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COLLATERAL ASSIGNMENT OF LEASE - 3900 S. EMERALD

This Collateral Assignment of Lease is made this 30th day of April, 1991, by and between Chiappetti Wholesale Meats Co. ("Assignor"), with a mailing address at 3900 South Emerald Avenue, Chicago, Illinois 60609, and LaSalle Bank Lake View ("Assignee"), with a mailing address at 3201 North Ashland Avenue, Chicago, Illinois 60657.

79.00

WHEREAS, pursuant to and as described in that certain Loan and Security Agreement (the "Loan Agreement") dated the date of this Collateral Assignment of Lease entered into by and between Assignor, Assignee, D.C. Properties, Inc., Don Franco Corp., Dennis Chiappetti and Bryan Chiappetti, that certain Loan (the "Loan") defined in the Loan Agreement have been, or may be, executed and delivered by Assignor to Assignee;

WHEREAS, Assignor is the lessee under a certain Lease ("Lease") with D.C. Properties, Inc., an affiliate of Assignor, a copy of such Lease is attached hereto as Exhibit "A" (the "Exhibit A"), which Lease demises the premises more fully described on the Exhibit (the "Premises"); and

WHEREAS, to secure the payment of the Loan, any renewals, extensions, substitutions or modifications of the Loan and the performance of all other obligations of Assignor under the Loan Agreement and all other documents required thereunder (collectively, the "Documents"), Assignor desires to collatorally assign to Assignee the Lease, together with any and all extensions and renewals thereof.

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NOW, THEREFORE, subject to the provisions of this Agreement, Assignor, for and in consideration of these presents (which are incorporated herein by this reference as an integral part of this Collateral Assignment of Lease) and the mutual agreements herein contained and as security for the payment of the Loan and the performance of the covenants and obligations hereinabove set forth, the receipt whereof is hereby acknowledged, Does Hereby Grant, Sell, Convey, Assign and Transfer unto Assignee all of the right, title and interest of Assignor in, to and under the Lease, together with all rents, income and profits arising from the Lease, and all modifications, renewals and extensions thereof (the Lease and all such modifications, renewals and extensions relating thereto are hereafter collectively included in the term "Lease"). It is the express intention of Assignor to establish, conditioned upon the occurrence and continuance of an Event of Default (as defined in the Loan Agreement), an absolute transfer and assignment of the Lease, and to all the avails thereof, to Assignee. Upon the occurrence of an Event of Default, and so long as such Event of Default is continuing, Assignor does hereby appoint irrevocably Assignee as its true and lawful attorney in its name and stead (with or without taking possession of the Premises), to assign the Lease, rent, sublease, or lot all or any portion of the Premises to any party or parties at such price and on such terms, in its discretion as it may determine, and to collect all of said avails, rents, issues, deposits and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under

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the Lease, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Assignee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

Nothing herein contained shall be construed as deeming Assignee a "party in possession" in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

To protect the security of this Assignment, Assignor agrees:

- a) To faithfully abide by, perform and discharge all of Assignor's obligations, covenants, conditions and agreements pursuant to the Lease, at the sole cost of Assignor. Except with Assignee's prior written authority and consent (which consent shall not be unreasonably withheld or delayed), Assignor shall not cancel or terminate the Lease or materially amend, modify, extend (except on substantially the same terms as currently in effect with a fair market rental increase), renew (except on substantially the same terms as currently in effect with a fair market rental increase), or in any material way alter the terms or provisions of the Lease;
- b) To appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of Lessor and Lessee thereunder, at Assignor's sole cost and expense, and to pay all costs and expenses of Assignee in any action or proceeding in any matter connected with the Lease in which Assignee must appear through no fault of Assignee, including reasonable attorneys' fees and costs;
- c) In the event Assignor fails to make any payment on the Loan or perform any obligation under the

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Documents, or to perform or discharge any of Assignor's duties or obligations under the Lease or this Assignment, Assignee at Assignee's option upon ten (10) days written notice to Assignor (or such lesser notice, as may be reasonable under the circumstances) and without releasing Assignor from any obligation pursuant to this Assignment, may perform or discharge any or all of Assignor's duties or obligations under the Lease in the manner and to the extent Assignee deems necessary to protect Assignee's security interest, including, without limitation, the right to appear in and defend any action or proceeding which may affect Assignee's security interest or Assignee's rights and powers pursuant to this Assignment; in exercising any such powers, Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and costs; and

- d) To pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at the highest rate set forth in the notes evidencing the Loan until repaid to Assignee.

Although it is the intention of the parties that this Collateral Assignment of Lease shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise any of the rights and powers conferred upon it herein until and unless an Event of Default (as defined in the Loan Agreement) shall occur and nothing herein contained shall be deemed to affect or impair any rights which Assignee may have under the Loan, the Loan Agreement, or any other instrument herein mentioned.

Upon or at any time after an Event of Default (as defined in the Loan Agreement) which is continuing, Assignor agrees to surrender to Assignee, and Assignee shall be entitled to: (a) take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Assignee in its discretion may enter upon

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and take and maintain possession of all or any part of said Premises, together with all the documents, books, records, papers and accounts of the Assignor, and may exclude the Assignor, its agents or servants, wholly therefrom and may, as attorney-in-fact or agent of the Assignor, or in his own name as Assignee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment or security of the avails, rents, issues, deposits and profits of the Premises; (b) with or without taking actual possession of the Premises, (i) cancel, amend, modify, extend, renew, terminate or in any way alter the Lease, for any cause or on any ground which would entitle Assignor to do the same; and (ii) obtain or evict tenants, collect, sue for, fix or modify the rents under the Lease and enforce all rights of the Assignor under the Lease; and (c) perform any and all other acts that may be necessary or proper to protect the security of this Collateral Assignment of Lease. Assignor hereby grants to Assignee full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Assignor, including, without limitation, full power to make all the necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious, in its discretion, insure and reinsure

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the same for all risks, incidental to Assignee's possession, operation and management thereof and to receive all such avails, rents, issues, deposits and profits.

Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease relating to said Premises, and Assignor shall and does hereby agree to indemnify and hold the Assignee harmless of and from any and all liability, loss or damage which it may or might incur under this Collateral Assignment of Lease, the Lease or under or by reason of the assignment of the Lease and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or conditions contained in the Lease or this Collateral Assignment of Lease, except for claims or demands based upon Assignee's gross negligence, willful breach of contract or willful misconduct. Should Assignee incur any such liability, loss or damage under the Lease, or under or by reason of the assignment thereof, or in the defense of any claims or demands, except for claims or demands based upon Assignee's gross negligence, willful breach of contract or willful misconduct, Assignor agrees to reimburse Assignee for the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, immediately upon demand.

It is understood and agreed that the provisions set forth in this Collateral Assignment of Lease shall be deemed as a special remedy given to Assignee, and shall not be deemed exclusive of any

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of the remedies granted in the Loan Agreement or any document entered pursuant thereto, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

Whenever the word "Assignee" is mentioned herein, it is hereby understood that the same includes, and shall be binding upon, successors and assigns (including successors by consolidation) of Assignee, and any party or parties acquiring an interest in the Lease or to the Premises by, through, or under Assignor. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the notes evidencing the Loan.

It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by this Collateral Assignment of Lease shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until any and all indebtedness secured by this Collateral Assignment of Lease (in whatever form the said indebtedness may be) shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits or proceeds of sale of the Premises, or by Assignor, or until such time as this Collateral Assignment of Lease may be voluntarily released.

Upon payment in full of the Loan and the notes evidencing the Loan and the performance of the covenants and obligations of

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Assignor under this Collateral Assignment of Lease and of Assignor under the Documents, this Collateral Assignment of Lease shall become void and of no effect, but Assignee's affidavit showing any part of the Loan, the notes evidencing the Loan, or the afore-said obligations remaining unpaid or unperformed shall constitute rebuttable presumptive evidence of the validity, effectiveness and continuing force of this Collateral Assignment of Lease.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed as of the date hereinabove first written.

CHIAPPETTI WHOLESALE MEATS CO.

By: *Alonso Chiappetti*  
Title: *President*

ATTEST:

By: *Bryan Chiffa*  
Title: *(Assistant) Secretary*

+ MAIL TO

This Document Prepared By:

Steven Bright, Esq.  
Boehm & Pearlstein, Ltd.  
33 North LaSalle Street  
Suite 3500  
Chicago, Illinois 60602  
(312) 782-7474

**BOX 333**

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## CONSENT TO COLLATERAL ASSIGNMENT

The undersigned hereby consents to the foregoing Collateral Assignment of Lease and agrees to give to Assignee a copy of any notice of any default of Lessee under the Lease concurrently with the giving of such notice to Lessee. The undersigned hereby certifies to Assignor and Assignee that as of this date the undersigned is the title holder of record to the Premises or the one hundred percent (100%) beneficiary of the trust which is the title holder of record to the Premises.

Dated: April 30, 1991

### LANDLORD:

COLE TAYLOR BANK/FORD CITY  
BANK AND TRUST CO., LAND  
TRUST NO. 4336 DATED MARCH  
1, 1985

By: D.C. PROPERTIES, INC.,  
Beneficiary thereunder

By: [Signature]

Title: [Signature]

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EXHIBIT "A"

LEASE, LOCATION AND  
LEGAL DESCRIPTION

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## LEGAL DESCRIPTION

Lots 1 to 13, Inclusive, in the Subdivision of Block 4 of the Superior Court Partition of the West 1/2 of the North West 1/4 of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT "A"

SECRET

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FILED TO BE ATTACHED TO AND MADE A PART OF THE LEASE BY AND BETWEEN CHIAFFETTI WHOLESALE MEAT CORPORATION, AS LESSEE, AND

22. Real Estate Taxes, etc.--The lessee, as additional rent, shall pay and discharge all such real estate taxes, assessments, and all such other charges or payments of any kind and nature whatsoever, imposed by any governmental or public authority as shall, during the term herein granted, be imposed or become a lien upon the Premises, or which may become due and payable with respect thereto. The lessee shall also pay and discharge, as additional rent, all taxes and assessments which shall or may during the term of this lease be charged, laid, levied, assessed or imposed upon, or become a lien upon the personal property of the lessee in the operation of the premises or in connection with the lessee's business conducted on the premises.

23. Insured--During the term of this lease, the lessee, at its sole cost and expense, and for the mutual benefit of the lessor and the lessee, shall carry and maintain the following types of insurance:

- (a) Fire and extended coverage insurance covering the leased premises against loss or damage by fire and against loss or damage by other risks now or hereafter embraced by "extended coverage", so called, in amounts agreeable to lessor and lessee which may be from time to time amended, and
- (b) Comprehensive public liability insurance, including property damage, insuring lessor and lessee against liability for injury to persons or property occurring in and about the leased premises or arising out of the ownership, maintenance, use or occupancy thereof, in an amount agreeable to the lessor and lessee which may be from time to time amended.

LESSEE:  
CHIAFFETTI WHOLESALE MEAT CORPORATION,  
an Illinois Corporation

By: *Dennis Chiappetti*  
Dennis Chiappetti, President

LESSOR:  
Ford City Bank & Trust Co. of  
Chicago, an individual, but  
as trustee under trust No. 4336  
dated 3/1/57, by C.C. Properties, Inc  
Beneficiary  
By: *Dennis Chiappetti*  
Its authorized officer

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If this instrument is executed by a corporation, such execution has been authorized by a duly adopted resolution of the Board of Directors of such corporation.

This lease consists of \_\_\_\_\_ pages numbered 1 to \_\_\_\_\_, including a rider consisting of \_\_\_\_\_ pages, identified by Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Date of Lease stated above.

LESSEE:  
CHIAPPETTI WHOLESALE MEAT CORPORATION,  
an Illinois Corporation  
By Demetrius Chiappetti  
Treasurer Chiappetti, Frankfort

LESSOR:  
Ford City Bank & Trust Co. of Chicago, Inc. individually, but as trustee of \$,536 dated 2/1/81 by D. C. Properties Inc., beneficiary thereof  
By Demetrius Chiappetti  
Its Authorized Officer

### ASSIGNMENT BY LESSOR

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, for value received, hereby transfers, assigns and sets over to \_\_\_\_\_, all right title and interest in and to the above lease and the rent thereon, reserved, except rent due and payable prior to \_\_\_\_\_, 19\_\_\_\_.

### GUARANTEE

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

Note: Use Form Number 12-1P for use by Lessee

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned Guarantor hereby guarantees the payment of rent and performance by Lessee, Lessee's heirs, executors, administrators, successors or assigns of all covenants and agreements of the above lease.

Note: Use Form Number 12-1P for use by Lessee

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Lots 1 to 13, inclusive, in the Subdivision of Block 4 of the Superior Court Partition of the West 1/2 of the North West 1/4 of Section 4, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, IL.

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3900 S Emerald -  
Chicago, IL

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