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12-16-36089
(4)

ASSIGNMENT OF LEASE

90469700

from

THE RESTAURANT UNITS CORPORATION

to

BOT FINANCIAL CORPORATION

DEPT-01 RECORDING 132.00
T#2222 TRAN 6850 09/26/90 16.39.00
#0866 # * 90-469700
COOK COUNTY RECORDER

This Document Was Prepared By
And Should Be Returned To:

Csaplar & Bok
One Winthrop Square
Boston, Massachusetts 02110
Attn: William C. Stone, Esq.

Dated as of September 24, 1990

3200

BOX 33A

Property of Cook County Clerk's Office

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STATE OF ILLINOIS

2011

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Property of Cook County Clerk's Office

ILLINOIS STATE ARCHIVES

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ILLINOIS STATE ARCHIVES

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ASSIGNMENT OF LEASE, dated as of September 24, 1990 (herein, together with all supplements and amendments hereto, called this "Agreement"), from THE RESTAURANT UNITS CORPORATION, a Delaware corporation ("Assignor"), as assignor, having an address at 1209 Orange Street, Wilmington, Delaware, to BOT FINANCIAL CORPORATION, a Delaware corporation ("Grantee"), as grantee under the Mortgage (as hereinafter defined), having an address at 125 Summer Street, Boston Massachusetts 02110. The Mortgage is the MORTGAGE AND DEED OF TRUST, dated as of the date hereof (herein, together with all amendments and supplements thereto, called the "Mortgage"), from Assignor to Grantee and the trustees named therein. Capitalized terms used herein but not otherwise defined have the meaning set forth in the Mortgage.

Assignor is issuing its Secured Note due 2000, in the original aggregate principal amount of \$42,600,000 (herein, together with any note issued in exchange or substitution therefor, the "Note") to Grantee. The Note is secured by the Mortgage. The Mortgage creates a security interest in and mortgage lien on Assignor's interest in the parcels of land (the "Land Parcels") listed on Schedule A hereto. Assignor's interest in the Land Parcels and the improvements located thereon and other appurtenant rights with respect thereto are herein collectively called the

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"Properties". As additional security for the Note, Assignor is entering into the undertakings herein set forth.

The Properties have been leased by Assignor to Burger King Corporation, a Florida corporation (herein, together with any corporations succeeding thereto by merger, consolidation or acquisition of their assets substantially as an entirety, called "Lessee"), under a lease, dated as of the date hereof (herein, together with all supplements and amendments thereto and any memorandum or short form thereof entered into for the purpose of recording, registration or filing, called the "Lease").

In order to induce Grantee to purchase the Note and Grantee to enter into and accept the Mortgage, Assignor is entering into the undertakings herein set forth with Grantee and is assigning all of its right, title and interest in, to and under the Lease to Grantee.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor agrees as follows:

1. Assignor, in furtherance of the representations, warranties, covenants and agreements of the Mortgage and as additional security for the payment of the principal of, premium, if any, and interest and all other sums payable on the Note, and of all other sums payable under the Mortgage, and the performance and observance of the provisions

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thereof, has assigned, transferred, conveyed and set over to Grantee and granted a security interest in, and by these presents does assign, transfer, convey and set over to Grantee, and create a security interest in, all of Assignor's estate, rights, title, interest, benefits, powers and privileges, to and under the Lease, together with all estate, rights, title, interest, benefits, powers and privileges of Assignor, as lessor, under the Lease (other than the Excepted Rights and Assignor's right to indemnification under Article XXIV of the Lease), including, but not by way of limitation, (i) the immediate and continuing right to make claim for, receive, collect and receipt for all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards and other sums payable to or receivable by Assignor under the Lease, or pursuant to any provisions thereof, whether as rent or as the purchase price for any interest in the Properties or otherwise (except sums payable directly to any person other than the lessor under the Lease), (ii) Assignor's right to accept or reject Substituted Property pursuant to Section 16.1 of the Lease in exchange for the interest of Assignor in any of the Properties, (iii) the right and power (which right and power are coupled with an interest) upon the purchase by Lessee of the interest of Assignor in a Property pursuant to the Lease, as the case may be, to execute and deliver as irrevocable agent and attorney-in-fact of Assignor an

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

CLERK OF COURT

COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

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appropriate special warranty deed or other instrument necessary to convey the interest of Assignor therein and an appropriate supplement to the Mortgage, Lease and this Assignment (upon the failure of Assignor to execute and deliver such deeds, supplements and other instruments in accordance with Section 4.1 of the Mortgage) to subject the Substituted Property to the lien thereof and the terms hereof, or to pay over or assign to such purchaser those sums to which it is entitled if such purchaser becomes obligated to purchase the interest of Assignor in a Property and to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase and conveyance, as the case may be, (iv) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any purchase, conveyance or termination referred to in clause (iii) above, (v) the right to make all waivers and agreements, (vi) the right to give all notices, consents, releases and other instruments, (vii) the right to give all notices of default and to take all action upon the happening of a default under the Lease, including the commencement, conduct and consummation of proceedings as shall be permitted under any provision of the Lease, or by law or in equity, (viii) the right to receive all notices sent to Assignor, as lessor under the Lease and (ix) the right to do any and all other things whatsoever which Assignor or any lessor is or may be

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entitled to do under the Lease. Grantee's right to receive insurance proceeds and condemnation awards is subject to the rights therein of Lessee under the Lease.

Notwithstanding anything in the foregoing to the contrary, so long as no Event of Default shall have occurred and be continuing under the Mortgage, Assignor shall have the right under the Lease, without the consent of Grantee or the Trustees to execute and deliver the following:

- (i) acknowledgments by Assignor as contemplated by Section 7.3 of the Lease;
- (ii) the granting of estoppel certificates as provided in Section 25.1 of the Lease.

The foregoing are herein referred to as Excepted Rights.

2. While the assignment made in this Agreement is present, direct and continuing, it has been made for the purpose of providing security to Grantee for the performance of Assignor's obligations under the Note and the Mortgage and the execution and delivery hereof shall not in any way impair or diminish the obligations of Assignor under the provisions of the Lease nor shall any of the obligations contained in the Lease be imposed upon Grantee. Lessee shall have no responsibility with respect to the application of any of the amounts paid to Grantee pursuant hereto. Upon payment in full of the Note and all other sums that may be due from Assignor under the Mortgage which are binding upon

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Assignor, said assignment and all rights herein assigned to Grantee shall cease and terminate and all the estate, right, title and interest of Grantee in and to the above-described assigned property shall revert to Assignor, and Grantee shall, at the request and expense of Assignor, deliver to Assignor an instrument in recordable form canceling this Agreement and reassigning to Assignor the above-described assigned property.

3. Assignor hereby designates Grantee to receive all payments of Rent (as defined in the Lease), purchase prices and other sums payable to the lessor under the Lease (but not amounts payable to third parties), and designates Grantee to receive (in addition to, and not to the exclusion of, Assignor) duplicate originals of all notices, undertakings, demands, statements, documents, financial statements and other communications which Lessee is required or permitted to give, make, deliver to or serve pursuant to the Lease. Assignor hereby directs Lessee to deliver to Grantee, at its address set forth above or at such other address or to such other person as Grantee shall designate, all such payments and sums and duplicate originals of all such notices, undertakings, demands, statements, documents, financial statements and other communications, and no delivery thereof by Lessee shall be of any force or effect unless, in the case of such payments and sums, made to Grantee and, in the case of such notices, undertakings,

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demands, statements, documents and other communications, made to Assignor and also made to Grantee, in each case, as herein provided.

4. Assignor represents and warrants to Grantee that Assignor has not executed any other assignment of the subject matter of this Agreement other than the Mortgage, that the Lease is in full force and effect against Assignor, that no default by Assignor has occurred thereunder, and that Assignor does not have actual knowledge after due inquiry of the occurrence of any default by Lessee thereunder.

5. Assignor agrees that said assignment and the designation and direction to Lessee hereinabove set forth is irrevocable and that it will not take any action as lessor under the Lease or otherwise which is inconsistent with said assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. Assignor will, from time to time upon the request of Grantee, execute all instruments of further assurance with respect to this Agreement as Grantee or the Trustee may reasonably specify.

6. Except as expressly permitted by the Mortgage, Assignor will not enter into any agreement subordinating, amending, modifying, extending, or terminating the Lease without the prior written consent thereto of Grantee, and

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Property of Cook County Clerk's Office

Page 10

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any such attempted subordination, amendment, modification, extension or termination without such consent shall be void. If the Lease shall be amended, it shall continue to be subject to the provisions hereof without the necessity of any further act by any of the parties hereto. Assignor hereby consents to the provisions of the consent of Lessee to this Agreement and agrees to be bound thereby.

7. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto, although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument.

8. It is expressly understood and agreed that nothing herein contained shall be construed as creating any liability of Assignor, or any direct or indirect shareholder, owner, partner of or in Assignor, or any of their respective officers, directors, agents, or employees, to perform any covenant, either express or implied, contained herein, all such liability, if any, being expressly waived by Grantee and Lessee and by each and every person now or hereafter claiming by, through or under

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Grantee and Lessee, and that, so far as Assignor is concerned, Grantee and Lessee and any person claiming by, through or under Grantee and Lessee shall look solely to the interest of Assignor in the Properties for the performance of any obligation under this Agreement.

9. THE TERMS AND PROVISIONS OF THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MASSACHUSETTS, except to the extent the jurisdiction in which any Property is located requires that its laws be applied hereto, in which case, to such extent, this Assignment shall be governed by the laws of any such state.

10. By its acceptance hereof, Grantee has agreed for the benefit of Lessee to execute, acknowledge and deliver with reasonable promptness such documents as it may be required to execute, acknowledge or deliver under the Mortgage in connection with the obligations of Lessor to deliver such documents to Lessee under the Lease.

11. This Assignment may be executed in counterparts and each counterpart, for purposes of recording in a particular state, may include as part of Schedule A, legal descriptions of only the Property or Properties located in such state. All counterparts shall constitute one instrument. Each Property referred to in this Agreement is listed in Schedule A hereto and if located in the State in which this Agreement is recorded, is more fully described therein.

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11/15/2011 10:00 AM

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IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed under seal as of the date first above written.

THE RESTAURANT UNITS CORPORATION, a Delaware corporation, as Assignor

AL & PAT
Witness

Richard B. [Signature]
Witness

By: M.A. Ferrucci
Name: M.A. Ferrucci
Title: Vice President

[SEAL]

ATTEST:

AL & PAT
Witness

Richard B. [Signature]
Witness

By: D.E. Godney
Name: D.E. Godney
Title: Assistant Secretary

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

Clerk of the Court

Property of Cook County Clerk's Office

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LESSEE'S CONSENT

BURGER KING CORPORATION, a Florida corporation ("Lessee"), hereby consents to the Assignment of Lease, dated as of even date herewith (the "Agreement"), from THE RESTAURANT UNITS CORPORATION, a Delaware corporation ("Assignor") to BOT FINANCIAL CORPORATION, a Delaware corporation ("Grantee") and agrees as follows:

(a) Lessee consents to the provisions of the Agreement, agrees that Grantee shall have such right to enforce the provisions of the Lease (as defined in the Agreement) as is provided in the foregoing Assignment and agrees to pay and deliver to Grantee all assigned rentals and other sums assigned to Grantee pursuant to the Agreement, without offset, deduction, defense, deferment, abatement or diminution except as expressly provided in the Lease, in accordance with the terms of the Lease (but never in excess of the amounts required thereby), and will not, for any reason whatsoever, seek to recover from Grantee any moneys paid to Grantee by virtue of this Agreement (except for any monies paid in error to Grantee in excess of the amounts required under the Lease). Lessee agrees (i) that all sums payable to Grantee pursuant to the preceding sentence shall be paid by bank wire transfer, in such manner that Grantee shall have "collected funds" on the date on which such sums are due and payable, and (ii) to deliver to

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IN RE: [Illegible]

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Property of Cook County Clerk's Office

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11/11/2011 10:00 AM

Grantee duplicate originals of all notices and other instruments which Lessee may deliver pursuant to the Lease. No payment of such sums or delivery of such notices or other instruments by Lessee shall be of any force or effect unless paid in accordance with written directions from Grantee or delivered to Assignor and the Grantee as provided above. Lessee hereby agrees that it will not pay any Rent prior to such payments scheduled due date, except as expressly provided in the Lease and except if paid to Grantee or if paid pursuant to a letter of direction delivered by Grantee pursuant to paragraph 3 of the Agreement.

(b) Except as expressly permitted by Sections 16.1 and 19.1 of the Lease, Lessee will not enter into any agreement subordinating, amending, modifying, extending, or terminating the Lease without the prior written consent thereto of Grantee, and any such attempted subordination, amendment, modification, extension or termination without such consent shall be void. If the Lease shall be amended, it shall continue to be subject to the provisions of the Agreement and this consent without the necessity of any further act by any of the parties hereto. Lessee will remain obligated under the amended Lease in accordance with its terms, and will not take any action to terminate (except as expressly permitted by the Lease), rescind or avoid the Lease, notwithstanding, to the fullest extent permitted by law, the bankruptcy, insolvency,

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reorganization, composition, readjustment, liquidation, dissolution or other proceeding affecting Assignor or any assignee of Assignor and notwithstanding any action with respect to the Lease which may be taken by an assignee, trustee, or receiver of Assignor or of any such assignee or by any court in any such proceedings.

(c) If Lessee shall purchase Assignor's interest in any Property or Properties, Lessee shall accept an instrument conveying such interest which is executed and delivered by Grantee and/or either Trustee, and which is otherwise in compliance with the Lease, this Agreement and the Mortgage, provided that such instrument is effective to convey all of Assignor's right, title and interest in the subject matter of the conveyance, as approved by Lessee's title insurer at regular rates.

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IN WITNESS WHEREOF, Lessee has caused this consent to Assignment of Lease to be executed on this 24th day of September, 1990.

BURGER KING CORPORATION, a Florida corporation, Lessee

By: Mark Gresi
Name: Mark Gresi
Title: Vice President

Christopher T. Wood
Witness

Edward B. [unclear]
Witness

[SEAL]

ATTEST:

By: Eugene Feola
Name: Eugene Feola
Title: Assistant Secretary

Christopher T. Wood
Witness

Edward B. [unclear]
Witness

Property of Cook County Clerk's Office

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

Clerk of the Court

[Signature]

Property of Cook County Clerk's Office

COOK COUNTY

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Lisa S. Adler, a Notary Public in and for said county in said state, hereby certify that M.A. Ferrucci and D.E. Gedney, whose names as Vice President and Assistant Secretary, respectively, of THE RESTAURANT UNITS CORPORATION, a Delaware corporation, are signed to the foregoing Assignment of Lease, who are known to me and who, being by me duly sworn, acknowledged before me on this date that, being informed of the contents of the Assignment of Lease, they, as such officers and with full authority and on behalf of said corporation by authority of its Board of Directors, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed and that the seal affixed to said instrument is the seal of said corporation.

Given under my hand and seal of office this 24th day of September, 1990.

Lisa S. Adler
(NOTARY PUBLIC)

LISA S. ADLER
Notary Public, State of New York
Registration No. 4916975
Qualified in New York County
Term Expires January 11, 1992

My commission expires:

January 11, 1992

(NOTARIAL SEAL)

Residing in New York County, New York

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STATE OF NEW YORK

COUNTY OF NEW YORK

Property of Cook County Clerk's Office

FILED
JUN 11 1964
CLERK OF COUNTY CLERK'S OFFICE
NEW YORK

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STATE OF NEW YORK)
) ss.:
 COUNTY OF NEW YORK)

I, Joann Victoria Sarna, a Notary Public in and for said county in said state, hereby certify that Mark Giresi and Gene Feola, whose names as Vice President and Assistant Secretary, respectively, of BURGER KING CORPORATION, a Florida corporation, are signed to the foregoing Lessee's Consent, who are known to me and who, being by me duly sworn, acknowledged before me on this date that, being informed of the contents of the Lessee's Consent, they, as such officers and with full authority and on behalf of said corporation by authority of its Board of Directors, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed and that the seal affixed to said instrument is the seal of said corporation.

Given under my hand and seal of office this 19th day of September, 1990.

Joann Victoria Sarna
 (NOTARY PUBLIC)

My commission expires:

August 31st, 1991

JOANN VICTORIA SARNA
 NOTARY PUBLIC, State of New York
 No. 03-1391240
 Qualified in Dutchess County
 Commission Expires Aug 31, 1991

(NOTARIAL SEAL)

Residing in Dutchess County, New York

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STATE OF NEW YORK
COUNTY OF NEW YORK

Property of Cook County Clerk's Office

(10-10-00)

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9 0 4 0 Property Number: 1397

Schedule A

Legal Description

LOT 1 IN BLOCK 1 IN THE SUBDIVISION OF LOTS 2 AND 7 IN A
SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH
EAST 1/4 OF SECTION 9, TOWNSHIP 36 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Street Address: 14340 South Cicero Avenue
Midlothian, Illinois

Permanent
Real Estate
Index No.: 28-09-208-007

Property of Cook County Clerk's Office

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COOK COUNTY CLERK'S OFFICE

CHARGE

CHARGE

CHARGE

CHARGE

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Property of Cook County Clerk's Office

CHARGE

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Property Number: 4293

Schedule A

Legal Description

Lots 16 to 25, both inclusive in Block 17 in the resub-
division of Lots 1 to 24, inclusive, Block 17, Lots 1 to 21,
both inclusive in Block 9, Lots 1 to 21 inclusive in
Block 8, all of Block 19 in Grant Land Association,
resubdivision of Section 21, Township 39 North, Range 13
East of the Third Principal Meridian, in Cook County,
Illinois.

Street Address: 5100 West Cermak Road
Cicero, Illinois

Permanent
Real Estate
Index No.:

16-21-432-015, 16-21-432-016,
16-21-432-017, 16-21-432-018,
16-21-432-019, 16-21-432-020,
16-21-432-021, 16-21-432-022,
16-21-432-023, 16-21-432-024

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Property of Cook County Clerk's Office

Attachment

County of Cook, Illinois

Know all men by these presents, that I, the undersigned, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the files of the Clerk of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the files of the Clerk of the County of Cook, Illinois.

Witness my hand and seal of office this 1st day of January, 1900, at Chicago, Illinois.

Notary Public
My Comm. Expires

Notary Public
My Comm. Expires

Property of Cook County Clerk's Office

1900

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Property Number: 4594

Schedule A

Legal Description

PARCEL 1: (Fee Interest)

Lot 1 (except the South 40 feet thereof) in Wollenhaupt subdivision, a subdivision of the West 473.0 feet of the East 933.60 feet of the South 641.0 feet in the North West Quarter of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, (except that part taken for Lincoln Highway) in Cook County, Illinois.

PARCEL 2: (Fee Interest)

An undivided 1/2 interest in lot 3 in Wollenhaupt subdivision, a subdivision of the West 473.0 feet of the East 933.60 feet of the South 641.0 feet in the North West Quarter of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, (except that part taken for Lincoln Highway) in Cook County, Illinois.

PARCEL 3: (Easement Estate)

Easement for the benefit of parcels 1 and 2, as created by declaration of easement executed by Harold E. Wollenhaupt and Eaton Corporation, a corporation of Ohio, dated May 20, 1977 and recorded May 24, 1977 as document number 23940637 for ingress and egress over the following described land: the South 40 feet of lot 2 (except the South 25 feet thereof) in Wollenhaupt subdivision, a subdivision of the West 473.0 feet of the East 933.60 feet of the South 641 feet in the North West Quarter of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, (except that part taken for Lincoln Highway) in Cook County, Illinois.

Street Address: 4420 West 211 Street
Matteson, Illinois

Permanent
Real Estate
Index No.:

31-22-114-020, 31-22-114-022

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Property of Cook County Clerk's Office

Section 1

Section 2

Section 3 (See Interest)

Section 4 (See Interest)

Section 5 (See Interest)

Section 6 (See Interest)

Section 7 (See Interest)

Section 8 (See Interest)

Section 9 (See Interest)

Section 10 (See Interest)

Section 11 (See Interest)

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ADDENDUM NO. 1

SPECIAL MICHIGAN PROVISIONS

The following provisions shall apply to this Assignment of Lease in the State of Michigan:

1. The following sentence is added at the end of Paragraph 5:

"The rights and remedies of Grantee and the Trustees hereunder are cumulative and not in lieu of, but are in addition to, any rights or remedies which Grantee or the Trustees shall have under the Note, the Mortgage, at law or in equity, including those rights and remedies under Act 210 of the Public Acts of Michigan of 1953 (MCLA § 554.231, 554.232, and 554.233), as amended.

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1/10/2010

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Property of Cook County Clerk's Office

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