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Recording Requested By: The Money Store Investment Corporation

When Recorded Mail To: P.O. Box 162247, Sacramento, CA 95816
Attn: Loan Servicing

THIS AGREEMENT is made July 13, 1994, by and between The Money Store Investment Corporation, as Assignee, Jerome B. Austriaco, D.D.S., Ltd. as Lessee and Assignor, and Fullerton-Sheffield Professional Building Limited Partnership, Sole Beneficiary of Trust No. 11-4073 of the Albany Bank and Trust Company, as Lessor.

2500

Whereas, Lessor and Assignor have entered into that certain real property lease dated 4/29/94 for the rental of those certain premises described as: 900 W. Fullerton, Chicago, Illinois

Assignor desires to obtain a loan from Assignee in the principle sum of \$ 181,000.00 (the Loan). In order to induce Assignee to make the Loan, Assignor desires to assign its rights in the Lease to Assignee as additional security for the Loan. THEREFORE, the parties hereby agree to the following terms:

1. **Assignment of Lease Interest.** Assignor hereby absolutely and irrevocably assigns to Assignee, its successors and assigns, all of the rights, title and interest of Assignor in and to the Lease 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 and (b) performance and discharge of each term, covenant and condition of Assignor relating to or arising from the Loan. So long as Assignor is not in default under any agreement related to the Loan, Assignor shall have exclusive possession of the Premises.

Remedies of Assignee. 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, with notice to Lessor, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, may (a) enter upon, take possession of, and operate the Premises; (b) assign or sublease the Premises with Lessor's written consent, not to be unreasonably withheld; (c) appear in and defend any action; and/or (d) do any other acts which Assignee deems proper to protect the security hereof. The entering upon and taking possession of the Premises shall not cure or waive any default, or waive, modify or affect any notice of default or invalidate any acts done pursuant to such notice. Assignee shall not have any obligation whatsoever under the Lease or with respect to the Premises unless Assignee acquires possession of the Premises.

Consent of Lessor. Lessor hereby consents to this assignment and agrees not to distrain the Premises. Further, Lessor agrees that so long as Assignee has not entered into possession of the premises covered by said lease for the purpose of operating the business, it shall not be liable for rent or any other obligations of Assignor, and in the event of any default under such lease, the Lessor will not terminate the lease or take any action to enforce any claim with respect thereto, without giving Assignee at least ninety days prior written notice thereof and the right to cure such default within said period.

Lessor's Waiver. Lessor hereby subordinates its interest, if any, to the following property pledged by Assignor to Assignee as collateral for the Loan: Machinery and equipment. Lessor further agrees that Assignee may, with three days notice to Lessor, remove the above-referenced personal property and/or fixtures, now owned or hereinafter acquired by Assignor in the event of default under Assignor's security agreement with Assignee; provided, however, that Assignee shall be responsible for any undue damage resulting from the removal and indemnify Lessor against any such damage or injury to person or property arising from the entry upon the Premises or removal of property by Assignee or its agents.

5. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the successors, assigns and transferees of the parties.

6. **Attorney's Fees.** In the event any party commences any action against any other party by reason of any claimed breach of any provision of this Assignment, the party prevailing in such action shall be entitled to recover from the other party or parties reasonable attorney's fees and costs.

"Assignee"
THE MONEY STORE INVESTMENT CORPORATION

By: William R. Luckinbill
Assistant Branch Manager

"Lessee and Assignor"
Jerome B. Austriaco, D.D.S., Ltd.

Jerome B. Austriaco
Jerome B. Austriaco, D.D.S.

"Lessor" Fullerton-Sheffield Professional Building Limited Partnership, Sole Beneficiary of Trust No. 11-4073 of the Albany Bank and Trust Company

By: Howard S. Golden
Howard S. Golden, Secretary of Fullerton Avenue Investments Inc., General Partner of the Limited Partnership

BOX 333-CTI

751491D Accommodation
94695874
1994 AUG -5 PM 12:48
COOK COUNTY, ILLINOIS
FILED FOR RECORD

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9 4 8 7 5 7 4

EXHIBIT A

Lots 7, 8, 10, 11 and the West 8 feet of Lot 6 all in Seminary Addition to Chicago in Block 19 in Canal Trustee's Subdivision of the East 1/2 of Section 29, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

Commonly known as 990 W. Fullerton, Chicago, Illinois 60614

14-29-427-001

14-29-427-002

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STATE OF ILLINOIS)
COUNTY OF LAKE) ss.

I, JAMES J. RIEBANDT, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Jerome B. Austriaco, D.D.S., personally known to me to be the same person whose name is subscribed to the foregoing instrument as his own free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of August, 1994.

(Notarial Seal)

James J. Riebandt
Notary Public

My commission expires:

MAY 29, 1996

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

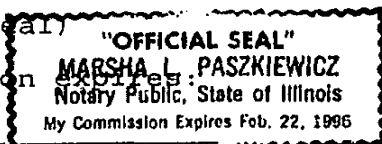


I, MARSHA PASZKIEWICZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Howard S. Golden, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Secretary of Fullerton Avenue Investments Inc., General Partner of the Limited Partnership and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and deed, for the uses and purposes therein set forth and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of July, 1994.

(Notarial Seal)

My commission expires:



Marsha L. Paszkiewicz
Notary Public

STATE OF ILLINOIS)
COUNTY OF Cook) ss.

I, Paula K. Heney, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, William R. Luckinbill, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Assistant Branch Manager of The Money Store Investment Corporation and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and deed, for the uses and purposes therein set forth and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of July, 1994.

(Notarial Seal)

My commission expires:

3/16/98

Paula K. Heney
Notary Public



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PAID JALDIRIO
FEBRUARY 1991
RECEIVED BY THE CLERK OF THE COURT
FOR THE COUNTY OF COOK