

UNOFFICIAL COPY

8 6 2 7 2 6 86272652

This Document Prepared By:

Alvin Charles Katz
Neal, Gerber & Eisenberg
208 South LaSalle Street
Chicago, Illinois 60604

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE, dated as of the 26 day of June, 1986, from BRITTANY, LTD., an Illinois corporation ("Assignor") to CLARENCE PERMUT ("Assignee").

WITNESSETH: THAT

FOR VALUE RECEIVED, and intending to be legally bound, Assignor hereby grants, sells, assigns, transfers, sets over and delivers unto Assignee, its successors and assigns, all right, title and interest of Assignor in and to the Lease (as hereinafter defined) demising to Assignor a part of that certain premises and the improvements erected thereon (the "Premises") described in Exhibit A attached hereto and made a part hereof, together with all the Rents (as hereinafter defined) due and to become due to Assignor under the Lease.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever or for such shorter time as is hereinafter set forth, for the purpose of securing the performance and discharge by Assignor of the Obligations (as hereinafter defined).

Assignor hereby covenants, promises and agrees as follows:

1. As used in this Assignment, the following terms shall have the meanings indicated, unless the context otherwise requires:

(a) "Lease" shall mean that certain Store Lease dated July 15, 1964, as amended by Modification of Lease Agreement dated September 3, 1974, and as subsequently amended by Modification of Lease Agreement dated April 8, 1980, and as subsequently amended by Third Amendment to Store Lease dated June 26, 1986, and all modifications, extensions and renewals thereof.

(b) "Obligations" shall include (i) the prompt and punctual payment of each installment of interest, or of principal and interest coming due under that certain Installment Note (the "Note") of even date herewith in the principal amount of \$700,000 from Assignor to Assignee, and (ii) the performance of all

86272652

UNOFFICIAL COPY

8 6 2 7 2 6 5 2

obligations of Assignor under that certain Leasehold Mortgage and Security Agreement of even date herewith (the "Mortgage") encumbering the Lease and securing the Note, and under each other instrument and document given by Assignor to Assignee to evidence, secure or support the indebtedness evidenced by the Note (the Note, the Mortgage, and each such other instrument and document being herein collectively called, the "Loan Documents").

(c) "Rents" shall include all rentals, security deposits and other sums of money due or becoming due to Assignor under any Lease, all of the rents, income, receipts, revenues, issues and profits now due or which may hereafter become due under any sublease, and all rights and remedies which Assignor may have against the Lessor under the Lease, any subtenant under any sublease, or others in possession of any portion of the Premises, and the proceeds of all such Rent, both cash and noncash; including, but not limited to, any termination fee payable to Assignor under Paragraph 21 of the Lease, any damages following default by the Lessor under the Lease or any subtenant under any sublease, and the proceeds of any policy of insurance resulting from destruction or damage to any portion of the Premises.

2. To induce Assignee to accept this Assignment and to advance funds on account of the Obligations, Assignor hereby represents to Assignee:

(a) That Assignor has full right and power to assign the Lease and Rents to Assignee, and has not executed any prior assignment of any of its rights under the Lease or to any portion of the Rents to any person;

(b) That Assignor has not done any act or thing which might prevent Assignee from enjoying the benefits of the Lease and Rents assigned hereby;

(c) That the Lease is valid and enforceable; and

(d) That the Lessor is not in default under any of the terms of the Lease.

3. Assignor hereby covenants, promises and agrees that Assignor will:

(a) Observe, fulfill and perform each and every condition, covenant and provision of the Lease to be fulfilled or performed by Assignor;

(b) Give prompt notice to Assignee of any notice of default given or received by Assignor under the Lease, together with a true copy of such notice and any supporting materials;

(c) At the sole cost and expense of Assignor, enforce the performance or observance of each and every covenant and

86272652

UNOFFICIAL COPY

8 6 2 7 2 6 5 2

condition of the Lease to be performed or observed by the Lessor thereunder;

(d) At the sole cost and expense of Assignor, appear in and defend any action growing out of or in any manner connected with the Lease, Rents or the obligations or liabilities of Assignor thereunder; and

(e) From time to time, upon request by Assignee, execute and deliver to Assignee, acknowledge when appropriate, and record or file in the public records when appropriate, any and all writings, including without limitation further assignments of the Lease or any subleases, financing statements and other writings that Assignee may deem necessary or desirable to carry out the purpose and intent of this Assignment, or to enable Assignee to enforce any right or rights hereunder.

4. Assignor will not, without the prior written consent of Assignee:

(a) Modify or alter the terms of the Lease;

(b) Terminate the term of the Lease;

(c) Pledge, transfer, mortgage or otherwise encumber or assign the Lease or the Rents.

5. Assignee shall not be obligated to perform or discharge any obligation of Assignor under the Lease, or under or by reason of this Assignment. Assignor hereby agrees to indemnify and defend Assignee against, and hold Assignee harmless from: (i) any and all liability, loss or damage which Assignee may or might incur under the Lease or under or by reason of this Assignment; and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation on Assignee's part to perform or discharge any obligation under any of the terms of the Lease. Should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate specified in the Note, shall be added to the Obligations secured hereby and Assignor shall reimburse Assignee therefor, immediately upon demand.

6. Notwithstanding this Assignment or any exercise by Assignee of any of Assignee's rights hereunder, or any law, usage or custom to the contrary, Assignor shall retain full responsibility for the care, control, management and repair of the Premises demised by the Lease, and Assignor hereby agrees to indemnify and defend Assignee against, and hold Assignee harmless from: (i) any and all liability, loss or damage which Assignee may or might incur by reason of any deficiency or alleged deficiency in the care, control, management or repair of the

UNOFFICIAL COPY

8 6 2 7 2 6 5 2

Premises or any part thereof; and (ii) any and all claims and demands whatsoever which may be asserted against Assignee by reason thereof. Should Assignee incur any liability, loss or damage described in the preceding sentence, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the Default Rate specified in the Note, shall be added to the Obligations secured hereby and Assignor shall reimburse Assignee therefor, immediately upon demand.

7. Any default by Assignor in the performance or observance of any covenant, obligation or undertaking of Assignor hereunder shall constitute and be deemed to be a default under each of the Loan Documents, and shall entitle Assignee to exercise any and all of its rights and remedies thereunder.

8. These presents shall not be deemed or construed to constitute Assignee as a mortgagee in possession of the Premises nor to obligate Assignee to take any action hereunder, nor to incur any expenses or perform or discharge any obligation, duty or liability hereunder or under the Lease. However, should Assignor fail to make any payment or to perform any obligation of Assignor hereunder, then Assignee, but without obligation so to do and without releasing Assignor from any obligation herein, may make or do the same, including specifically, without limiting Assignee's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee and performing any obligation of Assignor under the Lease, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and Assignor will pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the Default Rate set forth in the Note, and the same shall be added to the Obligations secured hereby and shall be secured by all the security given for any of the Obligations. Assignee shall give notice to Assignor prior to, or simultaneously with, Assignee's first exercise of its rights under this paragraph, unless conditions render the giving of such notice impractical, but the omission of such notice due to inadvertence or error shall not adversely affect the rights of Assignee hereunder. No more than one notice need be given, one time, by Assignee under this paragraph.

9. After any default by Assignor in the payment of the indebtedness evidenced by the Note, or in the performance of the Obligations or any obligation of either Assignor herein or in any of the other Loan Documents, Assignee, at its option, may: enter upon, take possession of, and operate the Premises; make, enforce or modify the Lease; make any alterations, renovations, repairs and replacements to the Premises which Assignee deems necessary or desirable for the successful operation of the Premises; bring or defend any suits in connection with the Premises, Lease or Rents in its own name or in the name of Assignor; obtain such insurance as Assignee deems desirable; and do any acts which

86272652

UNOFFICIAL COPY

8 6 2 7 2 6 5 2

Assignee deems proper to protect the security hereof until all Obligations secured hereby are paid or performed in full. The entering upon and taking possession of the Premises shall not cure or waive any default or waive, modify or affect any notice of default hereunder. Assignee shall give notice to Assignor prior to, or simultaneously with, Assignee's first exercise of its rights under this paragraph, unless conditions render the giving of such notice impractical, but the omission of such notice due to inadvertence or error shall not adversely affect the rights of Assignee hereunder. No more than one notice need be given, one time, by Assignee under this paragraph.

10. Notwithstanding any provision herein to the contrary, this Assignment of Lease is intended to be an absolute and unconditional assignment from Assignor to Assignee and not merely the granting of a security interest. The Rents and Lease are hereby assigned absolutely and unconditionally by Assignor to Assignee; nevertheless, as long as Assignor shall not be in default hereunder or under any of the Loan Documents, Assignor shall have the right to occupy the Premises, collect Rents, and to retain, use and enjoy the same.

11. Upon the occurrence of a default by the Assignor hereunder or under any of the Loan Documents, Assignee, upon notice to Assignor, may elect to have all Rents assigned hereunder paid directly to Assignee and Assignee may notify the subtenants or any other party or parties in possession of the Premises to pay all of the Rents directly to Assignee, for which this Assignment shall be sufficient warrant. Upon such notice from Assignee to the subtenants, the subtenants are hereby authorized and directed to pay all Rents directly to Assignee, unless or until Assignee otherwise directs the subtenants. Each subtenant's account with Assignor shall be credited with the amount of all Rents so paid by such subtenant to Assignee. Assignor covenants and agrees to release and hold harmless all subtenants from any claim on account of any such payments made directly to Assignee.

12. Assignee may take or release other security, may release any party primarily or secondarily liable for any Obligations secured hereby, may grant extensions, renewals or indulgences with respect to such Obligations, and may apply any other security therefor held by it to the satisfaction of such Obligations without prejudice to any of its rights hereunder. The rights of Assignee to collect said Obligations and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action by it hereunder. The failure of Assignee to avail itself of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

86272652

UNOFFICIAL COPY

8 6 2 7 2 6 5 2

13. This Assignment of Lease shall terminate and become void automatically upon the payment in full of all principal, interest and other amounts due under the Note, and payment of all other amounts due pursuant to any of the Loan Documents.

14. As used herein, each gender shall include the other genders, the singular number shall include the plural, and conversely.

15. These presents shall be construed in accordance with the laws of the State of Illinois and shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Assignee and its successors and assigns.

16. All notices required or permitted to be given hereunder shall be deemed to have been duly given if sent by Certified United States Mail, Return Receipt Requested, to the Assignor at the Property address set forth below, and to Assignee at 7450 North Skokie Boulevard, Skokie, Illinois 60077, or to such other place or places as the parties hereto may from time to time designate for the purpose of receiving notices hereunder.

WITNESS the due execution hereof as of the day and year first above written.

BRITANY, LTD., an Illinois corporation

By: 

Its VP

President

86272652

UNOFFICIAL COPY

8 6 2 7 2 6 5 2

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The foregoing Assignment of Lease was acknowledged before me
this 16th day of June, 1986.

Deborah A. Fuesz
Notary Public

My commission expires:

January 1, 1987

Property of Cook County Clerk's Office

86272652

UNOFFICIAL COPY

8 6 2 7 2 0 5 2

LOTS 29, 30, 31 AND 32 IN ASSESSOR'S DIVISION OF BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 169 OF MAPS, PAGE 82, IN COOK COUNTY, ILLINOIS

STREET ADDRESS: 29 South LaSalle Street, Chicago, IL

PERMANENT TAX NO.: 17-16-204-005-0000

(all) IT

86272652

DEPT-01 RECORDING \$17.90
T#3333 TRAN 0533 07/02/86 11:01:00
#0888 # 4 * 07-272652
COOK COUNTY RECORDER



86272652

17-40

UNOFFICIAL COPY

RETURN TO: NEAL, GERBER & EISENBERG
% ALVIN C. KATZ
208 S. LAUREL #1000
CHICAGO, IL. 60604



Property of Cook County Clerk's Office

500555004

