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Default shall be declared or occur under and as defined in any of the terms and provisions of any document or instrument (other than this Collateral Assignment of Lease) securing the indebtedness secured hereby.

b. If default shall be made in the due and punctual performance of any other term, covenant, provision, agreement, condition or obligation herein contained which is not covered by the Lease or any document or instrument (other than this Collateral Assignment of Lease) securing the indebtedness secured hereby, and (i) with respect to a monetary default, the failure to cure such default within five (5) days after service of notice thereof, and (ii) with respect to such non-monetary default within thirty (30) days after service of notice thereof; or, if such non-monetary default is not reasonably susceptible of cure within said thirty (30) days, the failure to commence curing said default within said thirty (30) days, or failure to proceed with such cure thereafter in a reasonably diligent manner.

Lessor covenants and agrees to provide Assignee copies of all default notices delivered by Lessor to Assignor. In the event Assignor fails to cure any default within the applicable notice and grace periods, Lessor agrees to afford Assignee a commensurate amount of time to cure the default. In the event Assignee elects to cure same, the Lease shall be deemed to continue in full force and effect.

It is understood and agreed that Assignor shall be entitled to the rights, benefits and avails of the Lease unless and until election by Assignee after an Event of Default shall have occurred hereunder. In such event and election, Assignee shall be entitled forthwith without any notice whatsoever to Assignor to take control of the Lease and all rights, benefits and avails accruing thereunder and to do all acts and things which Assignor could do under or pursuant to the Lease, all in the sole judgment and discretion of Assignee and to exercise any other remedy available to it at law or in equity. Without limiting the foregoing, upon such event and election, Assignee shall be entitled to (a) notify the Lessor of such Event of Default and this Assignment, (b) enforce the obligations of Lessor, and (c) in general perform all acts under the Lease, as Assignee in its discretion may determine advisable. In the event of such Event of Default, Assignor agrees to endorse and deliver to Assignee all then existing agreements covering the Premises or any part thereof. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said Lease to Assignee as aforesaid, this Assignment shall be deemed to be an assignment of the Lease to Assignee upon such event and election.

It is further understood that this Assignment shall not operate to place responsibility upon Assignee for the performance of any of the terms and conditions of the Lease assigned hereunder, or for any other performance with respect to the Premises except and until Assignee exercises its rights under this Assignment.

The acceptance of this Assignment and the receipt of the rights, benefits and avails of the Lease hereby assigned upon the events referred to above shall be without prejudice to and shall not constitute a waiver on the part of Assignee of any of the Assignee's rights or remedies under the terms and conditions of the security documents or the Note.

The security of this Assignment is and shall be primary and on a parity with the Premises and not secondary.

In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease or under or by reason of this Assignment, and Assignor shall and does hereby agree to protect, defend and indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations

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or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease with respect to such liability, loss, damage, claim or demand arising out of events occurring prior to the exercise by Assignee of its rights under this Assignment.

Should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor immediately upon demand.

This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of the Lease to secure said debt and indebtedness contained in any of the security documents and the Note.

Assignor shall upon demand, execute and deliver to Assignee such further documents and do and perform such other acts and things as Assignee may deem necessary or appropriate to make effective this Assignment and the agreements and obligations of Assignor under this Assignment and to more effectively vest in and secure to Assignee the Lease and the rights, benefits and avails therefrom.

IN WITNESS WHEREOF, the under signed have executed this instrument this 25th day of November, 1992.

ASSIGNEE  
Foster Bank

[Signature]  
Kye S. Kim, Assistant Vice President

ASSIGNOR  
Jubilee Enterprise, Inc. d/b/a Popeye's

[Signature]  
Nizar Kassar

### CONSENT TO ASSIGNMENT

The undersigned, being the Lessor in the Lease described in the foregoing Collateral Assignment of Lease of even date herewith by and between Jubilee Enterprise, Inc. d/b/a Popeye's, as Assignor and the Foster Bank, as Assignee, does hereby consent to the execution of the document by Assignor and the undersigned agrees to be bound by all of the terms and provisions set forth therein.

Lessor

X [Signature]  
Nizar Kassar

X [Signature]  
Almas Kassar

STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF                )

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes

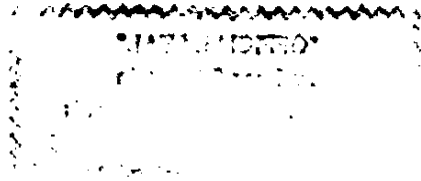
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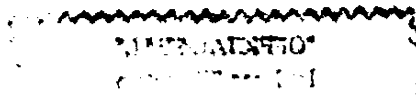
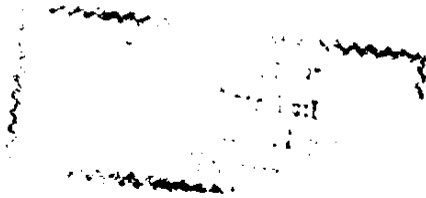
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EXHIBIT A 92892611

## LEGAL DESCRIPTION

LOTS 19, 20, 21, 22 AND 23, 24, 25 AND 26 (EXCEPTING THEREFROM THAT PART OF LOTS 19, 20, 21, 22, 23, 24, 25 AND 26 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 19; THENCE WEST A DISTANCE OF 7 FEET ALONG THE NORTH LOT LINE OF SAID LOT 19; THENCE SOUTH ALONG A LINE A DISTANCE OF 30.04 FEET, SAID LINE BEING PARALLEL AND 7 FEET WEST OF THE EXISTING WEST RIGHT OF WAY LINE OF HALSTED STREET THENCE SOUTHWESTERLY A DISTANCE OF 39.44 FEET TO A POINT, SAID POINT BEING NORMALLY DISTANT 7 FEET NORTH OF THE SOUTH LINE OF SAID LOT 20 AND NORMALLY DISTANT 35 FEET WEST OF EAST LOT LINE OF SAID LOT 19; THENCE WEST ALONG A STRAIGHT LINE LYING 7 FEET NORTH OF AND PARALLEL WITH THE EXISTING NORTH RIGHT OF WAY LINE OF SIBLEY BOULEVARD (147TH STREET) TO A POINT ON THE WEST LOT LINE OF SAID LOT 26; THENCE SOUTH ALONG THE WEST LOT LINE OF SAID LOT 26 A DISTANCE OF 7 FEET TO A POINT; SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 26; THENCE EAST ALONG THE EXISTING NORTH RIGHT OF WAY LINE OF SIBLEY BOULEVARD TO THE SOUTHEAST CORNER OF SAID LOT 19; THENCE NORTH A DISTANCE OF 125 FEET ALONG THE EAST LOT LINE OF SAID LOT 19 TO THE POINT OF BEGINNING), IN BLOCK 6 IN YOUNG AND RYAN'S SECOND ADDITION TO HARVEY A SUBDIVISION OF THE SOUTH 35 ACRES OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 8, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index No. 20-(8-224-053-0000

Commonly Known As; 257 E. Sibley Blvd.,  
Harvey IL 60426

92892611