

THIS AGREEMENT is made this 17th day of September, 1993, by and between THE MONEY STORE INVESTMENT CORPORATION, as Assignee, OTTO R. RODRIGUEZ and CRISTOBAL HINOJASA as Lessor and Assignor, and QUALITY AUTO DOCTORS, INC., as Lessee.

RECITALS

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A. Assignor and Lessee have entered into that certain real property lease dated September 9, 1993 as Lessor and Lessee respectively, for the rental of those certain premises described as 1007 Lunt Avenue, Schaumburg, 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 \$230,000.00, as evidenced by that certain promissory note dated September 17, 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 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, 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, nor 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 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 an 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 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

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Lease nor accept the surrender thereof unless required to do so by the terms of the Lease.

5. 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 accept the 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 any 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 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 action or proceeding, or by a receiver to be appointed by a court, may: (a) assign or sublease the Premises; and (1) do any other acts which Assignee deems proper to protect the security hereof. The entering upon and taking possession of the Premises, the collection of such rents, issues and profits and the application thereof as set forth above, shall not cure or waive any default 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;

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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 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 of by reason of this Assignment, and Assignor hereby agrees to indemnify Assignee against and hold 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 by 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 number 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 to this Assignment shall remain in full force and effect and shall in no way be impaired, affected or invalidated.

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Prepared By: The Money Store Investment Corporation
When Recorded Mail To: Servicing Department, P.O. Box 162247,
Sacramento, CA 95816

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LOT 5 IN BLOCK 7 IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 36, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

NOTE: ALSO KNOWN AS

THAT PART OF THE NORTH 200.00 FEET OF THE SOUTH 1524.96 FEET, AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF, OF THE NORTH 1/2 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (SAID NORTH LINE OF THE SOUTH 1524.96 FEET ALSO BEING THE SOUTH LINE OF LUNT AVENUE, AS DEDICATED IN CENTEX-SCHAUMBURG INDUSTRIAL PARK UNIT 1, BEING A SUBDIVISION IN THE NORTH 1/2 OF SAID SECTION) LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID SOUTH 1524.96 FEET AT A POINT 4166.78 FEET WEST OF THE EAST LINE OF SAID NORTH 1/2, AS MEASURED ON SAID NORTH LINE AND LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID SOUTH 1524.96 FEET AT A POINT 4176.78 FEET WEST OF THE EAST LINE OF SAID NORTH 1/2, AS MEASURED ON SAID NORTH LINE, ALL IN COOK COUNTY, ILLINOIS.

Permanent Tax Number: 07-33-102-023

*7007 Lunt
Schaumburg, IL
60193*

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INDUSTRIAL BUILDING LEASE

DATE OF LEASE	TERM OF LEASE		MONTHLY RENT
	BEGINNING	ENDING	
September 9, 1993	9/17/1993	8/17/2018	\$3,000. 00

Location of Premises:

1007 Lunt Ave. Schaumburg, Illinois 60193

Purpose:

Industrial single user. Auto and truck Repairs.

LESSEE

NAME • QUALITY AUTO BODY DOCTORS, INC.
C/O CRISTOBAL HINJOSA,
Registered Agent
ADDRESS • 1583 Highland Ave.
Glendale Heights, Ill. 60139

LESSOR

NAME AND BUSINESS • OTTO RODRIGUEZ and
CRISTOBAL HINOJOSA
ADDRESS • 1007 Lunt Ave.
Schaumburg, Ill. 60193

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee and Lessee hereby leases from Lessor solely 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.

CONDITION AND UPKEEP OF PREMISES

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 will keep the Premises including all appurtenances, in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged plumbing fixtures with others of equal quality, and will keep the Premises, including adjoining alleys, in a clean and healthful condition according to the applicable municipal ordinances and the direction of the proper public officers during the term of this lease at Lessee's expense, and will without injury to the roof, remove all snow and ice from the same when necessary, and will remove the snow and ice from 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, less by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of said rent.

LESSEE NOT TO MISUSE; SUBLET; ASSIGNMENT

3. 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, and will not load floors with machinery or goods beyond the floor load rating prescribed by applicable municipal ordinances, and will not allow the Premises to be occupied in whole, or in part, by any other person, and will not sublet the same or any part thereof, nor assign this lease without in each case the written consent of the Lessor first had, and Lessee will not permit any transfer by operation of law of the interest in the Premises acquired through this lease, and will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or 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 alteration of or addition to any part of the Premises, except by written consent of Lessor; all alterations and additions to the Premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid.

MECHANIC'S LIEN

4. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises or any building or improvement thereon during the term hereof, and in case of the filing of such lien Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege at Lessor's option of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

INDEMNITY FOR ACCIDENTS

5. Lessee covenants and agrees that he will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any laws or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the Premises, causing injury to any person or property whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof.

NON-LIABILITY OF LESSOR

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 sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, 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, skylights, trap door or otherwise, nor for any damages arising from acts or neglect of any owners or occupants of adjacent or contiguous property.

WATER, GAS AND ELECTRIC CHARGES

7. Lessee will pay, in addition to the rent above specified, all water rents, gas and electric light and power bills taxed, 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 healthful condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter.