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ABSOLUTE AND UNCONDITIONAL ASSIGNMENT OF LEASES AND RENTS

DEPT-01 RECORDING \$27.50
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 49946 * -94-402296
 COOK COUNTY RECORDER

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Souco, Inc. d/b/a Giordano's and Giordano's of LaGrange, Inc. (hereinafter called "Assignor"), the owner(s) of the premises commonly known as 17499 Dixie Highway, Hazel Crest, Illinois, legally described in Exhibit A attached hereto and identified with P.I.N. 29-30-410-003, Volume 217, do hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, absolutely and unconditionally sell, assign, transfer, and set over unto THE LEMONT NATIONAL BANK AND TRUST COMPANY, whose principal place of business is at 310 Main Street, Lemont, Illinois 60439 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note secured by the Mortgage made by Assignor to Assignee, dated April __, 1994, and recorded in the Office of the Recorder of Cook County, Illinois, any and all leases now in effect or that become in effect in the future and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee, under the power hereby granted and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby appoint irrevocably said Assignee true and lawful agent in its name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or verbal, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises, and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

1. Expenses and attorney's fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.

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2. Expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.

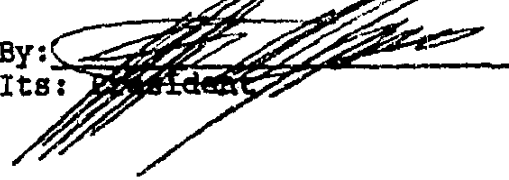
3. Taxes and assessments levied against said premises.

4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 4th day of April, 1994.

Souco, Inc. d/b/a Giordano's

By: 
Its: President

Giordano's of LaGrange, Inc.

By: 
Its: President

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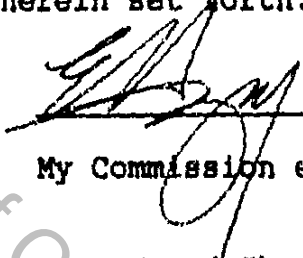
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State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Roberto DeSouza, as President of Souco, Inc. d/b/a Giordano's and Giordano's of LaGrange, Inc, 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 signed and delivered the said instrument as the President of Souco, Inc. d/b/a Giordano's and Giordano's of LaGrange, Inc. as its own free and voluntary act, for the uses and purposes therein set forth.

"OFFICIAL SEAL"
Euclides A. Agosto, Jr.
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/2/98



Notary Public
My Commission expires: _____

THIS INSTRUMENT WAS PREPARED BY and Should be Returned TO:
Gary E. Green
MARTIN & KARCAZES, LTD.
30 North LaSalle St. - Suite 4020
Chicago, IL 60602
(312) 332-4550



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COOK COUNTY CLERK'S OFFICE
111 N. LAUREL ST. CHICAGO, IL 60602
TEL: 312.603.1000 FAX: 312.603.1001
WWW.COOKCOUNTYCLERK.COM

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LEGAL DESCRIPTION

THAT PART OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE EAST LINE OF THE DIXIE HIGHWAY AS WIDENED (SAID EAST LINE BEING 40 FEET EAST OF THE WEST LINE OF SAID SOUTHEAST 1/4) WHICH IS 337.59 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 AND RUNNING THENCE EAST AT RIGHT ANGLES TO SAID EAST LINE, A DISTANCE OF 394 FEET MORE OR LESS, TO THE POINT OF INTERSECTION OF SAID RIGHT ANGLE WITH THE WESTERLY LINE OF GOVERNOR'S HIGHWAY; THENCE SOUTHWESTERLY ALONG THE SAID WESTERLY LINE OF GOVERNOR'S HIGHWAY, SAID LINES BEING A CURVE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 961.51 FEET FOR A DISTANCE OF 466 FEET MORE OR LESS, TO THE POINT OF INTERSECTION OF SAID WESTERLY LINE WITH THE SAID EAST LINE OF DIXIE HIGHWAY; THENCE NORTH ALONG SAID EAST LINE A DISTANCE OF 242.34 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT A

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