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COOK COUNTY CLERK
FILED 1987 OCT 9

1987 OCT -9 AM 9:46

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ASSIGNMENT OF LEASE

13.00

WHEREAS, under date of May 1, 1986,
Leavitt Foods, Inc. d/b/a Kettles Food and Deli

as Lessee (hereinafter called "Assignor") entered into an Indenture of Lease with First National Bank of Evergreen Park as Trustee under Trust #4977, as Lessor, (hereinafter called "Lessor") under which Indenture of Lease the Lessor demised to Assignor premises situated at 2156 W. 95th Street, Chicago, in the County of Cook, State of Illinois, which said premises are more particularly described in said Indenture of Lease, subject to the reservations and rights set forth therein, for the term from June 1, 1986 to May 30, 2011; and

WHEREAS, Assignor has heretofore made application to Chicago Industrial Finance Corporation/Small Business Administration (hereinafter called "Assignee" or "Payee") for a loan in the amount of ONE HUNDRED AND FOUR THOUSAND DOLLARS, which loan has been conditionally authorized; and

WHEREAS, said loan is evidenced by a Note dated April 10, 1987, executed and delivered by Assignor, payable to the order of Assignee, in the principal amount of ONE HUNDRED AND FOUR THOUSAND DOLLARS, bearing interest at the rate of _____ per cent

per annum, said principal and interest being payable as in said Note provided (said Note and any note or notes given in extension or renewal thereof being hereinafter referred to as the "Note"); and

WHEREAS, one of the conditions for the making of said loan or any part thereof is the assignment by said Assignor to the Payee named in the above described Note of Assignor's interest in said lease as collateral security for the indebtedness evidenced by the said Note;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and as an inducement to Assignee to make disbursement of said loan, or any part thereof, the Assignor does hereby convey, assign, with the right of re-assignment, transfer and set over unto Assignee all its right, title and interest in, to and under said lease.

LOTS 28 AND 29 AND THE WEST 5 FEET OF LOT 27 IN BLOCK 36 IN HILLIARD AND DOBBINS SUBDIVISION OF ALL THAT PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF PITTSBURGH, CINCINNATI AND ST. LOUIS RAILROAD EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER AND THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION (EXCEPT FROM SAID LOTS THAT PART LYING SOUTH OF A LINE 54 FEET NORTH OF THE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6) IN COOK COUNTY, ILLINOIS.

Commonly known as 2156 W. 95th Street, Chicago, Illinois

FIN: 25-06-321-035-0000 LOT 27
25-06-321-050-0000 LOT 28 AND 29

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Notwithstanding anything herein contained to the contrary, this assignment is made upon the express understanding and agreement that so long as Assignee, or the holder of the Note, has not entered into possession of the property covered by said lease, Assignee, or the holder of the Note, shall not be liable for the performance of any of the obligations, agreements, and covenants, including but not limited to the obligation to pay rent, made or assumed by Assignor as Lessee in connection with said lease and that said Assignor shall, notwithstanding this Assignment, remain liable for the performance of all such obligations, agreements and covenants, including but not limited to the obligation to pay the balance of the rent provided for under said lease as it accrues, the Assignor hereby consents to reassignment of this assignment of lease to the Small Business Administration or any other party.

The Assignor hereby covenants and agrees that the Assignor will not modify or rescind the lease hereby assigned, or any of the terms thereof, without the Assignee's first obtaining the written consent of the Assignee; and that the Assignor will not enter into any new lease or leases of the premises hereinabove identified, or any agreement for the use or occupancy of the premises hereinabove identified or any part thereof, without such written consent of the Assignee.

DATED, this 10th day of April, 1987.

ATTEST:

[Signature]
Corporate Secretary

x
Leavitt Food & Deli, Inc. d/b/a
Kettles Food and Deli

By: [Signature]
Its President

FIRST NATIONAL BANK OF EVERGREEN PARK AS T/U/T #4977 & NOT PERSONALLY

BY: [Signature]
S. Vice President & Trust Officer

Attest: [Signature]
Asst. Trust Officer

SEE RIDER ATTACHED FOR EXECUTION BY TRUSTEE

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10/1/2011

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RIDER ATTACHED TO ASSIGNMENT OF LEASE

DATED April 10, 1987 UNDER TRUST NO. 4977

Executed and delivered by FIRST NATIONAL BANK OF EVERGREEN PARK not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the undertakings and agreements herein made, are made and intended not as personal undertakings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, or shall at any time be asserted or enforced against said Trustee on account hereof or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any being hereby expressly waived and released by all other parties hereto, and those claiming by, through or under them.

FIRST NATIONAL BANK OF EVERGREEN PARK
not individually, but as Trustee Under
Trust No. 4977.

BY [Signature]
Sr. Vice President & Trust Officer

ATTEST:

[Signature]
Assistant Trust Officer

*Unsubscribed
more to Ryan + Moore
155 E A Kongum
Arling Heights, IL
60005*

BOX 333 - HV

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