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COLLATERAL ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, Steve J. Lee d/b/a Dundee Optical (whether one or more hereinafter referred to as the "Assignor" and/or "Debtor"), does hereby sell, assign, transfer, and set over unto the FOSTER BANK, an Illinois Banking Corporation, 5225 North Kedzie Avenue, Chicago, Illinois 60625, its successors and assigns (hereinafter referred to as the "Assignee" and/or "creditor"), all right, title and interest of Assignor in and to that certain Lease dated January 28th, 1993 (the "Lease") with Staunton O. Flanders, President Haven Equities Corporation (whether one or more hereinafter the "Lessor") with respect to the premises located at 3055 Dundee Road, Northbrook, IL 60062 (the "Premises"), more particularly described on Exhibit "A" attached hereto and made a part hereof, pursuant to that Note of even date hereto (the "Note") made by Assignor to Assignee, as collateral security to and for (a) the payment of all collections of Debtor to the Foster Bank, and (b) the performance of all of the terms and conditions of any security documents until said debt and indebtedness shall be paid in full.

Assignor represents that Assignor has good right and authority to make this Assignment, that Assignor has not heretofore assigned, pledged or otherwise disposed of or encumbered the Lease, and that Assignor has not performed any acts or executed any other instruments which might prevent Assignee from operating under any of the terms and conditions of this Assignment.

Assignor agrees to observe, perform and discharge, duly and punctually, all and singular, the terms and conditions of the security documents and the terms and conditions of the Lease in all material respects.

Assignor also agrees:

- a. not to execute any other assignments of the Lease or any interest therein;
- b. If so requested by Assignee, to enforce the Lease and all rights and remedies available to Assignor against the Lessor under the Lease in case of a material default under the Lease by said Lessor; provided, however, that Assignor shall be entitled to enforce its rights and remedies against Lessor in a reasonable manner as determined in the exercise of its business judgment;
- c. to give Assignee prompt notice of any default by Assignor or Lessor under the Lease;
- d. to give Assignee copies of any default notices (i) received by Assignor from Lessor or (ii) delivered by Assignor to Lessor;
- e. notwithstanding any amendment, modification or other change of the terms and conditions of the Lease or the security documents or any extension of time for payment thereunder or any release of part or parts of the Premises, the Lease hereby assigned shall continue as additional collateral security in accordance with the terms and conditions of this instrument.

Each of the following shall constitute an Event of Default under this Collateral Assignment of Lease:

- a. If an Event of Default as defined in the Lease shall occur thereunder, or if an Event of

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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.

\*Said notice to Assignee may be sent at the same time as notice to Assignor, if Lessor so elects, so the commensurate cure period afforded Assignee may run concurrent with Assignor's cure period.

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 par 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  
2nd day of November, 1993.

**ASSIGNEE**

Foster Bank

Helen K. Lee, Assistant Vice President

**ASSIGNOR**

Steve J. Lee d/b/a Durdee Optical

Steve J. Lee

**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  
 , 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**

Staunton O. Flanders, President  
 Haven Equities Corporation

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 whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he has signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes

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therein set forth.

Given under my hand and official seal, this 24th day of September, 1993

*Anita Stein*

SEAL

My Commission Expires:

" OFFICIAL SEAL "  
ANITA STEIN  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 4/12/96

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

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

Given under my hand and official seal, this 20 day of Nov, 1993.

*Jenny Helfers*

SEAL

My Commission Expires:

"OFFICIAL SEAL"  
JENNY HELFERS  
Notary Public, State of Illinois  
My Commission Expires 1/30/96

STATE OF ILLINOIS )  
COUNTY OF ) SS.

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Helen K. Lee personally known to me to be the Assistant Vice President of the Foster Bank, an Illinois Banking Corporation and personally known to me to be the Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and severally acknowledged that they signed, sealed and delivered the said instrument as Assistant Vice President and Secretary of said corporation as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 2nd day of November, 1993.

*Katrin Ganjani*

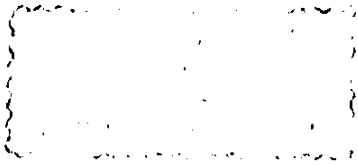
SEAL

My Commission Expires:

OFFICIAL SEAL  
KATRIN GANJANI  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. AUG. 3, 1996

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## EXHIBIT 'A'

LEGAL DESCRIPTION

Leased Property is Space #4 of White Plains Center, a shopping center, legally described as follows:

## 1. LaSalle National Bank Trust No. 52489:

The East 200 feet of the West 350 feet of the North 150 feet of Lot "A" in White Plains Unit 7, being a subdivision in Section 8, Township 42 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

## 2. LaSalle National Bank Trust No. 52490:

The North 160 feet of the East 200 feet of the West 742 feet of Lot "A" in White Plains Unit 7, being a subdivision in Section 8, Township 42 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

## 3. LaSalle National Bank Trust No. 52118:

The North 520 feet of the West 742 feet (except the North 150 feet of the West 350 feet thereof and except the North 160 feet of the East 200 feet thereof) of Lot "A" in White Plains Unit 7, being a subdivision in Section 8, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 04-08-200-041

ADDRESS OF REAL ESTATE: 3055 Dundee Road DBA Dundee Optical  
Landwehr and Dundee Roads  
Northbrook, Illinois

Prepared By  
and  
mail to

Easter Bank  
5225 N. Kedzie  
Chicago, IL 60625

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