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COLLATERAL ASSIGNMENT OF LEASE

DEMISED PREMISES: 2615 W. Lawrence, Chicago, Illinois
DATE OF LEASE: February 2, 1993
LESSEE: STEVE'S GYROS, INC.
2615 W. LAWRENCE, CHICAGO, ILL.
LESSOR: THE BANK OF REVENSWOOD, TRUSTEE
TERM OF LEASE: 3 YEARS
MONTHLY RENT: SEE RIDER ATTACHED
SECURITY DEPOSITS: TWO THOUSAND AND 00/100 (\$2,000.00) Dollars
SECURED PARTY: NATIONAL BANK OF GREECE, S.A.
155 North Michigan Avenue, Chicago, Illinois 60601
MAIL SECURITY AGREEMENT DATED: February 26th, 1993

ASSIGNMENT BY LESSEE

. DEPT-01 RECORDING \$25.50
. T01111 TRAM 8742 03/12/93 12:25:00
. \$7824 * 93-189258
. COOK COUNTY RECORDER

93189258

FOR VALUE RECEIVED, the undersigned hereby assigns to the Secured Party, his executors, heirs, successors and assigns, all of the undersigned's right, title, and interest in, to and under the above-described Lease, upon the following terms and conditions, to-wit:

1. This Assignment is made and given for additional collateral, or for security purposes only, and the rights, privileges, liabilities and obligations provide for by and set forth in said above-described Lease, shall inure to the benefit of the Secured Party, his executors, administrators, heirs, successors and assigns, only upon default by the undersigned, under and in connection with any of the undersigned's obligations to the Secured Party, and as more fully set forth in a certain Installment Note and Security Agreement-(Character Mortgage) executed and delivered, by the undersigned, to Secured Party.

2. In the event of any such default by the undersigned, the Secured Party shall have the right to notify Lessor of the occurrence of such default, and of his intention to take possession of the demised premises pursuant to this Collateral Assignment, and Secured Party shall thereupon have the privilege of electing to take possession of said demised premises, and may retain possession for such period of time and so long as all rents due Lessor under the terms of said Lease shall be paid by Secured party; and

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3. This Collateral Assignment shall become null and void and of no effect, immediately upon full payment, satisfaction, or performance by the undersigned of all of the undersigned's aforesaid obligations to the Secured Party without default, and notice, in writing thereof, being given to Lessor by the Secured Party, his executors, administrators, heirs, successors or assigns.

4. Until all sums under the Installment Note are paid in full, Lessor agrees not to cancel, surrender, modify, or alter said Lease, or to consent to an assignment of same or subleasing of said premises to any other person or concern, without first procuring the Secured Party's, or Nominee's consent, which consent shall not be unreasonably withheld.

5. Lessor agrees to notify the Secured Party, or his Nominee, of any defaults under the Lease, and give said Secured Party, or his nominee, fourteen (14) days after receipt of such notice, to cure the default. In the event the Secured Party cures any defaults under the Lease, then said Party shall thereupon have the privilege of electing to take possession of such premises, and may retain possession for such period of time and so long as all rents due Lessor under the terms of said Lease shall be paid by the Secured Party.

The Secured Party shall not, by virtue of this Collateral Assignment, be or become liable for the performance by the undersigned under any of the terms, covenants, or provisions of said Lease, either as an assignee hereunder, or as guarantor, or in any capacity whatsoever, it being specifically understood and agreed that the Secured Party's liability under the terms of said Lease shall come into being and become effective only upon the Secured Party electing to take possession of the demised premises, and Secured Party's liability under said Lease shall thereafter continue for such period of time and only so long as it shall remain in possession of the demised premises. The Secured Party shall have the right to designate a nominee to take possession of the demised premises in its place and stead, and to assign this Lease, or sublease the demised premises, to such nominee, or to any successor-nominee or nominees, whereupon such nominee, assignee, or sublessee shall become liable under and become bound by all the terms, covenants, and provisions of said Lease, immediately upon taking possession of the demised premises, at which time the liability of the Secured Party shall cease to exist.

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The undersigned Lessee further assigns to the Secured Party the afore-said Security Deposit, and agrees that said Security Deposit shall be retained by the Security Party upon the defaults hereinabove-specified. This Assignment of the Security Deposit shall not derogate the rights of the Lessor, and Lessor may retain same for the purposes specified in the Lease.

Dated this 26th day of February, 19 93

LESSEE:

STEVE TOURLIS D/B/A STEVE'S GYROS, INC.

By: [Signature]
Steve Tourlis, Pres.

Attest: X [Signature]
Steve Tourlis, Individually

ACCEPTANCE BY SECURED PARTY

Secured Party hereby ACCEPTS this Collateral Assignment of the Lease, and agrees to be bound to the provisions of this Assignment.

Dated this 26th day of February, 19 93

SECURED PARTY:

NATIONAL BANK OF GREECE, S.A., CHICAGO BRANCH

By: [Signature]
J. Psaralios, Deputy Manager

Attest: [Signature]
A. Mitroussias, Senior Loan Officer

LESSOR'S CONSENT TO COLLATERAL ASSIGNMENT

FOR VALUE RECEIVED, the above and foregoing Collateral Assignment of Lease is hereby ACCEPTED and consented to by the undersigned Lessor, who hereby agrees to be bound by all of the terms and conditions of said Assignment; provided, however that Lessor shall not hereby, in any way, waive or relinquish any rights Lessor may have under said Lease, as against the original Lessee thereunder or any of said Lessee's assigns.

Dated this 1st day of March, 19 93

CONTRACT-PURCHASER:

By: [Signature]
George Kritikos

LESSOR:

By: [Signature]
James Kosmides

By: [Signature]
Rena Kosmides

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and charges then due or to become due as they become due to Mortgagee or such subsequent owner.

5. Lessee from and after the date hereof shall send a copy of any notice or statement under the Lease to Mortgagee at the same time such notice or statement is sent to the Landlord under the Lease.

6. Lessee hereby agrees that from and after the date hereof in the event of any act or omission by Landlord under the Lease which would give Lessee the right, either immediately or after the lapse of the period of time, to terminate the Lease, or to claim a partial or total eviction, or to cease operations or to stop paying base rent, percentage rent or any other sums under the Lease, Lessee shall permit Mortgagee to cure such act or omission and Lessee will not exercise any such right (i) until it has given written notice of such act or omission to the Mortgagee by delivering such notice of such act or omission, by ~~registered~~ certified mail, return receipt requested, addressed to Mortgagee, at the Mortgagee's address as given herein (Attention: Real Estate Department), or at the last address of Mortgagee furnished to Lessee in writing and (ii) until 30 days shall have elapsed since Mortgagee's receipt of such notice (provided that if such act or omission is not reasonably capable of being cured within said 30 day period, Mortgagee shall be entitled to such longer period of time as is necessary to complete said cure, ~~including without limitation the time required for Mortgagee to obtain ownership and control of the Demised Premises~~) provided, Mortgagee, at its option shall, following the giving of such notice, have elected to commence and continue to remedy such act or omission or to cause the same to be remedied.

7. Lessee will neither offer nor make prepayment of rent (for a period in excess of one month) without the express consent in writing of the Mortgagee.

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...due to Mortgage or such subsequent
...shall send a copy of any notice or statement
...if notice of statement is sent to the Landlord
...that the date fixed in the event of any tax or
...and give Lessee the right, either immediately
...date the Lease, or to claim a partial or total
...have rent, percentage, tax or any other sums
...to cure such act or omission and Lessee will
...written notice of such act or omission to the
...of omission, by ~~written~~ return receipt
...Lessor's address as given herein (Attention
...of Mortgage furnished to Lessee in writing
...Mortgage's receipt of such notice (provided
...able to being cured within said 30 day period,
...and necessary in connection with the

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8. Nothing contained in this Agreement shall in any way impair or affect the lien created by the Mortgage, except as specifically set forth herein.

9. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted.

10. This Agreement shall inure to the benefit of the parties hereto, their successors and assigns; ~~provided, however,~~ that in the event of the assignment or transfer of the interest of the Mortgagee, all obligations and liabilities of the Mortgagee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom the Mortgagee's interest is assigned or transferred; and provided further that the interest of Lessee under this Agreement may not be assigned or transferred.

11. Lessee agrees that this Agreement shall not be subject to any condition or requirement in the Lease relating to the granting of a non-disturbance agreement.

12. ~~Lessee acknowledges that it has notice that all rents and the rent and all other sums due thereunder have been assigned to the Mortgagee as part of the security for the note secured by the Mortgage.~~ In the event that Mortgagee notifies Lessee of a default under the Mortgage and demands that Lessee pay its rent and all other sums due under the Lease to Mortgagee, Lessee agrees that it will honor such demand and pay its rent and all other sums due under the Lease directly to the Mortgagee as directed by Mortgagee, ^{provided Landleord has signed this agreement.}

13. Lessee hereby agrees that Mortgagee may, at Mortgagee's sole and exclusive option upon the institution of any foreclosure proceedings, elect in writing to have the Mortgage subordinated to the Lease for purposes of such foreclosure proceeding.

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not shall in any way impact or affect the lien

of this instrument

subject of release of any provision of this

instrument shall be valid

and writing and only executed by the party

benefit of the parties hereto, their successors

of the assignment of a portion of the interest

of the Mortgagee under this instrument shall

and liabilities shall be the responsibility of the

and assigned to the assignee to be paid

to be assigned to the assignee

and assigned to the assignee in the

of agreement

~~and that the assignee shall not be~~

and assigned to the assignee in the

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14. This Agreement may be executed in any number of counterparts and by separate parties hereto on separate counterparts, all of such counterparts taken together to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties thereto have respectively signed and sealed this Agreement as of the day and year first above written.

BANK OF MONTREAL, as Agent

By [Signature] Director
Title

THE LIMITED STORES, INC.

[Signature]
George S. [Signature]
Vice President Real Estate Title

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number of respondents and the number

of respondents taken together to constitute the

total number of respondents and the number

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State of Illinois)

County of Cook) SS

I, Lynn S. Greer, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mark D. Trislock, a Director of Bank of Montreal, a Canadian chartered bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Director, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 4th day of March, 1992.



Lynn S. Greer
Notary Public
Lynn S. Greer
(TYPE OR PRINT NAME)

(SEAL)

Commission Expires:

2-13-94

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State of Illinois)
) SS
County of Franklin

I, Tina M. Hollen, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gerald Rosenfeld, Vice President of The United States, Inc., a Delaware corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this 11 day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day of December, 1992.

Tina M. Hollen
Notary Public
TINA M. HOLLEN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES JUNE 21, 1998
(TYPE IN PRINT NAME)

(SEAL)

Commission Expires:

6-21-93

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court at Chicago, Illinois, this 1st day of January, 1901.

Attest: My hand and seal of said Court at Chicago, Illinois, this 1st day of January, 1901.

CLERK OF COURT

WILLIAM H. ...
CLERK OF COURT

CHAS. J. ...

SCHEDULE 1

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES NORTH AND EAST OF THE MARGIN OF THE LITTLE CALUMET RIVER, EXCEPTING THEREFROM THE FOLLOWING:

- A. THE EAST 400 FEET OF SAID NORTHWEST QUARTER;
- B. THAT PART TAKEN, USED OR INDICATED FOR TORRENCE AVENUE;
- C. THAT PART TAKEN AND CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY DEED DULY RECORDED JULY 24, 1916 AS DOCUMENTS 934986 AND 935027;
- D. THAT PART OF SAID NORTHWEST QUARTER DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER;
 THENCE SOUTH ALONG THE WEST LINE OF SAID QUARTER, A DISTANCE OF 230 FEET;
 THENCE EASTERLY ON A LINE PARALLEL TO THE NORTH LINE OF SAID QUARTER, A DISTANCE OF 200 FEET;
 THENCE NORTH A DISTANCE OF 230 FEET TO A POINT ON THE NORTH LINE OF SAID QUARTER;
 THENCE WESTERLY ALONG SAID NORTH LINE A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.
- E. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:
 BEGINNING AT THE NORTHWEST CORNER OF THE EAST 400 FEET OF SAID NORTHWEST QUARTER;
 THENCE SOUTH 8 DEGREES, 09 MINUTES, 50 SECONDS WEST ON THE WEST LINE OF THE EAST 400 FEET OF SAID NORTHWEST QUARTER, A DISTANCE OF 1438.44 FEET;
 THENCE NORTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 319.28 FEET;
 THENCE NORTH 25 DEGREES, 20 MINUTES, 00 SECONDS WEST, A DISTANCE OF 87.07 FEET;
 THENCE NORTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 319.21 FEET;
 THENCE SOUTH 41 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 24.88 FEET;
 THENCE NORTH 44 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 119.22 FEET;
 THENCE SOUTH 41 DEGREES, 17 MINUTES, 30 SECONDS WEST, A DISTANCE OF 18.88 FEET;
 THENCE SOUTH 41 DEGREES, 43 MINUTES, 30 SECONDS WEST, A DISTANCE OF 611.48 FEET;

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SCHEDULE 1 CONTINUED

B. (CONTINUED)

THENCE NORTH 8 DEGREES, 17 MINUTES, 30 SECONDS EAST ON A LINE PERPENDICULAR TO THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 813.00 FEET TO THE NORTH LINE OF SAID NORTHWEST QUARTER;

THENCE SOUTH 88 DEGREES, 42 MINUTES, 30 SECONDS EAST ON THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1055.03 FEET TO THE PLACE OF BEGINNING.

F. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION;

THENCE SOUTH ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1204 FEET TO A POINT;

THENCE EAST 71.00 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE EAST LINE OF TORRENCE AVENUE, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 5 FEET TO A POINT;

THENCE SOUTH ALONG A LINE PARALLEL TO AND DISTANT 5 FEET FROM SAID EAST LINE OF TORRENCE AVENUE A DISTANCE OF 316.00 FEET TO A POINT;

THENCE WEST, FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 5 FEET TO A POINT ON SAID EAST LINE OF TORRENCE AVENUE;

THENCE NORTH A DISTANCE OF 316.00 FEET TO THE POINT OF BEGINNING;

G. THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE EAST A DISTANCE OF 226 FEET TO A POINT;
THENCE SOUTH A DISTANCE OF 30 FEET (MEASURED AT RIGHT ANGLE) TO A POINT ON THE SOUTH LINE OF 15TH STREET, SAID POINT BEING THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH ALONG THE LAST DESCRIBED COURSE A DISTANCE OF 30 FEET TO A POINT;

THENCE EAST ALONG A LINE PARALLEL TO AND DISTANT 60 FEET FROM THE NORTH LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 732.77 FEET TO A POINT;

THENCE NORTH ALONG A LINE FORMING A RIGHT ANGLE WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 30 FEET TO A POINT ON SAID SOUTH LINE OF 15TH STREET;

THENCE WEST A DISTANCE OF 732.77 FEET TO THE POINT OF BEGINNING;

**H. PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 18 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING THE NORTH 180 FEET OF THE SOUTH 444 FEET OF THE WEST 180 FEET OF THE EAST 810 FEET OF SAID QUARTER SECTION,
ALL IN COOK COUNTY, ILLINOIS.**

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EXHIBIT "A" TO SUBORDINATION, NON-DISTURBANCE AND AFTERLEASE AGREEMENT

DESCRIPTION OF LEASE DOCUMENTS AND LEASE TERMS

- A. Date of Lease: March 11, 1988
- B. Parties:
- (1) Lessor: LaSalle National Trust, N.A., successor trustee to LaSalle National Bank, Trustee under Trust No. 30703
 - (2) Tenant: The Limited Stores, Inc.
- C. Amendments, Assignments, Subleases and Other Leases or Agreements:

None

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STREET ADDRESS: 96 River Oaks Center
Calumet City, Illinois 60409

P.L.N.: 30-19-100-128
30-19-100-129
30-19-100-112

PREPARED BY AND MAIL TO:

ALLEN J. SHULDNER
CHAIRMAN AND CUTLER
111 WEST MONROE STREET
CHICAGO, ILLINOIS 60690

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