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## COLLATERAL ASSIGNMENT OF TENANT'S RIGHTS IN LEASE

THIS COLLATERAL ASSIGNMENT OF TENANT'S RIGHTS IN LEASE (this "Assignment") is made as of the 4<sup>th</sup> day of March, 1993 by BOSTON CHICKEN, INC., a Massachusetts corporation ("Borrower"), to CONTINENTAL BANK N.A. ("Bank").

### WITNESSETH:

WHEREAS, Bank now and from time to time hereafter shall make loans, advances and/or financial accommodations to or for the benefit of Borrower pursuant to a certain Secured Credit Agreement (the "Credit Agreement"; terms used herein and not otherwise defined herein shall have the meaning assigned thereto in the Credit Agreement) dated as of January 13, 1993, between Borrower and Bank; and

WHEREAS, Borrower has entered into a commercial lease with Parkway Bank & Trust Co., as Trustee of Trust No. 8192 ("Landlord") dated October 7, 1992 for occupancy of the property commonly known as 4870 N. Harlem Avenue, Harwood Heights, Illinois 60656 and legally described on Exhibit A attached hereto and made a part hereof (the "Premises") (which lease, together with all renewals, extensions, modifications, amendments, substitutions or replacements, all of the Borrower's rights and remedies thereunder, and all proceeds payable under any policy of insurance covering loss resulting from untenability caused by destruction or damage to the Premises, is hereinafter referred to as the "Lease"). The Lease is additional security for all of Borrower's obligations to Bank arising under or in connection with the Credit Agreement and the other Loan Documents (the "Liabilities").

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Assignment. In order to induce Bank to make advances under the Credit Agreement and as additional security for the payment of the Liabilities and for the performance and observance of all the agreements contained herein, in the Credit Agreement and in the other Loan Documents, Borrower does hereby set over, and transfer to Bank, upon the terms and conditions hereinafter contained, a continuing collateral security interest in the Lease, together with all the right, title and interest of Borrower therein and thereto, to have and to hold the same unto Bank, its successors and assigns, forever, or for such shorter period as hereinafter may be indicated, as additional security for the payment of the Liabilities and for the performance and observance of all the agreements contained in the Credit Agreement.

2. Warranties, Representations and Covenants. Borrower hereby covenants, represents, warrants and agrees as follows:

DEPT-01 RECORDINGS \$29.50  
T#9999 TRAN 5362 03/18/93 10:04:00  
#9787 # \* - 93 - 203162  
COOK COUNTY RECORDER

\$29.50

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A. At all times, Bank shall have the right to verify the validity, amount of or any other matter relating to the Lease, by mail, telephone, telegraph or otherwise, in the name of Borrower, Bank, a nominee of Bank, or any or all of said names, all in accordance with the terms and conditions of the Lease.

B. Unless Bank notifies Borrower in writing that it dispenses with any one or more of the following requirements, Borrower shall: (i) inform Bank, in writing, of any assertion of any material defaults, claims, offsets or counterclaims under the Lease; and (ii) not permit or agree to any termination or surrender, or to any material extension, settlement or amendment modification of, the Lease.

C. The Lease is in full force and effect; a complete and correct copy of the Lease has been furnished to Bank; Borrower is the lessee under the Lease and has good right to collaterally assign its interest in the same (subject, however, to the rights, if any, of the Landlord to consent to such collateral assignment); no other person, firm or corporation has any right, title or interest therein except as expressly set forth herein; and Borrower has not previously sold, assigned, transferred, mortgaged or pledged its interest in the Lease to any other person or entity.

D. Borrower has and shall: (i) observe, perform and discharge, duly and punctually, all the obligations, terms, covenants, conditions and warranties of the Credit Agreement, the other Loan Documents and the Lease, on the part of Borrower to be kept, observed and performed; and (ii) give prompt notice to Bank of any failure on the part of Borrower to observe, perform and discharge same. Borrower has and shall: (i) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Lease or the obligations, duties or liabilities of Borrower and/or Landlord thereunder; (ii) upon request by Bank, will do so in the name and behalf of Bank but at the expense of Borrower; and (iii) pay all costs and expenses of Bank, including reasonable attorneys' fees in any action or proceeding in which Bank may appear.

E. Borrower has entered or will enter into occupancy of the Premises in accordance with the terms and conditions of the Lease; to the best of Borrower's knowledge, Landlord is not in default in performing or complying with any of its obligations under the Lease; Landlord has completed, or will complete within the time period provided in the Lease, all improvements required by the terms of the Lease; and the Premises are, or will be within the due course of construction completion, open for the use of Borrower, its customers, employees and invitees.

F. Bank shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises nor shall Bank assume any obligation, duty or liability under the Lease.

G. Borrower hereby agrees to indemnify and hold Bank harmless of, from and against any and all liability, loss, damage or expense which Bank may or might incur by reason of this Agreement. Should Bank incur any such liability, loss, damage or expense, the amount thereof (including reasonable

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attorneys' fees) shall be payable by Borrower immediately upon demand, shall bear interest (at the rate due on monies after a default) from the date of Bank's payment thereof until repaid to Bank, and shall be secured hereby.

H. The failure of Bank to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver by Bank of any of its rights and remedies hereunder. The rights and remedies of Bank under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Bank under the Credit Agreement.

I. Upon payment in full of all of the Liabilities, this Assignment shall become and be void and of no further effect, and Bank shall, upon demand by Borrower, execute a release to be filed of record.

J. This Assignment was executed and delivered in, and, except as otherwise specifically stated in any given paragraph hereof, shall be governed as to validity, interpretation, construction, effect and in all other respects by the laws and decisions of the State of Illinois.

3. Power of Attorney. Upon the occurrence of an Event of Default under the terms of the Credit Agreement, Borrower further irrevocably appoints Bank as Borrower's attorney-in-fact to exercise any or all of Borrower's rights in, to, and under the Lease and to do any or all other acts, in Borrower's name or in the Bank's own name, that Borrower could do under the Lease, with the same force and effect as if this Assignment had not been made.

4. Exercise of Rights. Upon the occurrence of an Event of Default under the terms of the Credit Agreement, Bank, in its sole discretion, may do any one or more of the following, subject to the terms and conditions contained in the Lease:

A. Enter upon, take possession of, manage and operate the Premises or any part thereof pursuant to the terms and conditions of the Lease, and Borrower agrees to surrender possession of the same.

B. If such Event of Default under the Credit Agreement occurs due to Borrower's default under the Lease, Bank may cure any such default under the Lease within the curative times provided in the Lease, or any longer period granted to Bank by Landlord.

C. Exercise any and all rights and remedies afforded to Bank under the Credit Agreement, the other Loan Documents and the Uniform Commercial Code and any and all other applicable provisions of law, including the right to sell Borrower's interest in the Lease at a public or private sale.

5. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on Borrower and Bank and the successors and assigns of each.

IN WITNESS WHEREOF, this Agreement has been duly exercised the day and

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year first above written.

BOSTON CHICKEN, INC., a Massachusetts corporation

By:     Saad J. Nadhir      
Its     President Vice Chairman    

Attest:     Donald J. Bingle      
Its     Secretary Clerk    

(CORPORATE SEAL)

STATE OF ILLINOIS            )  
                                  ) SS:  
COUNTY OF COOK            )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that     Saad J. Nadhir    , personally known to me to be the     Vice Chairman     ~~Chairman~~ President of BOSTON CHICKEN, INC., a Massachusetts corporation, and     Donald J. Bingle    , personally known to me to be the     Clerk     ~~Secretary~~ Secretary of said corporation, and 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 as such     Vice Chairman President and Clerk Secretary     ~~Chairman President and Clerk Secretary~~, they signed, sealed and delivered said instrument as     Vice Chairman President and Clerk Secretary     ~~Chairman President and Clerk Secretary~~ of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their 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 official seal, this 4th day of March, 1993.

    Jean L. Lazzaro      
Notary Public

My Commission Expires:     July 22, 1995      
This Instrument Prepared In Chicago, Illinois By  
and After Recording Return To:

"OFFICIAL SEAL"  
JEAN L. LAZZARO  
Notary Public, State of Illinois  
My Commission Expires July 22, 1995

Continental Bank N. A.  
231 South LaSalle Street  
Chicago, Illinois 60697

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assorted

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## EXHIBIT A

[ATTACHED TO AND MADE A PART OF A COLLATERAL ASSIGNMENT OF TENANT'S RIGHTS IN LEASE DATED MARCH 4th, 1993, BETWEEN BOSTON CHICKEN, INC. AND CONTINENTAL BANK N.A.]

STORE NO: 0083

ADDRESS: 4870 N. Harlem Avenue, Harwood Heights, Illinois 60656

PERMANENT TAX INDEX NUMBER: 12-12-419-022-0000  
12-12-419-023-0000

### LEGAL DESCRIPTION:

That part of the East 238 feet of Lot 1 (as measured along the South line thereof) in the Circuit Court partition of the East 1/2 of the South East 1/4, the North East 1/4 of the South West 1/4, and part of the West 1/2 of the South East 1/4 of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian, lying North of a line drawn 257 50/100 feet (as measured along the East line of said lot) South of and parallel with the South line of the North 35 feet of the South 1/2 of the South East 1/4 of the South East 1/4 of said Section less and excepting therefrom the following described parcel:

That part of the East 50 feet (measured at right angles to the East line of the Section) of that part of the East 238.0 feet of Lot 1 (as measured along the South line thereof) in the Circuit Court partition of the East 1/2 of the South East 1/4, the North East 1/4 of the South West 1/4 and part of the West 1/2 of the South East 1/4 of Section 12, Township 40 North, Range 12 East of the Third Principal Meridian, lying North of a line drawn 257.50 feet (as measured along the East line of said lot) South of and parallel with the South line of the North 33.0 feet of the South 1/2 of the South East 1/4 of the South East 1/4 of said section and lying south of said South line of the North 33.0 feet of the South 1/2 of the South East 1/4 of the South East 1/4 of said Section, except that part taken or used for Harlem Avenue, in Cook County, Illinois.

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