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COOK COUNTY, ILLINOIS
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ASSIGNMENT OF LEASE

WHEREAS, under date of October 30, 1987,

Phylagaurus, Inc. doing business as Mr. Philly's

as Lessee (hereinafter called "Assignor") entered into an Indenture of Lease with Parkway Bank and Trust Company, as Trustee under Trust #8217, dated

3/19/87 by Demetrios I. Kozonis, as Lessor, (hereinafter called "lessor") under

which Indenture of Lease the Lessor demised to Assignor premises situated

at 4309 N. Milwaukee Ave., Chicago, Il. 60641, 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 75 days after Lessor's work is completed to fifteen years after completion of Lessor's work and

WHEREAS, Assignor has heretofore made application to

Uptown National Bank of Chicago

(hereinafter called "Assignee" or "Payee") for a loan in the amount of

One Hundred Twenty One Thousand Nine Hundred (\$121,900.00) DOLLARS, which loan has

been conditionally authorized; and

WHEREAS, said loan is evidenced by a Note dated January 27, 1988,

executed and delivered by Assignor, payable to the order of Assignee, in the principal amount of One Hundred Twenty One Thousand Nine Hundred (\$121,900.00)

DOLLARS, bearing interest at the rate of Eleven (11) 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.

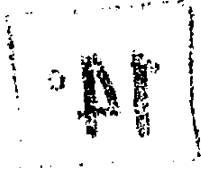
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Notwithstanding anything herein contained to the contrary, this assignment is made upon the express understanding and agreement that so long as Assignee, or the holder of the Note, has not entered into possession of the property covered by said lease, 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 covenants and agrees that the Assignor will not modify or rescind the lease hereby assigned, or any of the terms thereof, without in each instance 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 27th day of January, 1988.

PHYLASAURUS, INC., an Illinois Corporation

Attest: James J. Morlock, Secretary

By: Phyllis Morlock
Phyllis Morlock, President

By: James J. Morlock, Individually

By: Phyllis Morlock
Phyllis Morlock, Individually

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6/20/2022

CONSENT TO ASSIGNMENT OF LEASE

The undersigned, Parkway Bank and Trust Company, as Trustee under Trust #8217, dated March 19, 1987, by Demetrios L. Kozonis, its beneficiary

as Lessor in the lease identified in the foregoing Assignment of Lease, hereby joins in said instrument for the purpose of consenting to such assignment, and to all of the terms and conditions thereof, except, that this consent shall not be deemed or construed to authorize any reassignment of the aforesaid agreement of lease, whether voluntarily, by obligation of law, or otherwise, without the consent in writing of the Lessor thereto in each case first had and obtained. The undersigned hereby certifies that it ~~has~~ has/have no agreements with Assignor with respect to the property covered by the lease or any part thereof, other than those contained in the said Indenture of Lease, for the period covered by such lease, that said lease is valid and binding in accordance with its terms, and that no defaults presently exist thereunder.

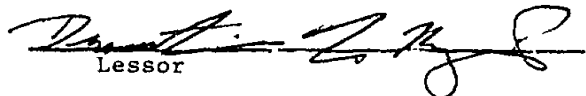
Further, the undersigned agrees that so long as the Assignee has not entered into possession of the premises covered by said lease for the purpose of operating the business, it shall not be liable for the rent or any of the obligations of the Assignor who shall remain liable for the rent and all other obligations contained in said lease.

The undersigned agrees to give the Assignor and the Assignee thirty (30) days' written notice of any default under the terms of said lease as a condition precedent to the termination of the lease before taking any action for the purpose of terminating same for a breach of any covenant, agreement or condition contained in the lease. Such notice shall specify the nature of the alleged default and if such default shall be cured either by Assignor or Assignee within said thirty (30) day period then and in that event the Lessor shall not have the right to terminate the lease pursuant to such notice.

Lessee, its successors or assigns, is hereby granted the privilege to remove at any time any property brought upon the premises or improvements made thereon irrespective of the manner in which such property or improvements may be constructed or affixed to the premises.

The foregoing shall constitute an amendment to the said lease and the provisions hereof shall govern if in conflict with any of the provisions contained in the original lease.

DATED, this 27th day of January, 1988.


Lessor

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this _____ day of _____, 20__.

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6/11/2022

[Signature]

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LESSOR'S AGREEMENT

In order to induce Uptown National Bank of Chicago (herein called "Bank/Administration") to make a loan to the lessee, Phylasaurus, Inc. doing business as Mr. Philly's (hereinafter called "Borrower"), of the City of Chicago, State of Illinois, in the principal sum of One Hundred Twenty One Thousand Nine Hundred Dollars (\$ 121,900.00), which loan is evidenced by a Note, executed by Borrower and naming Bank/Administration as payee, 1 (we), Parkway Bank and Trust Company, as trustee under Trust #8217, dated 3/19/87 by Demetrios L. Kozonis (hereinafter called "Lessor"), of the City of Chicago, State of Illinois, hereby certify and agree with Borrower and Bank/Administration as follows:

1. Lessor certifies that as of a date not more than thirty (30) days prior to any disbursement on account of the loan, Borrower is not in default under any terms of that certain lease dated October 30, 1987, executed by Borrower, and more particularly described as follows: Lots 1 to 7, both inclusive, in Block 2 in Hield and Martin's Milwaukee Avenue Subdivision of the South Half (1/2) of Lot 9 in School Trustees' Subdivision of Section 16, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois. 13-6-78-047 A14K

2. Lessor agrees that in the event of any default under such lease Lessor will not terminate said lease or take any action to enforce any claim with respect thereto without giving to the holder of said Note at least thirty (30) days' prior written notice and the right to cure such default within said period.

3. Lessor agrees that in the event that the holder of the Note should enter into possession of the property covered by the lease, the holder of the Note shall only be liable for the performance of those obligations, agreements, and covenants of the lease that it expressly agrees to perform in a separate written agreement with the Lessor and that the Borrower shall at all times remain liable for performing all the obligations, agreements, and covenants contained in the lease.

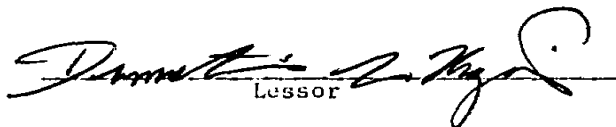
4. Lessor subordinates, to all liens of the holder of the note securing its payment until the indebtedness has been paid in full, every lien of the Lessor on, and every right of the Lessor to institute proceedings to establish any lien or claim against, any or all of the property hypothecated as collateral for said Note.

5. Lessor certified that he/it has full power and authority to execute said lease and this consent and agreement, and has title to the leased premises or such property rights therein as to make effective the vesting in Borrower of rights with respect thereto in accordance with the terms of said lease.

6. Lessor agrees that none of the property of the Borrower now situated, or hereafter placed by Borrower, on said leased premises constitutes, or will constitute, fixtures, nor shall it become a, or considered as, part of the real estate, as such property of the Borrower has been, or will be, placed on said premises with the agreement and understanding that it may be removed therefrom by the Borrower or his (its) successors or assigns.

7. Lessor agrees the provisions of this Agreement shall govern in the event of any conflict in terms and conditions, or the interpretation thereof, between the subject lease and this agreement.

Dated at Chicago, Illinois on the
27th day of January, 19 88.


Lessor

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Box 192

4 of 4 pages

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