown therein (hereinafter called the "Note"), executed by Subtenant and delivered to Lender and this Agreement shall be effective upon disbursement of the Loan;

WHEREAS, the proceeds of the Loan represented by the Note shall be used by Subtenant in connection with the refinancing of a portion of debt incurred by Subtenant with Village Bank and Trust of Arlington Heights, Illinois (the "Primary Lender"), in connection with Subtenant's acquisition of the business conducted at the Leased Premises;

WHEREAS, Lender's rights under this Agreement shall be inferior to the rights of Primary Lender

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pursuant to a separate Collateral Assignment of Lessee's Interest in Lease of even date herewith between Subtenant and Primary Lender so long as Subtenant is obligated to Primary Lender under the obligations secured thereby; and

WHEREAS, in consideration of making the Loan, Lender requires, as additional collateral for the payment of the foregoing Note, that Subtenant assign to Lender all of Subtenant's right, title, and interest in the estate created by the Sublease.

NOW, THEREFORE, in consideration of the extension of credit by Lender to Subtenant as evidenced by the Note, and of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subtenant hereby collaterally assigns, transfers, and sets over to Lender, as security for the Note, all of Subtenant's rights, title, and interest in the estate created by the Sublease, including without limitation all of Subtenant's rights of possession as Subtenant in and to the Subleased Premises.

This Assignment is given as security for (i) the payment of the principal, interest, and premium, if any, at any time due pursuant to the Note, (ii) payments of all sums, with interest thereon, secured by or becoming payable to Lender hereunder, and all costs and expenses incurred by Lender under the Note, and (iii) performance of each obligation, covenant, condition and agreement of the Lessee contained herein or in the Note. This Assignment is given as security in addition to the security of the Security Agreement on certain personalty and not as a part of the security of said Security Agreement. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Security Agreement. The Lender shall not be required to resort first to the security of this

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Assignment or of the Security Agreement before resorting to the security of the other, and the Lender may exercise the security hereof and of the Security Agreement concurrently or independently and in any order or preference.

2. Until all indebtedness of Subtenant to Lender becoming due under the Note is fully satisfied and Lender delivers to Subtenant and Landlord an assignment and release of all rights hereunder, Subtenant agrees to make each payment of rent and each other payment (hereinafter called a "Sublease Payment" and collectively called "Sublease Payments") of every kind and nature under the Sublease and to perform all of its other obligations under said Sublease that may be required to keep said Sublease in full force and effect.

3. Subtenant agrees that it shall not amend, modify, cancel, terminate or assign the Sublease for any cause whatever, or agree to any waiver of the terms thereof without the prior written consent of Lender being first obtained.

4. Subtenant warrants to Lender that all obligations of Subtenant heretofore arising under the Sublease have been performed, and covenants and agrees to perform all obligations, covenants, conditions, and agreements arising hereafter under the Sublease, in such manner as to give Landlord no cause or grounds for terminating the Sublease.

5. If any default in the terms of the Sublease occurs, whether caused or claimed to be caused by Landlord or the Subtenant, Landlord and Subtenant shall promptly notify Lender thereof in writing at 2401 W. WHITE OAKS DR., SPRINGFIELD, IL 62704. Should any such default occur or should Landlord or Subtenant fail to do any act as herein provided or in any way default in any of the terms and conditions hereof, then Lender, but without obligation to do so, and with twenty days' written notice to or demand on

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Landlord, or Subtenant at the Subleased Premises, and without releasing Subtenant from any obligation herein or in the Note, Security Agreement or Sublease may, but shall not be obligated to, make or do the same and correct any such default in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, and also the right to perform and discharge each and every obligation, covenant, condition, and agreement of Subtenant contained in the Sublease.

6. Lender shall not be responsible for the control, care or management of the Subleased Premises or for the carrying out of any of the terms and conditions of the Sublease on Subtenant's part to be performed. Lender shall not be responsible for any waste committed on the Subleased Premises by Subtenant, and Lender shall not be liable by reason of any dangerous or defective conditions of the Subleased Premises resulting in damages, loss, injury or death of any person or property.

7. An event of default under this Agreement and Assignment shall be deemed to have occurred (a) after default in payment of any installment of principal or of interest on the Note after the same shall become due; (b) upon any event of default under and as defined in the Sublease or any termination, however caused, of the Sublease prior to the expiration of the term of the Sublease or of any extension thereof then in effect; (c) after any other event of default under the Security Agreement (including any default in the performance of Subtenant's obligations under this Assignment) subject to the notice and rights to cure provisions set forth in the Security Agreement; each of which events of default is hereby incorporated herein by reference as if each such event of default were set forth herein.

8. Upon the occurrence of an event of default under this Assignment, the entire principal sum of Subtenant's indebtedness to Lender under the Note shall, together with interest, become due, at the

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option of Lender, and Lender shall have all rights and remedies available at law or in equity.

9. Upon written notification by the Lender, Subtenant shall execute any and all instruments requested by the Lender to carry this Assignment into effect or to accomplish any other purposes deemed by the Lender to be reasonably necessary or appropriate in connection with this Assignment.

10. Subtenant shall pay immediately upon demand by Lender all sums reasonably expended by, and all indebtedness incurred by Lender under the authority of this Assignment, together with interest thereon at the Note rate or the highest rate permitted by law, whichever is lower, and the same shall be added to the sums secured hereby and by the Security Agreement.

11. This Assignment shall be binding upon the successors and assigns of the parties hereto. Lender shall have the right to assign all or any part of its interest under this Assignment at any time in connection with any transfer of the Note evidencing Subtenant's indebtedness to Lender which is secured hereby and shall give notice to Landlord of said assignment and the address of its assignee. Landlord shall have the right to assign all or any part of its interest under this assignment at any time.

12. In the event the Lender, or any purchaser at a Uniform Commercial Code Sale, acquires the Subtenant's interest in and to the Subleased Premises pursuant to the exercise of any remedy provided for in the Security Agreement or otherwise, Landlord agrees to attorn to the Lender, or to such other purchaser, as its new Subtenant and the Sublease shall continue in full force and effect, provided each of the following conditions shall be met:

- a. Lender or such purchaser shall execute an assumption of Sublease agreement, in form reasonably acceptable to Landlord whereby Lender or such purchaser shall assume all of the Subtenant's remaining obligations under the Sublease, as it is subject and subordinate

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to the Ground Lease.

- b. In the event a purchaser desires to assume the Sublease: (i) the purchaser's creditworthiness shall be equal to or greater than the Subtenant's creditworthiness on the date hereof, and the purchaser shall provide evidence to Landlord that it is financially capable of performing its obligations under the Sublease, (ii) the purchaser's character, image or reputation is in keeping with the standards or criteria used by Landlord in leasing, (iii) the intended use of the Subleased Premises is consistent with the Subtenant's allowed use of the Subleased Premises, and (iv) such assumption shall be subject to any and all approval requirements or other terms and conditions of the Sublease, including its incorporation of any provisions in the Lease and mortgage documents governing the use of the Leased Premises.

If all of the above conditions are not met within sixty (60) days after (i) Subtenant has been declared in default under the Note, (ii) Subtenant has been placed in default under the Sublease and such default has not been cured within the time period allowed for cure under the Master Lease and Sublease or (iii) Subtenant has ceased operations on the Subleased Premises, this Agreement shall become null and void, and Landlord shall have the unrestricted right to evict the Subtenant and find a new tenant for the Subleased Premises.

13. No exercise of Lender's rights or remedies hereunder, or acceptance of any rents or other payments from Lender or any purchaser, or any other action or inaction whatsoever (except a written release executed by Landlord) shall relieve the Subtenant or the Guarantors of any of their obligations to Landlord under the Sublease, or be deemed to be a waiver by Landlord of its rights and remedies under

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the Sublease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date and year first above written.

LENDER - ASSIGNEE

SMALL BUSINESS GROWTH CORP.
an Illinois corporation and U.S. SMALL
BUSINESS ADMINISTRATION,
an agency of the U.S. Government

By: [Signature]
Its President

SUBTENANT - ASSIGNOR:

P.P.K., an Illinois corporation

By: [Signature]
Its President

LANDLORD:

HOST MARRIOTT, L.P.,
a Delaware limited partnership
Successor to MARRIOTT CORPORATION
a Delaware corporation

By: Host Marriot Corporation,
a Maryland corporation

By: [Signature]
Its SENIOR VICE PRESIDENT

LANDLORD:

COURTYARD BY MARRIOTT II
A Delaware limited partnership,

By: ^{TWO} CLM II LLC, its general Partner

By: [Signature]
Its VICE PRESIDENT

GUARANTORS:

[Signature]

Grigorios Kontakos

[Signature]
Mike Pagones

[Signature]
Nick Papageorgiou

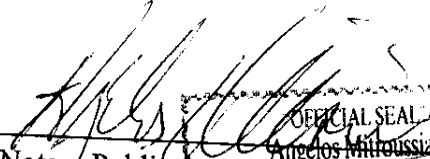
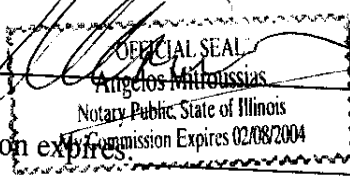
[Signature]
George Pagones

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State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Mike Paganis, known to me to be the same person whose name is subscribed to the foregoing instrument as the President of **P.P.K. INC.**, an Illinois Corporation, 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 corporation, for the uses and purposes therein set forth.

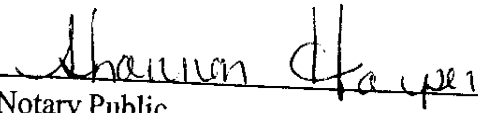
Dated: 1/21, 2003.


Notary Public
My Commission expires: 

State of Illinois)
) ss.
County of Sangamon)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that Douglas L. Kinley, known to me to be the same person whose name is subscribed to the foregoing instrument as the President of **SMALL BUSINESS GROWTH CORP.**, 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 corporation, for the uses and purposes therein set forth.

Dated: 1-27-03, 2003.


Notary Public
My Commission expires: 5-31-06

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State of Maryland)
County of Montgomery) ss.

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that LARRY K. HARVEY, known to me to be the same person whose name is subscribed to the foregoing instrument as the SENIOR VICE PRESIDENT of **HOST MARRIOTT CORPORATION**, a Maryland corporation, as general partner of **Host Marriott, L.P.**, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

Dated: 12/4, 2003.

Linda Bookhuetz
Notary Public
My Commission expires: 1/1/2007

State of Maryland)
County of Montgomery) ss.

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that LARRY K. HARVEY, known to me to be the same person whose name is subscribed to the foregoing instrument as the VICE PRESIDENT of **CBM TWO LLC**, A Delaware limited liability company and general partner of **COURTYARD BY MARRIOTT II**, a Delaware limited partnership, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

Dated: 12/4, 2003.

Linda Bookhuetz
Notary Public
My Commission expires: 1/1/2007

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State of Illinois)
) ss.
 County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that **Grigorios Kontakos, Nick Papageorgiou, Mike Pagonos and George Pagonos**, 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.

Dated: 11/21, 2003.

[Handwritten Signature]
 Notary Public
 My Commission Expires 02/02/2004

OFFICIAL SEAL
 Angelos Mitroussias
 Notary Public, State of Illinois
 My Commission Expires 02/02/2004

Property of Cook County Clerk's Office

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EXHIBIT "A"

MASTER LEASED PREMISES

THAT PART OF LOTS 4 AND 5 IN COUNTY CLERKS DIVISION OF THE WEST ½ OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF THE NORTH LINE OF LAKE STREET AND LYING WEST OF THE WEST LINE OF TOLLWAY, IN COOK COUNTY, ILLINOIS.

04-29-100-169

Property of Cook County Clerk's Office

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EXHIBIT "B"

COURTYARD PARCEL

LOTS 1 AND 2 IN MARRIOTT SUBDIVISION, BEING A SUBDIVISION OF LOTS 5 AND 6 (EXCEPT THAT PART TAKEN FOR ROAD BY DECREE ENTERED IN CASE NO. 75L13045) IN COUNTY CLERK'S DIVISION OF SECTION 30, AND THAT PART OF THE NORTH 100 FEET OF THE SOUTH 173.26 FEET OF THE NORTHEAST 1/4 OF SECTION 30 LYING EAST OF THE CENTERLINE OF MILWAUKEE AVENUE IN TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1988, AS DOCUMENT NO. 8483131 IN COOK COUNTY, ILLINOIS.

04-30-201-011

012

Address of party

2100 Sawtons Road

Northfield