

UNOFFICIAL COPY

Recording Requested By: The Money Store Investment Corporation

93572837

33

When Recorded Mail To: Servicing Dept. PO Box 162247, Sacramento, California 95816

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

THIS AGREEMENT is made this 22<sup>ND</sup> day of JULY, 1993 by and between The Money Store Investment Corporation, as Assignee, Roger D. Czerniak and Robert R. Czerniak as Lessor and Assignor, and Central Continental Bakery, Inc. as Lessee.

RECITALS

- D-1 79-96-313
- A. Assignor and Lessee have entered into that certain real property lease dated JUNE 22, 1993 as Lessor and Lessee, respectively, for the rental of those certain premises described as: 345 Scott Street, Elk Grove Village, Illinois, (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 \$554,000 as evidenced by that certain promissory note dated JULY 22, 1993 (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

1. Assignment of Lease Interest. Assignor hereby absolutely and irrevocably grants, transfers and assigns to Assignee, its successors and assigns, all of the rights, title and interest of Assignor in and to the Lease, 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.
2. Rents, Income and Profits. The assignment of rents, income and profits herein is absolute, not an assignment for security only, and the Assignee's right to rents, income and profits is not contingent upon, and may be exercised without, possession of the Premises. This assignment shall not impose upon Assignee any duty to produce rents from the Premises, or cause Assignee to be (a) a "mortgagee in possession" for any purpose; (b) responsible for performing any of the obligations of the lessor under any lease; or (c) responsible for any waste committed by lessees or any other parties, for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises. Assignee confers upon Assignor a license ("License") to collect, but not more than thirty (30) days prior to accrual, and retain the rents, income and profits of the Premises, 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. In the event of such a default, the License shall be automatically revoked and Assignee may collect and retain the rents, issues and profits without notice and without taking possession of the Premises.
3. Payment in Full. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of any instrument of satisfaction or full release of the Loan, this Assignment shall terminate.
4. 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 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.

93572837

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

5. Rights Assigned. The rights assigned hereunder include, without limitation, all of the 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 accept 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.
6. 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.
7. 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 Assignor under the Lease. In exercising any such powers, Assignee 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 mortgage has been delivered to the mortgagee thereunder and without regard to the adequacy of the 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 mortgage, 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 and apply any and all sums collected to any indebtedness secured hereby in such order as Assignee may determine. The entering upon and taking possession of Premises, the collection of 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 mortgage, 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 or 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 modifications or related agreements, has been delivered to Assignee.

93572837

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

- 12. Indemnification. Assignor 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 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 therefore immediately upon demand. Interest shall accrue from the date of 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.

93572837

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

03 JUL 23 AM 9:44

Assignee"  
THE MONEY STORE INVESTMENT CORPORATION

By: James J. Riebaud  
James J. Riebaud

"Lessor and Assignor"  
Roger D. Czerniak and  
Robert R. Czerniak

By: Roger D. Czerniak  
Roger D. Czerniak

By: Robert R. Czerniak  
Robert r. Czerniak

"Lessee"  
Central Continental Bakery, Inc.

By: Roger D. Czerniak  
Roger D. Czerniak, President

SUBSCRIBED AND SWORN TO BEFORE ME THIS  
22ND DAY OF JULY, 1993

OFFICIAL SEAL  
JOSEPH G. KLEST  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/6/97

93572837

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

100-111111

100-111111

# UNOFFICIAL COPY

93572837

SCHEDULE "A"

LOT 37 (EXCEPT THE SOUTH 5.42 FEET THEREOF) AND ALL OF LOT 38 IN HIGGINS ROAD  
COMMERCIAL SUBDIVISION, UNIT 2, BEING A SUBDIVISION IN THE WEST 1/2 OF SECTION  
22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK  
COUNTY, ILLINOIS.

Being commonly known as 345 Scott Street, Elk Grove Village, Illinois.

Being also known as P.I.N. 08-22-102-173 and 08-22-102-174.

Prepared by: Donna Kozlow  
Donna Kozlow

RECORD AND RETURN TO: The Money Store Investment Corporation  
Attention Loan Servicing  
Box 162247  
Sacramento, California 95816

93572837

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00045883



UNOFFICIAL COPY

INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE	MONTHLY RENT
JUNE 22, 1993	Closing Day Aug. 31, 2018 July 22, 1993 RC	\$5,000.00 RC <del>\$7,000.00</del>
Location of Premises 345 Scott St. ELK GROVE VILLAGE, ILLINOIS 60007		
Lease of Premises for Central Continental Bakery		

**LESSOR**  
Roger D. Czerniak &  
Robert R. Czerniak  
345 SCOTT ST.  
ELK GROVE VILLAGE, ILLINOIS 60007

**LESSEE**  
Central Continental Bakery, Inc.  
345 SCOTT ST.  
ELK GROVE VILLAGE, ILLINOIS 60007

In consideration of the annual payments and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the premises above captioned together with the fixtures, together with the appliances, for the above term.

- 1. Lessee shall pay Lessor or Lessor's agent as risk for the Premises the sum stated above, monthly in advance, at the expiration of this lease, at Lessor's address stated above or such other address as Lessor may designate in writing.
- 2. 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 have been made by Lessor, or his agent, prior to or at the execution of this lease that are not herein expressed; Lessee says that the Premises are in all respects good, in good repair, replacing all broken glass with glass of the same and will keep the Premises, including the plumbing fixtures with others of equal quality, cables, municipal drainpipes and in disconnection of the proper public officers during the term of this lease and will remove the same and loc fix it to the sidewalk abutting the Premises and upon the termination of this lease, in any way, will yield up the Premises to Lessor, in good condition and repair, to be by fire and ordinary wear excepted, and will deliver the keys thereto at the place of payment of said rent.
- 3. Lessee will not allow the Premises to be used for any purpose that will increase the rate of insurance or goods beyond the floor load rating prescribed by an Illinois municipal ordinance, and will not load floors with machinery or fixtures to be occupied in whole, or in part, by any person, and will not suffer the same or any part thereof, nor permit the same to be used for any unlawful purpose, or for any purpose that will or may injure the neighborhood, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days; and will not allow any signs, cards or placards to be posted, or placed thereon, nor permit any alterations to the Premises shall remain for the benefit of Lessee unless otherwise provided in the consent of Lessor.
- 4. Lessee will not permit any mechanicals, pipes or sets to be placed on the Premises or any building or improvement thereon during the term hereof, and in case of the filling of such a pipe Lessee will promptly pay to the Lessor, the Lessor shall have the right and privilege at Lessor's option of having the same or any portion thereof without liability to the validity thereof, and any amount so paid, liquidated damages and interest, immediately on rendition of bill therefor.
- 5. Lessee covenants and agrees that he will protect and save and keep the Lessor free from suit and indemnified against and from any penalty or charges or charges imposed by any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will pay all taxes, charges, fees, costs and expenses which shall be assessed or levied on the Premises, and that Lessee will be liable to any person or property whatsoever for whatsoever and will protect, indemnify and save and keep and expense arising out of or from any accident or other occurrence on or about the Premises, and will protect and indemnify and save and keep Lessee from and against and from any and all claims and against and from any and all loss, cost, expense and provision hereof.
- 6. Except as provided by Illinois statute, Lessor shall not be liable for any damage occasioned by failure to keep the Premises in repair, nor for any damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or equipment of the building, leaking or running of any pipes, tank or plumbing fixtures, in, on, above, upon or about Premises or any building or improvement thereon nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.
- 7. Lessee will pay, in addition to the rent above specified, all water rental, gas and electric light and power bills read, rendered 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 above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.

D-1 74-46-37

INDUSTRIAL BUILDING LEASE

LEASE NOT TO BE ASSIGNED

LIEN

JURISDICTION FOR DAMAGES

NON-ASSIGNABLE LEASE

WATER AND ELECTRIC CHARGES

93572837

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

KEEP PREMISES IN REPAIR

9. Lessor shall not be obliged to incur any expense for repaying any improvements upon said demised premises or postponed therewith, and the Lessee at his own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control (excepted) as well as in a good tenantable and wholesome condition, and will comply with all local or general regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

ACCESS TO PREMISES

9. Lessee will allow Lessor free access to the Premises for the purpose of examining or exhibiting the same, or to make any needed repairs, or alterations thereof which Lessor may see fit to make and will allow to have placed upon the Premises at all times notice of "For Sale" and "To Rent", and will not interfere with the same.

ABANDONMENT AND RELINQUISHING

10. If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises be terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit, subject to Illinois statute; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

HOLDING OVER

11. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the entry of said rent or any part thereof, or any other act in apparent affirmation of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

EXTRA FIRE HAZARD

12. There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substance shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

DEFAULT BY LESSEE

13. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time thereafter at his election declare said term ended and re-let the Premises or any part thereof, with or (to the extent permitted by law) without notice or process of law, and remove Lessee or any persons occupying the same, without prejudice to any remedies which might otherwise be used to recover rent, and Lessor shall have at all times the right to distrain for rent due, and shall have a valid and legal lien upon all personal property which Lessee now owns, or may hereafter acquire or have an interest in, which is by law subject to such distraint, as security for payment of the rent herein reserved.

NO RENT DEDUCTION OR SET OFF

14. Lessee's covenant to pay rent is and shall be independent of each and every other covenant of this lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from rent nor set off against any claim for rent in any action.

RENT AFTER NOTICE OF SUIT

15. It is further agreed, by the parties hereto, that after the service of notice, or the commencement of a suit or after final judgment for possession of the Premises, Lessor may receive and collect any rent due, and the payment of said rent shall not waive or affect said notice, said suit, or said judgment.

PAYMENT OF COSTS

16. Lessee will pay and discharge all reasonable costs, attorney's fees and expenses that shall be made and incurred by Lessor in enforcing the covenants and agreements of this lease.

RIGHTS CUMULATIVE

17. The rights and remedies of Lessor under this lease are cumulative. The exercise or use of any one or more thereof shall not bar Lessor from exercise or use of any other right or remedy provided herein or otherwise provided by law, nor shall exercise or use of any one or remedy by Lessor waive any other right or remedy.

FIRE AND CASUALTY

18. In case the Premises shall be rendered uninhabitable during the term of this lease by fire or other casualty, Lessor at his option may terminate the lease or re-let the Premises within 60 days thereafter. If Lessor elects to re-let, this lease shall remain in effect, provided all repairs are completed within said time. If Lessor shall not have re-let the Premises within said time, then at the end of such time the term hereby created shall terminate. If this lease is terminated by reason of fire or casualty as hereinafter specified, rent shall be apportioned and paid to the day of such fire or other casualty.

SUBORDINATION

19. This lease is subordinate to all mortgages which may now or hereafter affect the Premises.

PLURALS SUCCESSORS

20. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this lease; and all the covenants and agreements contained shall be binding upon, and shall inure to the benefit of, the parties, their heirs, executors, administrators and assigns and may be enforced by his or their attorney or legal representative.

SEVERABILITY

21. Wherever possible each provision of this lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this lease shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this lease.

93572837

UNOFFICIAL COPY

Property of Cook County Clerk's Office

48807180

Property of Cook County Clerk's Office

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: Roger D. Czerniak & Robert R. Czerniak  
Lessor  
*Roger D. Czerniak*  
Roger D. Czerniak, Individually  
*Robert R. Czerniak*  
Robert R. Czerniak, Individually

LESSOR: Central Continental Bakery, Inc.  
*Roger D. Czerniak*  
Roger D. Czerniak, President  
*Robert R. Czerniak*  
Robert R. Czerniak, Secretary

ASSIGNMENT BY LESSOR

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

GUARANTEE

On this \_\_\_\_\_, 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-LF for assignment by Lessee.

93572837

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

100-100000