

## UNOFFICIAL COPY

92139587

92139587

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## STANDARD ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

THIS AGREEMENT is made this 16<sup>th</sup> day of February, 1992, by and between The Money Store Investment Corporation, as Assignee, Carolina Ayala Assignor, and Crystal Flower Shop, Inc.

## RECITALS

DEPT 01 RECORDING as Lessor and \$31.50  
T#1111 TRAN 1842 03/04/92 15:48:00  
\$4002 + A X-92-13987  
COOK COUNTY RECORDER

- A. Assignor and Lessee have entered into that certain real property lease dated 12/28/91 as Lessor and Lessee, respectively, for the rental of those certain premises described as:

301 N. Paulina Street, Chicago, Illinois 60654

(the "Premises"). Said lease or memorandum thereof, together with any extensions, amendments, modifications and guarantees thereof, shall be referred to herein as the "Lease" and is attached hereto as Exhibit "A".

- B. Assignor desires to obtain a loan from Assignee in the principal sum of \$ 268,000.00, as evidenced by that certain promissory note dated February 26, 1992 (the "Loan").
- C. In order to induce Assignee to make the Loan to Assignor, Assignor desires to assign its rights in the Lease to Assignee as additional security for the Loan.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree to the following terms, covenants and conditions:

## TERMS, COVENANTS AND CONDITIONS

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- Assignment of Lease Interest.** Assignor hereby irrevocably grants, transfers and assigns to Assignee, its successors and assigns, all of the rights, title and interest of Assignor in and to the Premises including without limitation all rents, income and profits derived therefrom, for the purpose of securing (a) payment of the principal, interest and all other sums now or at any time hereafter due Assignee relating to, or arising from, the Loan and any extension, modification, replacement or renewal thereof; (b) payment of such further sums as Assignor or its successors or assigns may hereafter borrow from Assignee, when evidenced by another note reciting it is so secured; and (c) performance and discharge of each term, covenant and condition of Assignor contained herein or in another agreement relating to or arising from the Loan. So long as Assignor is not in default under this Assignment or any other document related to the Loan, now or hereafter executed, Lessee shall have exclusive possession of the Premises.
- Collection of Rents.** So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the performance of any obligation of Assignor herein or in the Loan, Assignor shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from the Premises and to retain, use and enjoy the same.
- Payment in Full.** Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Loan, this Assignment shall terminate.
- Performance by Assignor.** Assignor shall fulfill and perform each and every condition and covenant of the Lease required to be fulfilled or performed by the Lessor thereof. Assignor shall give prompt notice to Assignee of any notice of default under the Lease received by Assignor together with a complete copy of any such notice. At the sole cost and expense of Assignor, Assignor shall enforce, short of termination of the Lease, the performance or observance of each and every covenant and condition of the Lease to be performed and observed by the Lessee and shall not modify nor in any way alter the terms of the Lease, terminate the Lease nor accept the surrender thereof unless required to do so by the terms of the Lease.
- Rights Assigned.** The rights assigned hereunder include, without limitation, all of Assignor's rights and powers to modify or terminate the Lease, or to waive or release the Lessee from the performance or observance of any obligation or condition thereof, or to request, anticipate or except rents thereunder for more than thirty (30) days prior to accrual, and to receive or demand any insurance or condemnation proceeds relating to the Premises. Assignee may apply any or all insurance or condemnation proceeds to the indebtedness or obligation secured hereby, whether or not any such indebtedness is then due and payable. Assignee shall have no obligation to apply any such proceeds to restoration of the Premises.
- Defensive Actions.** At Assignor's sole cost and expense, Assignor shall appear in and defend any action growing out of or in any manner connected with the Lease, any subleases, the security hereof, or the obligations or liabilities of Assignor or Assignee. Assignor shall pay all costs and expenses, including costs of attorneys' fees, in any such action or proceeding in which Assignee may appear to enforce this Assignment.
- Rights of Assignee.** Should Assignor fail to perform or otherwise breach any term of the Lease, then Assignee, but without obligation to do so and without notice to or demand on Assignor and without releasing Assignor from any obligations herein or under the Lease or the Loan, may, without limiting its general powers, appear in and defend any action purporting to affect the security hereof or the rights or powers of Assignee and perform any obligation of the

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Revised 9/91

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Assignor under the Lease. In exercising any such power, Assignor may incur and pay costs and expenses, including attorneys' fees. Assignor shall pay immediately upon demand all sums so expended by Assignee, together with interest thereon at the rate at which principal bears interest under the Loan. Interest shall accrue from the date such sums are disbursed. Assignor's obligation to repay such sums shall be secured hereby and by any other collateral relating to the Loan.

8. **Acceleration.** In addition to any cause set forth in the promissory note or other documents relating to the Loan, the whole of the Loan shall become due, at the option of Assignee, after any attempt by Assignor to exercise of the rights described in paragraph 5 hereinabove, or after any default by Assignor hereunder.
9. **Remedies of Assignee.** After any attempt by Assignor to exercise any of the rights described in paragraph 5 hereinabove, or after any default by Assignor in the payment of the Loan, or in the performance of any obligation of Assignor herein or arising from the Loan, Assignee, at its option, without notice, irrespective of whether Declaration of Default under any deed of trust has been delivered to the trustee thereunder and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may: (a) enter upon, take possession of, and operate the Premises; (b) enforce, modify or terminate the Lease; (c) obtain and evict tenants; (d) fix or modify rents; (e) assign or sublease the Premises; and (f) do any other acts which Assignee deems proper to protect the security hereof. The entering upon and taking possession of the Premises shall not cure or waive any default, or waive, modify or affect any notice of default under any deed of trust, or invalidate any acts done pursuant to such notice. Assignee shall not have any obligation whatsoever under the Lease or with respect to the Premises unless Assignee acquires possession of the Premises. Additionally, Assignee may, either with or without taking possession of the Premises, in its own name, sue for or otherwise collect and receive all rents, issues and profits, including reasonable attorneys' fees, upon any indebtedness secured hereby in such order as Assignee may determine. The entering upon and taking possession of Premises, the collection of such rents, issues and profits and the application thereof as set forth above, shall not cure or waive any default (either before or after the institution of foreclosure proceedings), or limit any rights of Assignee under its deed of trust, or waive, modify or affect any notice of default under the Loan, or invalidate any acts done pursuant to such notice.
10. **Merger.** Assignor, without the prior written consent of Assignee, shall not cause or permit the leasehold estate under the Lease to merge with Assignor's reversionary interests.
11. **Warranties of Assignor.** Assignor hereby warrants and represents as follows:
  - a. Assignor has not executed any prior assignment of any of its rights under the Lease;
  - b. Assignor has not done anything which might prevent Assignee from, or limit Assignee in operating under, any of the provisions hereof;
  - c. Assignor is not in default under the Lease, and Assignor has no notice of knowledge of any present default by the Lessee under the Lease;
  - d. Assignor has not accepted rent under the Lease more than thirty (30) days in advance of its due date; and
  - e. The Lease is in full force and effect, and a true and complete copy thereof, along with all modifications or related agreements, has been delivered to Assignee.
12. **Indemnification.** Assignee shall not be obligated to perform or discharge any obligation under the Lease or under or by reason of this Assignment, and Assignor hereby agrees to indemnify Assignee against and hold Assignee harmless from, any and all liability, loss or damage which Assignee 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 Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Lease. Should Assignee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate at which principal bears interest under the Loan, shall be secured hereby and by any other collateral relating to the Loan, and Assignor shall reimburse Assignee therefor immediately upon demand. Interest shall accrue from the date such sums are expended.
13. **Cooperation of Lessee.** To induce Assignee to make the Loan to Assignor, Lessee hereby agrees to fully cooperate with Assignee and to respect and conform to any and all of the rights of Assignee arising from this Assignment including, but not limited to, the direct payment of rents to Assignee upon demand.
14. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and transferees of the parties hereto.
15. **Attorneys' Fees.** In the event any party commences any action or proceeding against any other party by reason of any breach or claimed breach of any provision of this Assignment, the person prevailing in such action or proceeding shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs, whether or not such proceeding or action proceeds to judgment.
16. **Further Assurances.** Each party hereto shall perform any further acts and execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Assignment.
17. **Construction.** Whenever used in this Assignment, the singular number shall include the plural, the plural numbers shall include the singular, the masculine gender shall include the feminine and the neuter, and vice versa.
18. **Cumulative Remedies.** Each remedy provided in this Assignment is distinct and cumulative to all other rights or remedies under this Assignment or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.
19. **Waiver.** Assignee's failure or delay in exercising any of its rights or remedies under this Assignment shall not for any purpose be deemed a waiver of any such right or remedy thereafter.
20. **Severability.** If any term, provision, covenant or condition of this Assignment is held by a court to be invalid, void or unenforceable, the remainder of this Assignment shall remain in full force and effect and shall in no way be impaired, affected or invalidated.

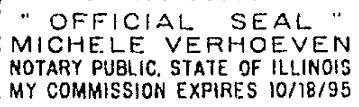
"Assignee"

THE MONEY STORE INVESTMENT CORPORATION

By:

Name

Title



"Lessor and Assignor"

Carolina Ayala

"Lessee" Crystal Flower Shop, Inc.

By: Carolina Ayala, President

Attested: Carolina Ayala, Secretary

(SIGNATURES MUST BE NOTARIZED)

SWORN TO AND SUBSCRIBED before me on the 26<sup>th</sup> day of February, 1992 Revised 9/91  
Michele Verhoeven, Notary Public, St. of Ill.

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## DATE OF LEASE

## TERM OF LEASE

## MONTHLY RENT

## BEGINNING

## ENDING

12/24/91

2/1/92

1/31/2017

\$1,600.00

Location of Premises:

2801 S. KEDZIE CHICAGO, IL 60623

Purpose:

OPERATION OF A FLOWER SHOP

## LESSEE

NAME • CRYSTAL FLOWER SHOP INC.  
 ADDRESS • 2210 S. CALIFORNIA  
 CITY • CHICAGO, IL 60608

## LESSOR

NAME • CAROLINA AYALA  
 ADDRESS • 2210 S. CALIFORNIA  
 CITY • CHICAGO, IL 60608

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor sole, for the above purpose the premises designated above (the "Premises"), together with the appurtenances thereto, for the above Term.

## RENT

1. Lessee shall pay Lessor or Lessor's agent as rent for the Premises the sum stated above, monthly in advance, until termination of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.

WATER,  
GAS AND  
ELECTRIC  
CHARGES

2. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxes levied or charged on the Premises, for and during the time for which this lease is granted, and in case said water rents and bills for gas, electric light and power shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the Premises in a clean and healthy condition, as herein specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

SUBLETTING;  
ASSIGNMENT

3. The Premises shall not be sublet in whole or in part to any person other than Lessee, and Lessee shall not assign this lease without, in each case, the consent in writing of Lessor first had and obtained; nor permit to take place by any act or default of himself or any person within his control any transfer by operation of law of Lessee's interest created hereby, nor offer for lease or sublease the Premises, nor any portion thereof, by placing notices or signs of "To Let," or any other similar sign or notice in any place, nor by advertising the same in any newspaper or place or manner whatsoever without, in each case, the consent in writing of Lessor first had and obtained. If Lessee, or any one or more of the Lessees, if there be more than one, shall make an assignment for the benefit of creditors, or shall be adjudged a bankrupt, Lessor may terminate this lease, and in such event Lessee shall at once pay Lessor a sum of money equal to the entire amount of rent reserved by this lease for the then unexpired portion of the term hereby created, as liquidated damages.

LESSEE NOT  
TO MISUSE

4. Lessee will not permit any unlawful or immoral practice, with or without his knowledge or consent, to be committed or carried on in the Premises by himself or by any other person. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that hereinbefore specified. Lessee will not keep or use or permit to be kept or used in or on the Premises or any place contiguous thereto any flammable fluids or explosives, without the written permission of Lessor first had and obtained. Lessee will not load floors beyond the floor load rating prescribed by applicable municipal ordinances. Lessee will not use or allow the use of the Premises for any purpose whatsoever that will injure the reputation of the Premises or of the building of which they are a part.

CONDITION  
ON  
POSSESSION

5. Lessee has examined and knows the condition of the Premises and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Premises, have been made by Lessor or his agent prior to or at the execution of this lease that are not herein expressed.

REPAIRS AND  
MAINTENANCE

6. Lessee shall keep the Premises and appurtenances thereto in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at his own expense, and shall yield the same back to Lessor upon the termination of this lease, whether such termination shall occur by expiration of the term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Lessee shall make all necessary repairs and renewals upon Premises and replace broken globes, glass and fixtures with material of the same size and quality as that broken and shall insure all glass in windows and doors of the Premises at his own expense. If, however, the Premises shall not thus be kept in good repair and in a clean, sightly and healthy condition by Lessee, as aforesaid, Lessor may enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this lease or an interference with the possession of the Premises by Lessee, and Lessor may replace the same in the same condition of repair, sightliness, healthiness and cleanliness as existed at the date of execution hereof, and Lessee agrees to pay Lessor, in addition to the rent hereby reserved, the expenses of Lessor in thus replacing the Premises in that condition. Lessee shall not cause or permit any waste, misuse or neglect of the water, or of the water, gas or electric fixtures.

ACCESS TO  
PREMISES

7. Lessee will allow Lessor or any person authorized by Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any repairs or alterations thereto which Lessor may see fit to make, and Lessee will allow Lessor to have placed upon the Premises at all times notices of "For Sale" and "For Rent", and Lessee will not interfere with the same.

NON-  
LIABILITY  
OF LESSOR

8. Except as provided by Illinois statute, Lessor shall not be liable to Lessee for any damage or injury to him or his property occasioned by the failure of Lessor to keep the Premises in repair, and shall not be liable for any injury done or occasioned by wind or by or from any defect of plumbing, electric wiring or of insulation thereof, gas pipes, water pipes or steam pipes, or from broken stairs, porches, railings or walks, or from the backing up of any sewer pipe or down-spout, or from the bursting, leaking or running of any tank, tub, washstand, water closet or waste pipe, drain, or any other pipe or tank in, upon or about the Premises or the

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14. If Lessee's right to the possession of the Premises shall be terminated in any way, the Premises, or any part thereof, but need not (except as provided by Illinois Statute), be relet by Lessee, for the account and benefit of Lessee, for such rent and upon such terms and to such persons and for such periods as may be agreed upon by Lessee, but lessor shall not be required to accept the return of any part thereof, nor to do any act whatsoever or exercise any right or power which would otherwise entitle lessor to receive any rent or benefit from the Premises.

10. Where building is occupied for the purpose, lessor shall furnish to lessee a reasonable use of the premises, from October 1st to May 1st, whenever in lessors' exclusive Sundays and holidays, but not earlier than 8 a.m., unless specifically stated herein. Lessor does not warrant that heating service will be available than 6 p.m., unless specified by lessee. Lessor does not warrant that heating service will be available than 6 p.m., unless specified by lessee.

11. In case the Premises shall be rendered untenable by fire, explosion or other casualty, lessor may, at his option, retain the lease for repairing the Premises within sixty days. If lessor does not repair the Premises within said time, or the building containing the Premises shall have been wholly destroyed, the term hereby created shall cease and determine.

9. Lessee shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by lessor or his agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, door, ceiling, floor, or wall in any place in or about the Premises, or upon and shall not commit any act in or about said premises and shall make no changes or alterations and shall not appropriate, without in each case the written consent of lessor for his hind and obtainable, any of the appurtenances thereto, whether or not contained in or about the Premises, or upon or in the Premises by the erection of partitions or the papering of walls, or otherwise, without the consent in writing of lessor; and in case lessee shall affix additional locks or bolts on doors or windows, or shall place in the Premises any fixture of any kind, without the consent in writing of lessor, he shall remove the same at his expense and leave the Premises in as good condition as when received, and shall pay to lessor the sum of \$100.00, or such larger sum as lessor may require, for the removal of any fixture or article so placed.

building of which they are a part nor from the escape of steam or hot water from any radiator, it being agreed that said radiators are under the control of Lessor, nor for any such damage or injury occasioned by water, steam or ice being upon or coming through the roof, skylight, trap-door, stairs, walls or any other place upon or near the premises, or otherwise, nor for any such damage or injury arising out of negligence or carelessness of Lessor's agents or employees, or for any such damage or injury arising out of the same cause as above, nor for any such damage or injury arising out of negligence or carelessness of any other person, or persons.

**COSTS AND FEES**

RIGHT TO  
RELEASE

## **LESSOR'S REMEDIES**

TERMINA.  
TOMS  
HOLDING  
OVER

CASUALTY  
NIGHT AND

HEAT

**RESTRIC-  
TIONS (SICN-  
AL/THER-  
ATIONS,  
ATTONS,  
TEXTURES)**

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(SEAL)

On this condition, the recipient of which is hereby acknowledged, succeeds to all rights of the donor to collect and perfect performance by, less than sufficient to pay debts, heirs, executors, administrators, successors to the undivided interest held by the donor under the terms of the contract and payment of the debts, taxes, expenses and other obligations of the donor.

**GUARANTEE**

(בג'אך)

11435

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

**ASSIGNMENT BY LESSOR**

except rental due and payable prior to

1

Product - Color  
Color - Product  
Color - Color  
Color - Color  
Color - Color

Caroline Ely

WITNESSSES THE hands and seals of the parties hereto, as of the date of these呈上, Please stamp above.

(d) The rights and remedies set forth cumulatively and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

(c) All recoverments, damages, representations and disbursements between claimant and defendant shall be binding upon plaintiff and liable to the benefit of lesser and lesser and the representative heirs, legal representatives and assignees.

the lessor, who may be necessary for the proper and orderly cure of the building or which the premises are a part.

Lessons are hereby added as part of this lease, and all rights intended by this lease and signed by lessor and lessee are hereby added as part of this lease.

copy is intended and especially in which case the police shall be deemed to have been served at the time the

20. Notes may be saved on either party, at the respective addresses given in the beginning of this lesson, under the heading "Letters received or passed between persons certified to be dead and addressed to losses in goods shipped by land." Such letters will be forwarded to the subscriber, who will be required to pay the postage.

19. The obligation of a person to pay the rent reserved before the beginning of the term hereof, or during any extension hereof, shall not be deemed to be waived, released or terminated by reason of the death of the tenant, or by any transfer of his interest in the property, or by any other cause, unless the same is specifically provided for in the lease.

17. Lesser shall have a first lien upon the interests of lessor under this lease to secure the payment of all money due under this lease, which may be recovered in equity in any case where money is expended under this lease, and the lesser shall be entitled to name a receiver of said premises and who may collect in any such foreclosure proceeding, who shall take possession of said premises and who may collect the same under the orders of the court appointing him.

16. I release hereby all rights and interests in my name and stead, to enter this agreement in any court of law or of any other kind to be his true and lawful attorney for him and in his name and stead, to enter this agreement in any court of record in this State or of such other place, to waive the issuing of process and service thereof and trial by jury or otherwise, and to confess a judgment or judgments for such money so due and for costs of suit and for reasonable attorney's fees in favor of lessor, and to release all rights and interests in any way with the operation of such judgments or of excess-  
tion issued thereon and to confess that each and every judgment may immediately issue thereon.

ALBURN  
SHILOH

NOON  
WILDE

## SOLUTION

**EXCLUSIVE  
NOT  
REIMBURSED**

REMEDIAL  
OF OTHERS

NAMI  
SCHOOL

INTRODUCTION

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PARCEL 1: Lot 1, the North 69 feet of Lot 25 and Lots 16 to 32, both inclusive,  
 in the Subdivision of Blocks 20 and 21 in the Superior Court Commisisoner's  
 Section 25, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.  
 PARCEL 2: 921339397 / 6-35-307-008  
 The vacated Alley lying West of and adjoining Lots 1, and East of and  
 adjoining Lots 26 to 32, both inclusive, in the subdivision of blocks  
 20 and 21 in the Superior Court Commisisoner's Partititon of the West  
 1/2 of the Southwest 1/4 of Section 25, Township 39 North, Range 13, East  
 of the Third Principal Meridian, in Cook County, Illinois.

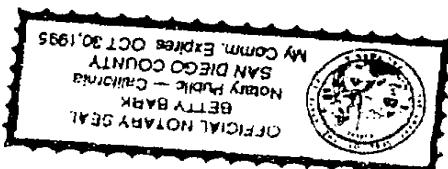
تہذیب

This area for official notation seal

ATRS PAR QUINQ PIS TOI PUP IN DINGO ATRIS

ANSWER

Betty Bark  
Signature



ERGOCETZ

921399987	 <b>OFFICIAL NOTARY SEAL</b> Notary Public - California SAN DIEGO COUNTY My Comm. Expires OCT 30	Seal purchased to me that such corporation exceed the within instrument executed to the operation that exceeded the within instrument instrument to the date of my to the instrument
President, and Vice President Personal known to me to be the basis of substitution evidence to be the basis of the seal and signature and signature appeared before me the undersigned, a Notary Public in San Diego, California, in the year		
<b>Jeff Rogers</b> On this _____ day of _____ in the year		
San Diego Oct. 2000		

CHICAGO TITLE  
CORPORATION

11

318