

# UNOFFICIAL COPY

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Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under all present leases of the Premises described in EXHIBIT "A" attached hereto and made a part hereof ("Premises"), including those leases described on the SCHEDULE OF LEASES (if any) attached hereto and made a part hereof; together with all future leases hereinafter entered into by any lessor or lessors, and all guarantys, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases"), and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing the payment of the indebtedness (including any extensions and renewals thereof) evidenced by a certain PROMISSORY NOTE of Borrower of even date herewith in the principal sum of \$410,000.00 ("Note"), and secured by a certain MORTGAGE, SECURITY AGREEMENT AND FINANCING STATEMENT ("Mortgage"), of Borrower of even date herewith, encumbering the Premises; and

B. The payment of all sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and all other instruments constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and in all other instruments constituting security for the Note.

1. That there is no present lease of the Premises not listed on the SCHEDULE OF LEASES (if one is attached hereto);

2. That the sole ownership of the entire fee interest in the Leases is vested in Borrower. Borrower has not and shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.

3. That each of those Leases listed on the SCHEDULE OF LEASES (if one is attached hereto) is valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Assignee.

4. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor shall any term or condition thereof be waived without the prior written approval of the Assignee.

5. That there is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases and that Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.

6. That Assignor shall give prompt notice to Assignee of each notice received by Assignor or any of them claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.

7. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the Leases.

8. That, without Assignee's prior written consent in each case, Assignor will not surrender, permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.

9. That this Assignment is absolute and is effective immediately, however, until notice is sent by Assignor to the Assignee in writing that an event of default has occurred under the Note or under any other instrument at any time constituting security for the Note, each such notice is hereafter called a "Notice". Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

10. That if any event of default occurs at any time under the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings, and (i) there is a deficiency) during the redemption period (if any).

11. That Borrower hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor (from and after the service of a Notice) to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or in the name of Borrower or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.

THIS ASSIGNMENT is made as of December 5, 1986 by \_\_\_\_\_ Pickles, Peppers & Pals, Inc.

whose mailing address is c/o Fluky's, 6821 N. Western, Chicago, Illinois 60645

(hereinafter called "Borrower") to Affiliated Bank/North Shore National

1737 W. Howard Street, Chicago, Illinois 60626

whose mailing address is \_\_\_\_\_ (hereinafter called "Assignee"). Borrower is hereinafter sometimes called "Assignor."

WITNESSETH

86587804

ASSIGNMENT OF RENTS AND LEASES

Loan No. \_\_\_\_\_

# UNOFFICIAL COPY

OR BOX 420

Chicago, Illinois 60645  
Attn: Cary Hoger

Chicago, Illinois 60645  
1737 W. Howard Street  
David L. Husman

MAIL TO: AFFILIATED BANK/NORTH SHORE NATIONAL

This Instrument Prepared By:

My Commission Expires Jan 5, 1988

Notary Public

*Robert O. Burt*  
Notary Public

Given under by hand and Notarial Seal, this 5<sup>th</sup> day of December, 1987, delivered the said instrument of writing as their free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

On the 5<sup>th</sup> day of December, 1987, before me personally came Jack Drexler, President, Pickles, Peppers & Pals, Inc. who are personally known to me to be the same persons whose names are subscribed to the foregoing Assignment of Rents and Leases as such President, Vice President/Secretary and Treasurer/Assistant Secretary of Pickles, Peppers & Pals, Inc. and Jeffrey Levin, Vice President/Secretary and Terrell Sachman, Treasurer/Assistant Secretary of Pickles, Peppers & Pals, Inc. before me personally came Jack Drexler, President, Jeffrey Levin, Vice President/Secretary and Terrell Sachman, Treasurer/Assistant Secretary of Pickles, Peppers & Pals, Inc.

STATE OF ILLINOIS  
COUNTY OF COOK

BY: *Jack Drexler*  
Jack Drexler, President  
BY: *Jeffrey Levin*  
Jeffrey Levin, Vice President/Secretary  
BY: *Terrell Sachman*  
Terrell Sachman, Treasurer/Asst. Sec'y.

See Exhibit A and Exhibit B for legal description and description of lease

The term "Assignor," "Assignee," and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of, or waiver, amendment, change, modification or discharge is sought.

Each Notice given pursuant to this Assignment shall be sufficient at the address of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail. The term "Assignor," "Assignee," and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of, or waiver, amendment, change, modification or discharge is sought.

14. That Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases.

15. That this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

16. That Assignee may (a) take or release other security; (b) release any party primarily or secondarily liable for any of the indebtedness secured hereby; (c) grant extensions, renewals or indulgences with respect to such indebtedness; and (d) apply any other security thereto held by Assignee to the satisfaction of such indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the indebtedness secured hereby.

17. That Assignee may, at its option although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor, and all monies expended in so doing shall be chargeable to the Borrower, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the indebtedness secured hereby, and shall be immediately due and payable.

18. That waiver of, or acquiescence by Assignee in, any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenant, condition or agreement in this Assignment or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether or similar or dissimilar.

19. That the rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note and all instruments constituting security for the Note, and at law and in equity.

20. If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

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THAT PART OF LOT 4 DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH-WESTERLY LINE OF SAID LOT 4, 575.0 FEET NORTHWESTERLY OF THE SOUTH WEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO SAID SOUTH-WESTERLY LINE OF SAID LOT 4, 80.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DECEIVED LINE 25.0 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE, 29.404 FEET TO THE POINT OF INTERSECTION WITH A LINE 58.0 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4; THENCE EAST ALONG SAID LINE 553.0 FEET SOUTH OF AND PARALLEL, 151.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 60.70 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 07 MINUTES 30 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED LINE, 261.29 FEET; TO THE PLACE OF BEGINNING OF THE TRACT OF LOT 4 TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED LINE 122.0 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 175.0 FEET OF SAID LOT 4 (AS MEASURED PERPENDICULARLY TO THE NORTH LINE OF SAID LOT 4) SAID POINT BEING 285.12 FEET EAST OF THE CENTER LINE OF GREENWOOD AVENUE (AS MEASURED ALONG THE SOUTH LINE OF THE NORTH 175.0 FEET AFORESAID); THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 175.0 FEET AFORESAID, 233.21 FEET TO THE EASTERLY LINE OF GREENWOOD AVENUE AS PER DOCUMENT 11200347; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID GREENWOOD AVENUE, 69.71 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AFORESAID; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, 190.37 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 213.47 FEET TO THE PLACE OF BEGINNING, IN OWNERS SUBDIVISION OF THE NORTH EAST FRACTIONAL 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 1/4 OF THE NORTH WEST FRACTION 1/4 OF SAID SECTION 11 AND ALL OF LOTS 2, 3 AND 4 AND ASSESSOR'S DIVISION OF THE EAST 1/4 OF THE SOUTH WEST 1/4 AND THE WEST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION AND THE SOUTH 6.19 ACRES OF THAT PART OF THE WEST 1/4 OF THE SOUTH WEST 1/4 OF SAID SECTION; EAST OF THE CENTER LINE OF MILWAUKEE AVENUE, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A

Rider to Assignment of Rents and Leases

2017 03 03

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11/11/2011

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DEPT-01 RECORDING \$13.00  
#1111 TRN 1168 12/09/86 14:03:00  
#2472 # \* -86-587804  
COOK COUNTY RECORDER

LEASEHOLD ESTATED created by a certain sublease made by Montgomery Ward Develop-  
ment Corporation, a Corporation of Delaware, as Sub-lessor, to Golden Bear  
Family Restaurants, a Corporation of Illinois, as Sublessee, dated August 1,  
1984, a memorandum of which was recorded August 2, 1984 as document number  
271978874 which sublease demises the land for a term of years beginning August  
1, 1984 and ending October 31, 2002.

EXHIBIT B

RIBER TO ASSIGNMENT OF RENTS AND LEASES

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2008



2008

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2008