

ASSIGNMENT OF LESSOR'S INTEREST IN REAL ESTATE LEASE

UNOFFICIAL COPY

8 0 3 4 7 1 1 3

88347113

FOR VALUE RECEIVED.

Rafferty Properties, an Illinois general partnership consisting of Rafferty, George R.; Rafferty, Carol S.; Rafferty, Michael William; MacAdam, Jane Elizabeth, formerly known as Jane Elizabeth Rafferty; Ann Leslie Allen, formerly known as Ann Leslie Rafferty; Rafferty, Michael William, as Custodian for Alice Abigail Rafferty under the Illinois Uniform Gift to Minors Act; and Rafferty, Michael William, as Custodian for Thomas Jason Rafferty under the Illinois Uniform Gift to Minors Act

\$17.00

Cell 02
7/17/82

(hereinafter called "the Assignor") assigns, transfers, conveys, grants and sets over unto Associates Commercial Corporation of 150 N Michigan Ave, Chicago, IL 6060 (hereinafter called "the Assignee"), all of Assignor's right, title and interest in a Lease dated the 1 day of March, 1983 between the Assignor as Lessor and Southwest Community Services, Inc. as Lessee, concerning the following described real estate:

See Exhibit A attached hereto and made a part hereof.

together with all extensions and renewals thereof and all guarantees of and security for Lessee's obligations. Said Lease and all extensions and renewals thereof are hereinafter collectively referred to as the "Lease".

This Assignment is made for the purpose of securing:

1. Payment of the indebtedness (including any extensions or renewals hereof) evidenced by that note of even date herewith under which the Assignor promises to pay to Assignee the sum of \$ 350,000.00, plus interest

and secured by a certain trust deed, deed of trust or mortgage on real property (each of such trust deed, deeds of trust or mortgage being hereinafter referred to as the "mortgage").

2. Payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions hereof or under the provisions of said note or mortgage.
3. Performance of each obligation to Assignee and in said note or mortgage contained.

Assignor assigns to Assignee all Assignor's right and power to modify, cancel or terminate the terms of the Lease and any attempt on the part of Assignor to exercise any such right without the written consent of Assignee shall be a breach of the terms hereof.

Notwithstanding any language to the contrary herein, such Assignment shall include an assignment of Assignor's rights but shall not include an assignment of any or all of Assignor's obligations and duties under the Lease unless the Assignee, at the Assignee's option, decides to assume such duties, which the Assignee may do at any time after default of this lease or the note and mortgage mentioned above by sending Assignor fifteen (15) days prior written notice by registered mail. The Assignor covenants and agrees, at Assignor's own expense, to perform all obligations of Assignor in such Lease; and agrees that the Assignor will indemnify and hold harmless the Assignee from any losses, costs and expenses (including reasonable legal fees) arising from the Lessee's defenses, counterclaims or offsets based on any actual or claimed failure on Assignor's part to fulfill the Lessor's obligations to the Lessee arising under the Lease or otherwise.

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT ASSIGNOR AGREES:

- (1) At Lessor's sole cost and expense, to perform each obligation of the Lease by Lessor to be performed; to enforce or secure the performance of each obligation of the Lease by the Lessee to be performed; not to modify the Lease, nor accept surrender thereunder; not to anticipate the rents

Mail to: ANDL

88347113

UNOFFICIAL COPY | 3

Property of Cook County Clerk's Office

Assignor agrees that after default of this assignment of the note and mortgage mentioned above, the Assignee may, in Assignor's name, indorse to Assignee "WITHOUT RECORD" all remittances received.

Assignor further warrants that the property has been inspected by the Assignee and accepted with no oral or written objections by the Lessee and no oral or written representations by Assignor other than representations stated in the lease.

Assignor warrants that said Lease is the only binding Lease executed in full force and effect for the property described therein; that the Lease has not been amended, altered or modified in any way, and that the Lease is in full force and effect according to the original terms and conditions thereof. The Assignor warrants that said Lease is the only binding Lease executed in full force and effect for the property described therein; that the Lease has not been amended, altered or modified in any way, and that the Lease is in full force and effect according to the original terms and conditions thereof.

88347113

Assignor warrants to Assignee that (a) Assignor has not executed any lease for any period subsequent to the current period for which rent has already become due and payable unless such unpaid rent is referred to explicitly in the terms of the Lease; (b) there is no default now existing under the Lease; and (c) Assignor has not executed or granted any modification whatsoever of the Lease orally or in writing, and that the Lease is in full force and effect according to the original terms and conditions thereof.

Assignor warrants to Assignee that (a) Assignor has not executed any lease for any period subsequent to the current period for which rent has already become due and payable unless such unpaid rent is referred to explicitly in the terms of the Lease; (b) there is no default now existing under the Lease; and (c) Assignor has not executed or granted any modification whatsoever of the Lease orally or in writing, and that the Lease is in full force and effect according to the original terms and conditions thereof.

To pay immediately upon demand all sums expended to Assignee under authority hereof including reasonable attorney's fees, and the same shall be added to the said indebtedness and shall be secured hereby and by said mortgage.

That should Assignor fail to do any act as herein provided, Assignee, without obligation so to do and without notice to Assignor, may in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its powers, the defense of any action purporting to affect the security hereof or the rights or powers of Assignee, and also the performance of each obligation of Assignor in the Lease contained; and, in exercising such powers, Assignee shall pay necessary costs and reasonable attorney's fees in connection therewith or reimburse Assignee therefor with respect to the Lease received from the Lessee, together with accurate and complete copy thereof.

Assignee, including attorney's fees in a reasonable sum, in any such action in which Assignee may appear.

Assignor, nor Assignor or Assignee shall be liable for the payment of or from the

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

I, Robert W. Earl, Notary Public, a notary public in and for, and residing in the said county of Cook, Illinois, do hereby certify that

STATE OF ILLINOIS
COUNTY OF COOK
SS.

by Michael William Rafferty, as Custodian for Thomas Jason Rafferty under the Illinois Uniform Gift to Minors Act

by Michael William Rafferty, as Custodian for Alice Abigail Rafferty under the Illinois Uniform Gift to Minors Act

by Ann Leslie Allen, formerly known as Ann Leslie Rafferty

by Jane Elizabeth Macadam, formerly known as Jane Elizabeth Rafferty

by Michael William Rafferty

by Carol S. Rafferty

by George R. Rafferty

Rafferty Properties, an Illinois General Partnership

Dated this 27th day of July, 1958.

Glen Ellyn, Illinois 60137

TO ASSIGNEE at 800 West Roosevelt Road, Suite 202, Building "C"

TO THE ASSIGNOR at the address appearing with his signature.

(1x). All notices hereunder shall be in writing and sent by certified mail, addressed as follows:

(vii). The loan evidenced by the note secured by this Assignment was made and shall be construed and interpreted in accordance with the laws of the State of Illinois.

(viii). This Assignment inures to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Lessor" as used herein means not only the Lessor hereby assigned or any extension or renewal thereof, but also any lease subsequently executed by assignor covering the deeded premises or any part thereof. In this Assignment, whenever the context so requires, masculine gender includes feminine and neuter, and singular number includes plural and conversely. All obligations of each assignor hereunder are joint and several.

(ix). The assignment shall be void and of no effect, but the validity of this assignment shall be conclusive evidence of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.

88347113

504 W. 67th St
Chicago, Ill 60649

Property of Cook County Clerk's Office

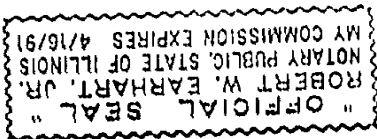
UNOFFICIAL COPY

Property of Cook County Clerk's Office

88347113

Property of Cook County Clerks Office

Common Address: 2200 W. 159th St
Mareham, Illinois
Permanently Index No: 29-18-326-009-0000
29-18-326-027-0000
29-18-326-038-0000



Notary Public

me to be the same person whose name... subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as they carry out, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal, this 27th day of July, A.D. 1987.

Rafferty, George R.; Rafferty, Carol S.; Rafferty, Michael William; Macadam, Jane Elizabeth, formerly known as Jane Elizabeth Rafferty; Ann Leslie Allen, formerly known as Ann Leslie Rafferty; Rafferty, Michael William, as Custodian for Alice Abigail Rafferty under the Illinois Uniform Gift to Minors Act; and Rafferty, Michael William, as Custodian for Thomas Jason Rafferty under the Illinois Uniform Gift to Minors Act, signing as partners for Rafferty Properties, an Illinois general partnership,

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A

PARCEL 1:

LOTS 1 AND 2 IN BLOCK 4 IN WILLIAM A. BARTLETT'S TRANSPORTATION PARK FIRST ADDITION, BEING A SUBDIVISION OF LOTS 1, 2, 3, 4 AND 6 TO 18 INCLUSIVE (EXCEPT THE EAST 75 FEET OF THE SOUTH 125 FEET OF LOT 13 AND EXCEPT THE WEST 75 FEET OF THE EAST 100 FEET OF THE SOUTH 125 FEET OF LOT 15) IN MC INTOSH'S DIXIE HIGHWAY ADDITION, BEING A SUBDIVISION OF PART OF THE SOUTH 40 ACRES LYING WEST OF VINCENNES ROAD, IN THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN PART OF LOT 1 IN MARKHAM PROPERTIES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT NUMBER 20608304 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTH ON THE WEST LINE THEREOF FOR A DISTANCE OF 96 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 119 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 23 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 55 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 119 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 451.53 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON THE SOUTH LINE OF SAID LOT 1 A DISTANCE OF 40 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF LOT 1 IN SAID SUBDIVISION A DISTANCE OF 150 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1 A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON SAID SOUTH LINE A DISTANCE OF 296.63 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE (THE FOLLOWING 5 COURSES BEING ALONG THE EASTERLY BOUNDARY OF LOT 1 IN SAID SUBDIVISION) NORTH A DISTANCE OF 152.86 FEET; THENCE NORTHEASTERLY A DISTANCE OF 4.75 FEET; THENCE NORTH A DISTANCE OF 160.23 FEET; THENCE EAST A DISTANCE OF 241.60 FEET TO THE MOST EASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE A DISTANCE OF 169.88 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 175 FEET; THENCE NORTH ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 100.02 FEET TO THE NORTH LINE THEREOF; THENCE WEST ON THE NORTH LINE OF LOT 1 IN SAID SUBDIVISION A DISTANCE OF 927.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL OF LOT 1 IN MARKHAM PROPERTIES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT NUMBER 20608304, EXCEPT THAT PORTION OF SAID LOT 1 BOUNDED AND DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, SITUATED, LYING AND BEING IN PART OF LOT 1 IN MARKHAM PROPERTIES, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF THE SOUTH WEST 1/4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1969 AS DOCUMENT NUMBER 20608304 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH WEST CORNER OF SAID LOT 1 AND RUNNING THENCE SOUTH ON THE WEST LINE THEREOF, FOR A DISTANCE OF 467.74 FEET TO A CORNER OF SAID LOT 1; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 55.45 FEET TO A CORNER OF SAID LOT 1; THENCE SOUTH ALONG A WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 126 FEET TO THE MOST SOUTHERLY SOUTH WEST CORNER OF SAID LOT 1; THENCE EAST ALONG THE MOST SOUTHERLY SOUTH LINE OF SAID LOT 1, A DISTANCE OF 253.35 FEET TO A POINT; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF LOT 1, A DISTANCE OF 451.53 FEET TO A POINT; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 100 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 451.53 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 40 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 100 FEET; THENCE EAST ON A LINE PARALLEL WITH THE SOUTH LINE OF LOT 1 IN SAID SUBDIVISION, A DISTANCE OF 150 FEET; THENCE SOUTH ON A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 1, A DISTANCE OF 100 FEET TO THE SOUTH LINE THEREOF; THENCE EAST ON SAID SOUTH LINE, A DISTANCE OF 296.63 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 1; THENCE (THE FOLLOWING 5 COURSES BEING ALONG THE EASTERLY BOUNDARY OF LOT 1 IN SAID SUBDIVISION) NORTH A DISTANCE OF 152.86 FEET; THENCE NORTHEASTERLY, A DISTANCE OF 4.75 FEET; THENCE NORTH, A DISTANCE OF 160.23 FEET; THENCE EAST, A DISTANCE OF 241.60 FEET TO THE MOST EASTERLY LINE OF SAID LOT 1; THENCE NORTHWESTERLY ON THE LAST DESCRIBED LINE, A DISTANCE OF 169.88 FEET; THENCE WEST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 175 FEET; THENCE NORTH ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES WITH THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 100.02 FEET TO THE NORTH LINE THEREOF; THENCE WEST ON THE NORTH LINE OF LOT 1 IN SAID SUBDIVISION, A DISTANCE OF 927.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

88347113

UNOFFICIAL COPY

Property of Cook County Clerk's Office

EL 3

UNOFFICIAL COPY

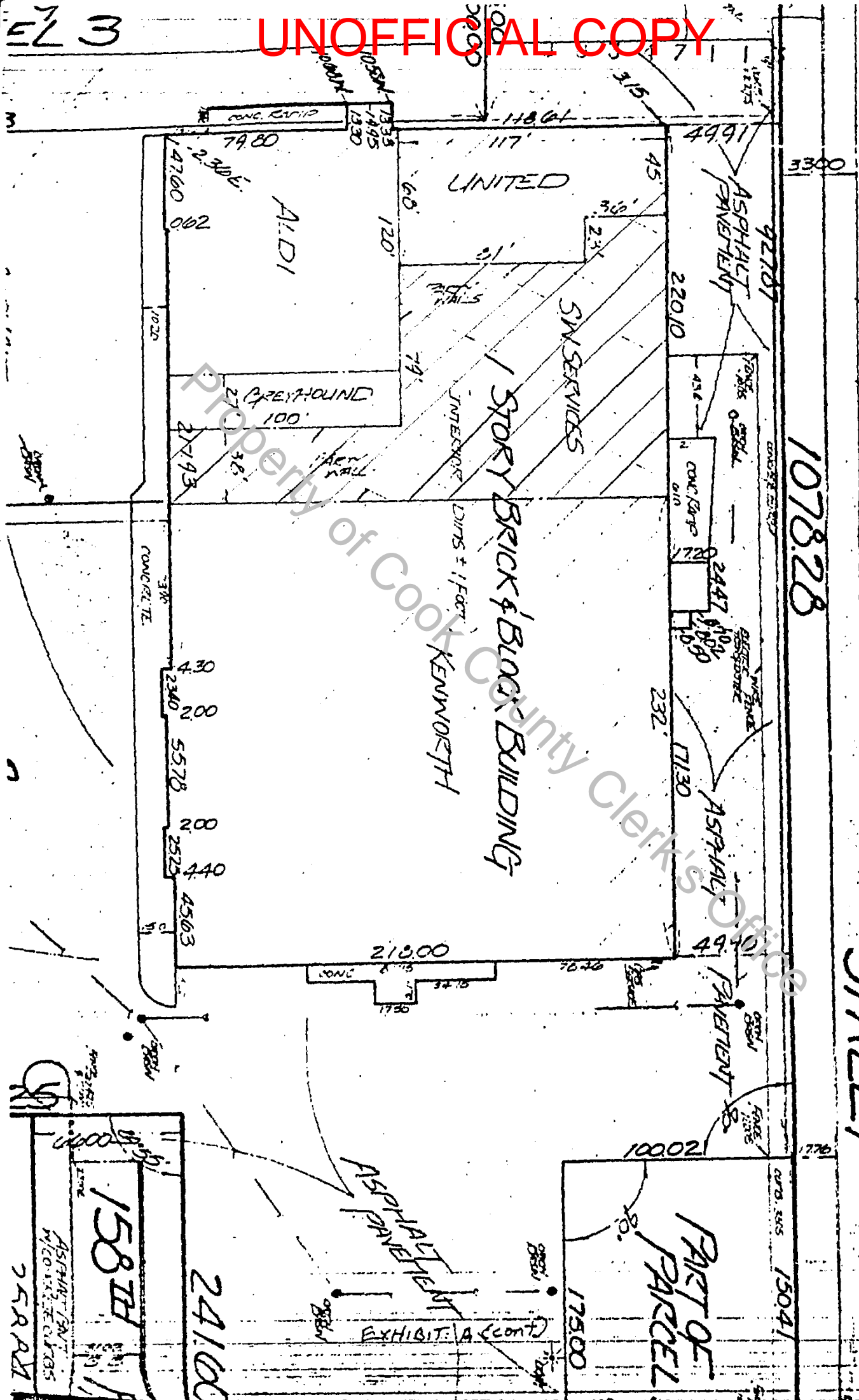
3' ASPHALT PAVEMENT
w/ CONCRETE CURBS

88347113

SOUTH 40 ALINDS BLIND ROAD OF UNINCORPORATED TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD WEST 4 OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

1078.228

STREET



258221

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000