10-23-270 DF miles

ASSIGNMENT OF LANDLORD'S INTEREST IN LEASES

MARIA WILLIAMS ("Assignor") HENRY C. WILLIAMS and landlords and owners of certain leases at property commonly known as 115-123 Clyde, Evanston, Illinois, jointly and severally, in consideration of TEN DOLLARS (\$10.00) and other good valuable considerations paid by GIBRALTAR MONEYCENTER, INC., a California corporation (the "Assignee"), assigns to Assignee, all of their right, title and interest as Landlord in and to the lease or leases (the "Leases") with the Tenant or Tenants ("Tenants") described in Exhibit B, covering a portion or portions of the real estate described on Exhibit A ("Premises"), together with any extensions, modifications or renewals of the Leases, guarantees of Tenants' performances, and any further leases upon all or any part of the Premises; and together with the rent reserved in the Leases and all other rents, income, receipts, revenues, issues and profits issuing from all or any part of the Premises, whether due or to become due ("Rents").

The purpose of this assignment is to secure (1) that certain Mortgage Note, and any extensions and renewals thereof, made by Assignor, payable to the order of Assignse, dated December 3, 1985, in the principal amount of Three Hund'e' Ninety Thousand Dollars (\$390,000.00) (the "Note") and secured by a Mortgage and Security Agreement upon the premises (the "Mortgage"): (2) the payment of any future indebtedness of the Assignor Assignee, evidenced by any other notes secured by the Mortage or any agreement modifying, extending or consolidating the Mortgage; and performance of every obligation, and (3) payment of all other sums which may become due and payable, under the provisions of this Assignment or of the Note and Mortgage.

THE COUNTY LILINOIS

18 5 DEC -4 PH 1: 04

85307957

ASSIGNOR REPRESENTS AND COVENANTS, AS FOLLOWS:

- 1. <u>Good Title</u>. Assignor has good title to the Leases, and good right to assign the same and no person, firm or corporation other than Assignor and the Tenants have any right, title or interest in the Lease.
- 2. <u>Valid Leases</u>. The Leases are valid, in full force and effect, and are unmodified, except as specified in Exhibit B; there exist no defaults under any of the Leases; and there exist no acts or omissions have occurred which would with the lapse of time or the giving of notice, or both, constitute an event of default under the Leases.
- Rents have been sold, assigned, pledged, anticipated, waived, discharged or compromised; no advance collections of Rents has been made; no further sale, assignment, pledge, anticipation, waiver, discharge or compromise of the Leases, or Rents shall be made; Rents are payable at the direction of Assignee; if Assignee directs that Rents be paid to Assignor, Assignor makes this assignment with the understanding that there shall be no interference by Assignee with the management of the Premises or the collection of Rents by the Assignor unless and until there shall have been a default in making the payment provided for in the Note or in carrying out the terms and provisions of the Mortgage.
- 4. <u>Compliance with Leases</u>. Assignor will comply with the terms, covenants, and conditions of the Leases and, at its sole cost and expense, secure compliance by the Tenants.
- 5. <u>No Lease Modifications</u>. Without the prior written consent of Assignee, Assignor will not: modify or waive the terms and conditions of the Leases, and, without limiting the generality of the foregoing, reduce Rents or shorten the terms of the Leases;

Property of Cook County Clerk's Office

or consent to any cancellation of the leases or surrender of the Premises, nor to any assignment or subletting of the Premises, except where required by the terms of the Leases; any of the above action taken without Assignee's consent shall be voidable as to Assignee, at its option.

- 6. Right to Manage. If Assignee has given Assignor notice of default under the Note, Mortgage or this Assignment, Assignee may, without further notice, enter upon, take possession of, manage, and operate the Premises, and generally do all things in connectice with the Premises as fully as Assignor could have done.
- 7. No Merger. The acquisition of the Landlord's estate by the Tenant, in any manner whatsoever, shall not cause, or operate as a merger of the Tenant's leasehold estate, or the demised term, with the Landlord's estate.
- 8. <u>Duty to Defend</u>. Assignor will appear in and defend any action or proceeding arising out of the Leases or its duties as Landlord, at its sole cost and expense; it will indemnify Assignee from all claims asserted and all liability, loss or expense incurred by virtue of the Leases or this Assignment, including costs, expenses and attorneys' fees in any action or proceeding in which Assignee may appear.
- 9. <u>Further Assignments</u>. Assignor will execute and deliver to Assignee additional assignments, upon the same terms, of any and all further leases upon all or any part of the Premises.
- 10. <u>No Assumption By Assignee</u>. Neither acceptance of this Assignment, nor the exercise of any rights granted under this Assignment, shall obligate Assignee to take any action with respect to the Leases or the Premises, nor shall Assignee be deemed a

mortgagee in possession; no act or omission of Assignee with respect to the Note, Mortgage, this Assignment or any other security for the debt shall be deemed a waiver of any rights or remedies which Assignee may have under such instruments, or under any applicable state law.

Binding on Parties. This Assignment applies to, 11. inures to the benefit of, and binds all parties, their heirs, devisees, administrators, executors, successors and legaters. assigns, all tenants, subtenants, subsequent owners of the Premises and subsequent holders of the Note and Mortgage; all obligations of each Assignor are joint and several.

Dated December 3, 1985.

HENRY C. WILLIAMS

Maria M. Williams

MARIA WILLIAMS

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)
the County and State shown above, DO HEREBY CERTIFY that Henry C. Williams and Maria Williams who are personally known to me to be the same persons whose name are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered this instrument as their own free and voluntary act for the uses and purposes set forth.
day of Siven under my hand and Notarial Seal this 3M2
Notary Public
My Commission Empires:
9-18-83

BOX 333-WJ

Mail To:

"strument was prepary vilip L. Pomerance
"DENENBERG AMEN"
"lle Street Illinois 6
346-3100 This instrument was prepared by:
Philip L. Pomerance MUCH SHELIST FREED DENEMBERG AMENT & EIGH, P.C. 135 South LaSalle Street - Suite 2323 Chicago, Illinois 60603 (312) 346-3100

Property of Coot County Clert's Office

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL PROPERTY

Lots 8, 9, 10, and 11 in Block 3 in Niles Howard Terminal Addition, being a Subdivision of that South 6.25 chains (412 1/2 feet) of that part of the North East 1/4 of Section 30, Township 41 North, Fange 14 East of the Third Principal Meridian, lying West of the Right-of-Way of the Chicago and Northwestern Railroad in Cook County, Illinois.

Street Address of Property: Permanent Tax Index Number:

rty
nber:
Or Cook County Clark's Office 115-123 Clyde, Evanston, Illinois

11-30-211-066-0000 AH

Stopperty of County Clerk's Office

æ 当也

ADDRESS	SIZE	Name	RENT	<u>S/D</u>	LEASE DA	ATED
115 - Bsmt ·	Studi	Overstreet	\$265.00	\$265.00	10/12/85	9/30/86
1A	1BR	Gonzales	375.00	375.00	7/ 1/85	4/30/86
2A	1BR	Nelson	350.00	350.00	11/ 9/85 ·	9/30/86
3A .	1BR	Phinn	360.00	360.00	10/ 1/85	9/30/86
- v1B	2BR	Anderson	480.00	480.00	10/ 1/85	9/30/86
2P .	2BR	Kelly	475.00	675.00	5/ 1/85	4/30/86
3B	2BR	Kirksey Chestang	490.00	490.00	11/ 5/85	9/30/86
117 - 1C	1BR	Phillips	370.00	370.00	6/ 1/85	4/30/86
20	1BR	Washington	350.00	350.00	11/12/85	4/30/86
30	15R	Dacres	360.00	360.00	10/ 1/84	4/30/86
10	1BP	Bundley	400.00	400.00	5/ 1/85	4/30/86
2D	1BR	Yarbrough	370.00	370.00	∮ / 1/85	4/30/86
3D	1BR	Glaude	370.00	370.00	(8/ 1/85	9/30/86
119 - 1E	1BR	Brki	390.00	None	8/25/85	9/30/86 🛱
2E	1BR	Johnson	025 00	425.00	·5/ 1/85	4/30/86
3E	1BR	Seals	345.00	345.00	10/ 1/84	4/30/86
1F	1BR	Howard	360.60	570.00	10/ 1/85	9/30/86
2F	1BR	Foale	380.00	None	10/ 1/85	9/30/86
3F	1BR	Glarielad	390.00	585.00	8/17/85	9/30/86
				0.		
121 - 1G	1BR	Smith	360.00	345.00	10/ 1/85	9/30/86
2G	1BR	Thomas	360.00	360.00	10/ 1/85	9/30/86
3 G	1BR	Lufoatant Jn-Laurent	375.00	375.00	10/ 1/85	9/30/86
• 1H 1 .	1BR	James	350.00	350.00	11/15/85	9/30/86
/ 2H	1BR	Sherman	380.00	380.00	10/ 1/85	9/30/86
3H	1BR	Francis *	355, 00	355.00	10/ 1/85	9/30/86
	100		365.00	365.00	11/ 1/85	9/30/86
123 - Bsmt 📉		Desi'r Washington	475.00		10/ 1/84	4/30/86
11	18R	washington	490.00	76.00	, -,	
* 2I	2BR	Charac		490.00	8/ 1/85	9/30/86
31		Shaw	490.00	320.25	10/ 1/85	9/30/86
1J		Edwards	360.00 345.00		10/ 1/85	4/30/86
2.1		Edwards				9/30/86
3 J	1BR	Sconyers	360.00	360.00	10/ 1/85	a/ 20/ 00

Exhibit "B"

1,1 (1) (2) (3) (4) (4) (4) (4) (4) (4) (4) (4) (4) (4						
gere de la dig		and Market				
Sports of S						
gavier i de la de la de						
et ingerg						
10 10 10 10 10 10 10 10 10 10 10 10 10 1						
	0					
.d	0					
attigen in the	· // //					
$\hat{G}^{(k)}(x) = e^{-ix^{k}}$		Oxc				
e e e e		Ox Co				
		0/				
in De two construction		-	/ 1			
			0,			
		** ;	- Yhx			
			1			
				C>		
			COUNTY	0,	SOFFICE	
			4, 4	1	0	
in Marine Marine	2. 2				0,	
Section 1					V/Sc.	
					(0-	
Marie 1999 Control)
Antonio (altri di Antonio)			* 7 *	-		
	t di .				,	
a folker i server i s		21 B			4.3	
		· · ·				
	,**.					
		+ 4				
SACON SAME				•		•

720 70天 38