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Doc#: 0616541087 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/14/2008 11:16 AM Pg: 1 of 10

Property of Cook County Clerk's Office

COOK COUNTY RECORDING

10

- DEED
- MORTGAGE
- ASSIGNMENT
- POWER OF ATTORNEY
- RELEASE
- SUBORDINATION AGREEMENT
- OTHER

RETURN TO:

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## COLLATERAL ASSIGNMENT OF LEASES AND RENTS

*2 of 5*  
*E-26868 MER*  
ASSIGNMENT by and between **BUSINESS LENDERS, LLC**, a Delaware limited liability company with an address of 15 Lewis Street, Hartford, CT 06103, ("Grantee") and Daniel W. Winston, an individual with an address of 5220 So. Berkeley Avenue, Unit D, Chicago, IL 60615 ("Grantor") dated as set forth.

### 1. DEFINITIONS

The terms set forth below shall be defined as follows:

- 1.1 "Date of Assignment" is: December 1, 2005.
- 1.2 "Grantor" means Daniel W. Winston
- 1.3 "Grantor's Address" is: 5220 So. Berkeley Avenue, Unit D, Chicago, IL 60615.
- 1.4 "Grantee's Address" is: 15 Lewis Street, Hartford, Connecticut 06103.
- 1.5 "Collateral" means Assigned Leases as defined in Paragraph 1.9 below.
- 1.6 "Loan Documents" means any Loan Agreement, Guarantee, Security Agreement, Mortgage, Deed of Trust, or any other document heretofore, now or hereafter executed by Grantor to Grantee together with all modifications, extensions and/or renewals thereof.
- 1.7 "Event of Default" means each and every event specified in Section 5 of this Assignment.
- 1.8 "Obligations" means all indebtedness, obligations and liabilities of Grantor to Grantee arising out of an Unconditional Guarantee Agreement ("Guarantee") dated December 1, 2005, running from the Grantor to the Grantee securing all indebtedness, obligations and liabilities of Godni Group Incorporated dba The UPS Store #5608 ("Borrower") under a certain SBA Note dated December 1, 2005 in the original principal amount of \$105,000.00 running to Grantee and under a certain SBA Authorization dated September 14, 2005.
- 1.9 "Assigned Leases" means all Leases, subleases or tenancies, and any other agreements, whether written or oral, now existing or hereafter arising with respect to any portion of the mortgaged Property, whether or not recorded, together with all those existing leases listed on **Exhibit B** attached hereto (including any modification, renewal or extension thereof or any agreements in substitution thereof) all rents and other payments of every kind due and payable or to become due and payable to Grantor by virtue of said Leases or otherwise due and payable to Grantor as the result of any use, possession or occupancy of

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any portion of the Mortgaged Property; and all right, title and interest Grantor has in and to all guaranties of the Assigned Leases.

- 1.10 "Mortgaged Property" means the real property known as 8528 So. Calumet Avenue, Chicago, IL 60619, as more particularly described in Exhibit A attached hereto and made part hereof.

To the extent not defined in Section 1, unless the context otherwise requires, all other terms contained in this Agreement shall have the meanings attributed to them by the Uniform Commercial Code in force in the State of Illinois as of the Date of the Agreement.

To the extent not defined in Section 1, unless the context otherwise requires, all accounting terms contained in this Agreement shall have the meanings attributed to them by Generally Accepted Accounting Principles as of the Date of the Agreement.

## 2. GRANT OF SECURITY INTEREST

To secure payment and performance of the Obligations, Grantor hereby pledges, assigns, transfers and grants to Grantee a continuing security interest in and to all of the right, title and interest of Grantor in the Assigned Leases.

- 2.1 So long as no Event of Default has occurred under Section 5 of this Assignment, Grantor shall have a license to manage and operate the Mortgaged Property and to collect, receive and apply for its own account all rents, issues and profits accruing by virtue of the Assigned Leases and to execute and deliver proper receipts therefor.

## 3. SPECIFIC REPRESENTATIONS, WARRANTIES AND COVENANTS WITH RESPECT TO COLLATERAL.

With respect to the Collateral, Grantor hereby represents, warrants and covenants with Grantee as follows:

- 3.1 The Assigned Leases, now or hereafter in effect, are and shall be valid and subsisting, and there are no defaults on the part of any of the parties thereto;
- 3.2 It has not sold, assigned, transferred, mortgaged or pledged any of the rents, issues or profits from the Mortgaged Property or any portion thereof, whether now or hereafter to become due, except in favor of Grantee;
- 3.3 No rents, issues or profits of the Mortgaged Property, or, any part thereof, becoming due subsequent to the date hereof have been collected other than as specifically provided in the Assigned Leases, nor has payment of any of the same been anticipated, waived, released, discounted or otherwise discharged or compromised;

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- 3.4 It will not, without in each case having obtained the prior written consent of Grantee, directly or indirectly amend, modify, cancel, terminate or accept any surrender of any of the Assigned Leases;
- 3.5 It will not waive or give any consent with respect to any default or variation in the performance of any material term, covenant or condition on the part of any lessee, sublessee, tenant or other occupant to be performed under the Assigned Leases, but will at all times enforce all of the provisions and conditions thereof;
- 3.6 It will perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions on its part to be performed and observed with respect to each of the Assigned Leases;
- 3.7 It will, upon written request by Grantee, serve such written notice upon any lessee, sublessee or tenant under any Assigned Lease or any other occupancy of any portion of the Mortgaged Property concerning this Assignment, or include among the written provisions of any instrument hereafter creating any such lease, sublease, tenancy or right of occupancy, specific reference to this Assignment and make, execute and deliver all such powers of attorney, instruments of pledge or assignment and such other instruments or documents as Grantee may reasonably request at any time for the purpose of securing its rights hereunder; and
- 3.8 It will furnish to Grantee, on demand, true copies of all Assigned Leases hereafter executed and true copies of each document affecting the modification, renewal or extension of any Assigned Lease.

## 4. INDEMNIFICATION.

- 4.1 Grantor hereby agrees to indemnify and hold Grantee harmless against and from (i) any and all liability, loss, damage and expense, including reasonable attorneys' fees, that it may or shall incur or that may be asserted under or in connection with any of the Assigned Leases, or by reason of any action taken by Grantee under any of the Obligations (including without limitation any action Grantee in its discretion may take to protect its interest in the Mortgaged Property), and (ii) any and all claims and demands whatsoever that may be incurred by or asserted against Grantor by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants and conditions contained in any of the Assigned Leases.
- 4.2 Nothing contained herein shall operate or be construed to obligate Grantee to perform any of the terms, covenants or conditions contained in any Assigned Lease, or to take any measure to enforce collection of any of the rents, issues or profits or other payments, or otherwise to impose any obligation upon Grantee with

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respect to any Assigned Lease, including, but not limited to, any obligation arising out of any covenant of quiet enjoyment therein contained.

- 4.3 Prior to actual entry into and taking possession of the Mortgaged Property, this Assignment shall not operate to place upon Grantee any responsibility for the operation, control, care, management or repair of the Mortgaged Property, and the execution of this Assignment by Grantor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Grantor prior to such actual entry and taking of possession.

## 5. EVENTS OF DEFAULT AND ACCELERATION

- 5.1 The occurrence of any one or more of the following events shall constitute an Event of Default hereunder,

5.1.1 Failure to perform or observe any covenant, term or agreement herein set forth or set forth in the Guarantee and the Loan Documents.

5.1.2 Any representation or warranty made or deemed made by Grantor herein or in any Guarantee or which is contained in any certificate, document, opinion, or other statement furnished now or at any time shall prove to be incorrect in any material respect on or as of the date made or deemed to be made.

- 5.2 If any Event of Default shall occur, then or at any time thereafter, while such Event of Default shall continue, Grantee may declare all Obligations to be due and payable, without notice, protest, presentment or demand, all of which are hereby expressly waived by Grantor.

## 6. RIGHTS AND REMEDIES

Grantee shall have the rights and remedies set forth in the Guarantee and the following rights and remedies:

- 6.1 Upon the occurrence of any Event of Default, the license granted in Section 2.1 shall cease, and, in such event, in addition to any other Rights and Remedies of Grantee, upon notice to each lessee, sublessee or tenant of Assigned Leases, all rentals thereafter payable to Grantor shall be paid to Grantee;
- 6.2 Grantee shall have the right to enter upon and take possession of the Mortgaged Property and rent same, either in its name or in the name of the owner of record, and receive all rents, issues and profits thereof, then due or becoming due, and any rents, issues and profits collected or received by Grantor thereafter shall be accepted and held for Grantee in trust and shall be promptly paid over to Grantee.

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- 6.3 Grantee shall be accountable to Grantor only for monies actually received by Grantee and the acceptance of this Assignment shall not constitute a satisfaction of any of the Obligations, except to the extent of amounts actually received and applied by Grantee on account of same.

## 7. GENERAL PROVISIONS

- 7.1 This Assignment is a security agreement within the meaning of the Uniform Commercial Code in force in the State of Connecticut.
- 7.2 The General Provisions contained in the Guarantee shall be fully applicable and are incorporated herein as terms and conditions of this Assignment.

## 8. WAIVER OF JURY TRIAL

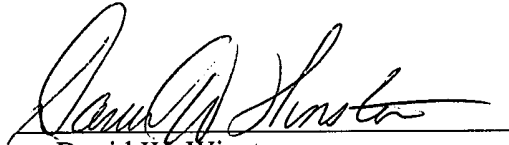

GRANTOR WAIVES TRIAL BY JURY AND CONSENTS TO AND CONFERS PERSONAL JURISDICTION ON COURTS OF THE STATE OF ILLINOIS OR OF THE FEDERAL GOVERNMENT, AND EXPRESSLY WAIVES ANY OBJECTIONS AS TO VENUE IN ANY OF SUCH COURTS, AND AGREES THAT SERVICE OF PROCESS MAY BE MADE ON GRANTOR BY MAILING A COPY OF THE SUMMONS TO GRANTOR AT GRANTOR'S ADDRESS. GRANTEE LIKEWISE WAIVES TRIAL BY JURY.

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WITNESSES:

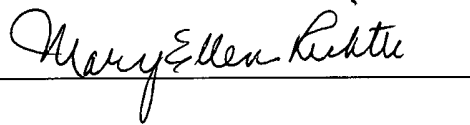
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
David W. Winston  
DANIEL  


STATE OF ILLINOIS     )  
                                  ) ss.  
COUNTY OF COOK     )

*mlr*  
DANIEL

On this 1st day of December, 2005, personally appeared David W. Winston,  
signer of the foregoing instrument, and acknowledged that he signed as his free act and deed, for  
the uses and purposes therein expressed, before me.

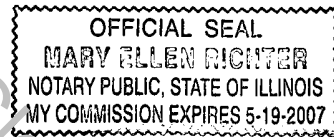
  
\_\_\_\_\_

Notary Public

*Prepared by:*

Please record and return to:

Goodman, Rosenthal & McKenna, P.C.  
Lee B. Ross, Esq.  
977 Farmington Avenue, Suite 200  
West Hartford, CT 06107



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EXHIBIT A  
(Description of Property)

**8528 So. Calumet Avenue, Chicago, IL 60619**

Lot 7 in Duffy's Subdivision of Lots 1 to 46 Inclusive, in Block 2 in Thatcher's Subdivision of the North ½ of the Southeast ¼ of the Southwest ¼ of Section 34, Township 38 North Range 14 East of the Third Principal Meridian in Cook County, Illinois.

20-34-316-019

8528 So. Calumet Ave.

Chicago, IL 60619

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## EXHIBIT B LIST OF EXISTING LEASES

1. Cherie Brown – see attached lease

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# RESIDENCE LEASE

ALL RIGHTS RESERVED

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DATE OF LEASE	TERM OF LEASE		MONTHLY RENT	SECURITY DEPOSIT*
	BEGINNING	ENDING		
July 28, 2003	August 1, 2003	July 31, 2004	\$1,300.00	*1300.00

\*IF NONE, WRITE "NONE". Paragraph 6 of Lease Agreements and Covenants then INAPPLICABLE.

TENANT: **Cherie Brown**  
 LESSOR: **Daniel W. Winston**  
 PREMISES: **8528 S. Calumet**  
 BUILDING:   
 CITY: **Chicago, IL 60619**

In consideration of the mutual agreements and covenants set forth below and on the reverse side hereof (the same being fully included as part of this lease), Lessor hereby leases to Tenant and Tenant hereby leases from Lessor for use in accordance with paragraph 9 hereof, the Single Family Residence designated above (hereafter "Premises") together with the furniture, appliances and other goods and personal property (hereafter collectively "Personal Property") detailed on the rider containing Schedule "A" (and as said Schedule may be amended from time to time by written agreement), for the above Term. All parties listed above as Lessor and Tenant are hereby referred to individually and collectively as Lessor and Tenant, respectively.

### ADDITIONAL AGREEMENTS, AND COVENANTS

NOTE: STRIKE OUT FOLLOWING SENTENCE IF RESIDENCE FURNISHED. THIS IS AN UNFURNISHED RESIDENCE LEASE AND ALL REFERENCES TO "PERSONAL PROPERTY" (OF LESSOR) ARE NOT APPLICABLE AND ARE VOID. EXCEPTIONS NOTED AS FOLLOWS:

*Automatic Renewal of Lease unless provided a 60 Day Termination Notice prior to end of lease terms by either party.*

TENANT(S) \_\_\_\_\_ SIGNATURE(S) \_\_\_\_\_ LESSOR(S) \_\_\_\_\_  
 \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)  
 \_\_\_\_\_ (SEAL) \_\_\_\_\_ (SEAL)

### LEASE AGREEMENTS AND COVENANTS

1. HOMEOWNERS' ASSOCIATION AND COMMON AREA ASSESSMENTS. In leasing the Premises the Tenant acknowledges, accepts and agrees to abide by those certain covenants running with the title to the Premises and the By Laws of the N/A

as set forth in Exhibits A and B, respectively, which are attached hereto and made a part hereof as though herein contained.

As rent, in addition to the Monthly Rent set forth above, Tenant shall pay to \_\_\_\_\_ when due, all assessments or charges payable to the Association under the Covenants of Title or Bylaws.

2. RENT: Tenant shall pay to the Lessor at the above address (or such other address as Lessor may designate in writing) the monthly rent set forth above on or before the first day of each month in advance. THE TIME OF EACH AND EVERY PAYMENT OF RENT IS OF THE ESSENCE OF THIS LEASE TO COVER LESSOR'S ADDED COSTS FOR LATE PAYMENTS, THE MONTHLY RENT SET FORTH ABOVE SHALL BE INCREASED \_\_\_\_\_ IF PAID AFTER THE 5TH OF THE MONTH AND INCREASED \_\_\_\_\_ IF PAID AFTER THE 10TH OF THE MONTH. RENT PAID IN SHALL BE DEEMED PAID ON DATE OF POSTMARK.

3. POSSESSION: At the commencement of the term of this Lease, Lessor shall deliver possession of the "Premises" and "Personal Property" to Tenant. If Lessor fails to do so within 10 days from the date hereof, this Lease shall terminate, unless reaffirmed in writing within an additional 5 days by Tenant. Upon such termination, Lessor shall refund of prepaid rent and security, which shall be Tenant's sole remedy. It is understood that decorative, if any, to be performed by Lessor shall not be a condition precedent to possession or rent.

4. APPLICATION: The application for this Lease and all representations and promises contained herein are hereby made a part of this Lease. Tenant warrants that the information given by Tenant in the application is true. If such information is false, Lessor may at Lessor's option terminate this Lease by giving Tenant not less than 30 days prior written notice, which shall be Lessor's sole remedy.

5. PROMISES OF THE PARTIES: The terms and conditions contained herein shall be conclusively deemed the agreement between the Tenant and the Lessor and no modification, waiver or amendment of this Lease or any of its terms, conditions or covenants shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

6. SECURITY DEPOSIT: Tenant has deposited with Lessor the Security Deposit in the amount set forth above for the performance of each and every covenant and agreement to be performed by Tenant under this Lease. Lessor shall have the right, but not the obligation, to apply the Security Deposit in whole or in part at payment of such amounts as are reasonably necessary to remedy Tenant's defaults in the payment of rent or in the performance of the covenants or agreements contained herein. Lessor's right to possession of the Premises for non-payment of rent or any other reason shall not be affected by the fact that Lessor holds security. Tenant's liability is not limited to the amount of the Security Deposit.

Lessor shall give Tenant written notice of the application of the Security Deposit or any part thereof within thirty (30) days of said application. If the application is an account of maintenance, repairs or replacements necessitated by Tenant, said notice shall include the estimated or actual cost of the same, attaching estimates or paid receipts. Upon receipt of said notice, Tenant shall at once pay to Lessor an amount sufficient to replace the Security Deposit in full. Upon termination of this Lease, full payment of all amounts due and performance of all Tenant's covenants and agreements including surrender of the Premises in accordance with Paragraph 15 of the Security Deposit or any portion thereof remaining unapplied shall be returned to Tenant within thirty (30) days of said termination without interest. If Lessor fails to return all or a portion of Tenant's Security Deposit, Lessor shall pay to Tenant an amount equal to two (2) month's rent as liquidated damages.

In the event of a sale, lease, or other transfer of the Premises, Lessor may transfer or assign said Security Deposit to Lessor's grantee, lessee, or assignee. Provided said grantee, lessee or assignee by written undertaking addressed to Lessor assumes all Lessor's obligations hereunder. Tenant agrees to look to such grantee, lessee or assignee solely for the return of said Security Deposit. The provisions herein shall apply to each and every sale, lease or other transfer of the building.

7. CONDITION OF PREMISES, PERSONAL PROPERTY, MAINTENANCE, LESSOR DEFENSES: A. Tenant hereby declares that Tenant has inspected the Premises and Personal Property and that Tenant is satisfied with the physical condition thereof. TENANT AGREES THAT NO REPRESENTATIONS, WARRANTIES, IMPLIED OR OTHERWISE, OR COVENANTS WITH RESPECT TO THE CONDITION, MAINTENANCE OR IMPROVEMENTS OF THE BUILDING OR OTHER AREAS HAVE BEEN MADE TO TENANT EXCEPT THOSE CONTAINED IN THIS LEASE. THE APPLICATION OR OTHERWISE IN WRITING SUBMITTED BY LESSOR

B. Lessor agrees that Lessor will cause work required of Lessor by the Lease to be performed within a reasonable time after receipt of written notice from Tenant.

C. Lessor covenants that at the Commencement and at all times during the Term hereof, the Lessor shall cause the Premises to be maintained to the following minimum standards:

- (1) Effective weather protection, including windows, windows and doors;
- (2) Plumbing facilities in good working order;
- (3) A water supply which under the control of the tenant is capable of producing hot and cold running water, furnished to appropriate fixtures, and connected to a sewer system;
- (4) Heating, if furnished, or conditioning and ventilation facilities in good working order which, under the control of the Tenant are capable of producing heat (and, if furnished, air conditioning and ventilation) in features provided (and no other) within reasonable accepted tolerances and during reasonable hours. (In the case of heat, minimum tolerances shall be those established by municipal code);
- (5) Gas and/or electrical appliances which are supplied by Lessor in good working order, and appropriate gas piping and electrical wiring system to the extent existing in the Premises maintained in good working order and safe condition;
- (6) Floors, stairways, and ceilings in good repair; and
- (7) Floors, walls and ceilings in good repair and safe condition.

D. It is, however, understood and agreed that buildings are physical structures subject to wear, tear, abuse, inherent defects and numerous forces causing disrepair or breakdown beyond Lessor's reasonable control, and that components and skilled workmen are not always immediately available. It is, therefore, understood and agreed that Lessor's delay in performing agreements set forth in Paragraph 7B, interruptions in services provided by Lessor, breakdowns of equipment or disrepair caused by (1) conditions caused by Tenant members or Tenant's household, guests or other persons on the Premises with Tenant's consent; (2) Tenant's unreasonable refusal of or other interference with entry of Lessor or Lessor's workmen or contractors into the Premises for purposes of correcting defective conditions; (3) lack of reasonable opportunity to Lessor to correct defective conditions; (4) conditions beyond Lessor's reasonable control, including strikes or lockouts; (5) Lessor's not having actual knowledge of such defective conditions; or (6) Lessor's having exercised due care but such defective conditions continuing to persist, shall be an absolute defense in any action against Lessor for breach of covenant based upon the duties of Lessor to maintain the Premises, Lessor's failure or inability to make repairs or provide services in any of the just described circumstances shall in no event form the basis of any claim or suit for damages against Lessor nor a basis for an abatement of rent nor a cause for termination of the Lease.

E. Nothing herein contained shall in the event of fire, explosion or other casualty impose upon Lessor any obligation to make repairs which are more extensive or different from those required by the provision of paragraph 15 of this Lease (Fire & Casualty).

8. UTILITIES: Tenant agrees to establish and maintain in Tenant's name accounts with the Water Department or Agency, Electric Company, Gas Utility Company, Fuel Supplier, Sewerage and Telephone Company ("Utility Services") for services to the Premises and to pay for said services promptly when billed. Tenant acknowledges that the lack of certain utilities to the Premises can cause severe damage to Premises (for example, a lack of fuel can cause freezing, bursting of pipes with extensive resulting damage to walls, ceilings and floor) and agrees that if, as a result of Tenant's failure promptly to pay any Utility Services, and Utility Services are stopped or interrupted and damage results, Tenant shall be absolutely liable to Lessor for such damage. Lessor shall have the right to make any such utility payment when due, which amounts shall immediately become due Lessor from Tenant as additional rent hereunder.

9. TENANT'S USE OF PREMISES: The Premises shall be occupied solely for residential purposes by Tenant, those other persons specifically listed in the Application for this Lease, and any children which may be born to or legally adopted by Tenant during the Term. Unless otherwise agreed in writing, guests of Tenant may occupy the Premises in reasonable numbers for no more than three weeks during each year of the Term hereof. Neither Tenant nor any of these persons shall perform nor permit any practice that may damage the reputation of or otherwise be injurious to the Premises or Neighborhood, or be disturbing to neighbors, be illegal, or increase the rate of insurance on the Premises. Tenant shall not leave the Premises for extended periods without leaving a responsible party to inspect the Premises not less than once every two days. Tenant shall, in addition, comply with the following:

- 1. No animals without written consent of Lessor or Lessor's agent (which may be revoked on 101 ten day's notice at any time)
- 2. Carriages, bicycles, sleds and the like are to be stored only in appropriate places inside the Premises.
- 3. Clothes washers and dryers, unless otherwise by Lessor provided, shall be installed in the basement. Tenant shall not hang clothes outside.
- 4. The use of garbage receptacles or incinerators shall be in accordance with city regulations
- 5. No sign, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, inscribed, painted, affixed or exposed on or at any window or any part of the outside or inside of the Premises without the prior written consent of the Lessor
- 6. No sawings or other projections including air conditioners, television or radio antennas or wiring shall be attached to or extended from or beyond the outside walls of the Premises.
- 7. The nails, screws and other plumbing fixtures shall not be used for any purpose other than for those for which they were designed. No sawing, cutting, nailing or any other improper practice shall be thrown away through any damage resulting from misuse of such facilities shall be paid by the Tenant
- 8. No furniture filled with a liquid or semi liquid shall be brought in or used in the Premises which is contained in paper frame and liner without the prior written consent of the Lessor

10. TENANT'S UPKEEP: Tenant covenants to perform the following obligations during the term hereof: (A) maintain the Premises, appurtenances, and Personal Property, in a clean, sanitary and safe condition; (B) if not part of Personal Property provide adequate and appropriate receptacles for garbage and rubbish and