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1  
BOOK OF ASSIGNS. & LEESES

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY,  
THAT SAID ASSIGNEE SO LONG AS ASSIGNEE HAS MADE UPON THE EXPRESSES 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,  
INCULDING BUT NOT LIMITED TO THE OBLIGATIONS, AGREEMENTS, AND COVENANTS,  
ASSUMED BY ASSIGNEE AS LESSEE IN CONNECTION WITH SAID LEASE AND  
THAT SAID ASSIGNEE SHALL, NOTWITHSTANDING THIS ASSIGNMENT, REMAIN

ASSIGNEE ALL THE RIGHT, TITLE AND INTEREST IN, TO AND UNDER SAID  
ASSIGNMENT, WITH THE EXCEPT OF REASSIGNMENT, TRANSFER AND SET OVER UNTO  
SAID LOAN, OR ANY PART THEREOF, THE ASSIGNEE DOES HEREBY CONVEY,  
ACKNOWLEDGED, AND AS AN INDUCEMENT TO ASSIGNEE TO MAKE DISBURSEMENT  
GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY  
NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OTHER

WHENAS, ONE OF THE CONDITIONS FOR THE MAKING OF SAID LOAN OR  
ANY PART THEREOF IS THE ASSIGNMENT BY SAID ASSIGNEE TO THE PAYEE  
NAMED IN THE ABOVE DESCRIBED NOTE OF ASSIGNEE'S INTEREST IN SAID  
LEASE AS COLLATERAL SECURITY FOR THE INDENTURE EXECUTED BY THE  
SAID NOTE, ONCE THE PAYEE HAS AUTHORIZED THE PAYEE TO THE  
SAID NOTE;

WHENAS, SAID LOAN IS evidenced by a Note dated June 29,  
1990, executed and delivered by ASSIGNEE, PAYABLE TO THE ORDER OF  
ASSIGNEE, IN THE PRINCIPAL AMOUNT OF \$212,000.00, bearing interest  
AT THE INITIAL RATE OF 12.75% PER ANNUM, paid 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  
1990, EXECUTED AND DELIVERED BY ASSIGNEE, PAYABLE TO THE ORDER OF  
ASSIGNEE, IN THE PRINCIPAL AMOUNT OF \$212,000.00, WHICH LOAN HAS  
BEEN CONDITIONALLY AUTHORIZED; AND  
WHENAS, ASSIGNEE HAS HERETOFORE MADE APPLICATION TO ITM SMALL  
BUSINESSES FINANCIAL CORPORATION (HEREINAFTER CALLED "ASSIGNEE") OR  
"PAYEE") FOR A LOAN IN THE AMOUNT OF \$212,000.00, WHICH LOAN HAS  
BEEN CONDITIONALLY AUTHORIZED; AND

WHENAS, ASSIGNEE HAS HERETOFORE MADE APPLICATION TO ITM SMALL  
BUSINESSES FINANCIAL CORPORATION (HEREINAFTER CALLED "ASSIGNEE") OR  
"PAYEE") FOR A LOAN IN THE AMOUNT OF \$212,000.00, WHICH LOAN HAS  
BEEN CONDITIONALLY AUTHORIZED; AND  
THE RECENTLY DESCRIBED IN SAID INDENTURE SET FORTH THEREIN, FOR THE TERM FROM  
JULY 1, 1990 TO JUNE 30, 1998; AND  
MORE PARTICULARLY DESCRIBED IN SAID INDENTURE OF LEASE, SUBJECT TO  
THE COUNTRY OF COOK, STATE OF ILLINOIS, WHICH SAID PREMISES ARE  
IN THE LESSOR DEMISED TO ASSIGNEE PREMISES SITUATED AT CHICAGO,  
LEASE THE LESSOR DEMISED TO ASSIGNEE PREMISES SITUATED AT CHICAGO,  
LESSOR, (HEREINAFTER CALLED "LESSOR") UNDER WHICH INDENTURE OF  
TRUST AGREEMENT DATED 9-30-86 AND KNOWN AS TRUST NO. 2413, AS  
NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER  
AND SPORTS, INC., AN ILLINOIS CORPORATION AS LESSEE (HEREINAFTER  
CALLED "ASSIGNEE") ENTERED INTO AN INDENTURE OF LEASE WITH COLUMBIAN  
NATIONAL BANK OF CHICAGO, NOT PERSONALLY, BUT AS TRUSTEE UNDER

\$16.00

ASSIGNMENT OF LEASE

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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 29th day of June, 1990.

FRANK'S LIVE BAIT AND SPORTS, INC.,  
an Illinois corporation

*Nicolette Vizzone*  
Nicolette Vizzone  
President

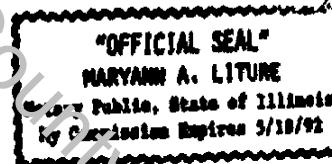
Subscribed and Sworn to before me this 29th day of June, 1990

Maryann A. Litune  
Notary Public

BOX 333-GG

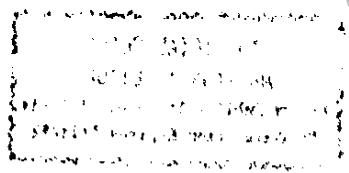
This document prepared by:

*for mail to:*  
Andrew W. Lapin, Esq.  
Lapin & Associates  
300 West Washington Street  
17th Floor  
Chicago, IL 60606



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## CONSENT TO ASSIGNMENT OF LEASE

The undersigned, Columbia National Bank of Chicago, not personally, but as Trustee under Trust Agreement dated 9-30-86 and known as Trust No. 2413, 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, including the right of reassignment. The undersigned hereby certifies that it/he 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 sixty (60) 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 sixty (60) 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.

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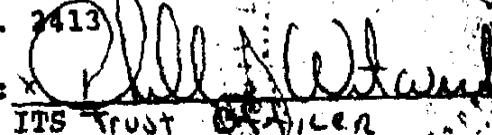
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The foregoing shall constitute an amendment to the said lease and the provisions hereof shall govern if in conflict with any of the provisions contained in the original lease.

DATED, this 29th day of June, 1990.

Columbia National Bank, of Chicago, not personally, but as Trustee under Trust Agreement dated 9-30-86 and known as Trust No. 2413

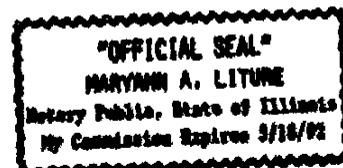
By:   
ITS TRUST DIVISION

Subscribed and sworn to this 29th day of June, 1990.

  
Maryann A. Liturie  
Notary Public

This document prepared by:

Andrew W. Lapin, Esq.  
Lapin and Associates  
300 West Washington Street  
17th Floor  
Chicago, IL 60606



This instrument is executed by COLUMBIA NATIONAL BANK OF CHICAGO, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by COLUMBIA NATIONAL BANK OF CHICAGO, are undertaken by it solely in its capacity as such trustee, and no personal liability shall be incurred by either party against COLUMBIA NATIONAL BANK OF CHICAGO by reason of any of the covenants, statements, representations or warranties contained in this instrument.

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EXHIBIT A3 19739

Lots 4, 5, 6 and 7 in Block 1 in Sulzer's Addition to Ravenswood, being a subdivision of that part lying West of Clark Street in the North 1/2 of the North West 1/4 of the South West 1/4 of Section 17, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

commonly known as 1437-43 W. Montrose, Chicago, Illinois

PIN: 14-17-301-01

RECORD OWNER: Columbia National Bank of Chicago, not personally, but as Trustee under Trust Agreement dated 9/30/86 and known as Trust No. 2413

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