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## ASSIGNMENT OF LEASE

WHEREAS, under date of <sup>November 15, 1993</sup> ~~June~~, Cefco, Inc., an Illinois corporation as Lessee (hereinafter called "Assignor") entered into an Indenture of Lease with NBD Bank, an Illinois banking corporation, as Trustee under Trust Agreement dated November 15, 1993 and known as Trust No. 4653-AH, as Lessor, (hereinafter called "Lessor") under which Indenture of Lease the Lessor demised to Assignor premises situated at Mt. Prospect, in the County of Cook, State of Illinois, which said premises are more particularly described in said Indenture of Lease, subject to the reservations and rights set forth therein, for the term from March 1, 1994 to February 1, 2000; and

WHEREAS, James E. Cook, Clarence E. Fenger and Dolores J. Fenger (hereinafter individually and collectively "Borrower") have heretofore made application to NBD Bank, an Illinois banking corporation (hereinafter called "Assignee" or "Payee") for a loan in the amount of \$485,000.00, which loan has been conditionally authorized; and

WHEREAS, said loan is evidenced by a Note dated February 23, 1994, executed and delivered by Borrower, payable to the order of Assignee, in the principal amount of \$485,000.00, bearing interest at the initial rate of 8.75% per annum, said principal and interest being payable as in said Note provided (said Note and any note or notes given in extension or renewal thereof being hereinafter referred to as the "Note"); and

WHEREAS, one of the conditions for the making of said loan or any part thereof is the assignment by said Assignor to the Payee named in the above described Note of Assignor's interest in said lease as collateral security for the indebtedness evidenced by the said Note;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, receipt of which is hereby acknowledged, and as an inducement to Assignee to make disbursement of said loan, or any part thereof, the Assignor does hereby convey, assign, with the right of reassignment, transfer and set over unto Assignee all its right, title and interest in, to and under said lease.

Notwithstanding anything herein contained to the contrary, this assignment is made upon the express understanding and agreement that so long as Assignee, or the holder of the Note, has not entered into possession of the property covered by said lease, Assignee, or the holder of the Note, shall not be liable for the performance of any of the obligations, agreements, and covenants, including but not limited to the obligation to pay rent, made or assumed by Assignor as Lessee in connection with said lease and that said Assignor shall, notwithstanding this Assignment, remain

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liable for the performance of all such obligations, agreements and covenants, including but not limited to the obligation to pay the balance of the rent provided for under said lease as it accrues.

The Assignor hereby covenants and agrees that the Assignor will not modify or rescind the lease hereby assigned, or any of the terms thereof, without in each instance first obtaining the written consent of the Assignee; and that the Assignor will not enter into any new lease or leases of the premises hereinabove identified, or any agreement for the use or occupancy of the premises hereinabove identified or any part thereof, without such written consent of the Assignee.

DATED, this 23 day of February, 1994.

DEPT. OF RECORDING  
COUNTY CLERK'S OFFICE  
174051  
16:01:00  
COOK COUNTY RECORDER

Cefco, Inc., an Illinois corporation

By: James E. Cook  
James E. Cook, President

ATTEST:

By: Dolores J. Fenger  
Dolores J. Fenger, Secretary

Subscribed and Sworn to before me this 23 day of February, 1994

Edward P. Crehenius  
Notary Public

NOTARIAL SEAL  
EDWARD P. CREHENIUS  
Notary Public, State of Illinois  
My Commission Expires 4/15/97

This document prepared by:

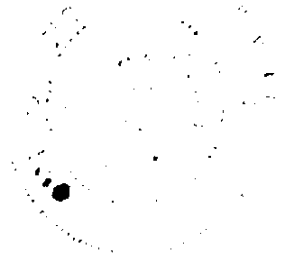
Andrew W. Lapin, Esq.  
Lapin & Associates  
300 West Washington Street  
17th Floor  
Chicago, IL 60606



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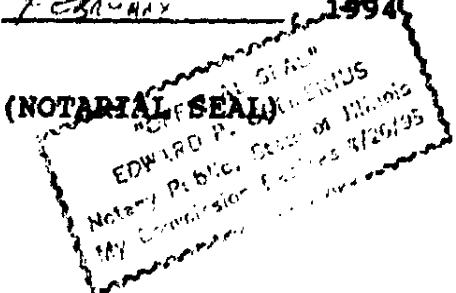
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(CORPORATE - 2 OFFICERS)

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, Edward P. Clementis, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, JAMES E. COOK and DORIS T. LEVICH personally known to me to be the same person whose names are subscribed to the foregoing instrument as the President and Secretary of CEFLS, INC., an corporation, acknowledged that the signed, sealed, and delivered the said instrument as their free and voluntary act and deed, for the uses and purposes therein set forth, and that the seal affixed to the foregoing instrument is the corporate seal and the said instrument was signed, sealed, and delivered in the name and in behalf of said corporation by the authority of its stockholders and Board of Directors as the free and voluntary act of said corporation for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of FEBRUARY 1994



Edward P. Clementis  
Notary Public  
My Commission Expires: 4-26-95

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## EXHIBIT A

THAT PART OF LOT A IN REESE'S ADDITION TO MOUNT PROSPECT, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT A; THENCE WEST ON THE SOUTH LINE OF LOT A, A DISTANCE OF 594.07 FEET TO THE POINT OF BEGINNING; THENCE NORTHERLY, PERPENDICULAR TO SAID SOUTH LINE OF SAID LOT A, A DISTANCE OF 120 FEET; THENCE SOUTHWESTERLY ON A LINE PERPENDICULAR TO THE WESTERLY LINE OF LOT A, A DISTANCE 221.81 FEET TO SAID WESTERLY LINE; THENCE SOUTHEASTERLY ON SAID WESTERLY LINE 10 FEET TO THE SOUTHWEST CORNER OF LOT A; THENCE EAST ON THE SOUTH LINE OF LOT A, A DISTANCE OF 186.81 FEET TO THE POINT OF BEGINNING.

PIN: 03-35-300-035-0000

COMMON ADDRESS: 790 1/2 Rand Road, Mt. Prospect, IL 60056

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Exhibit B 4 1 5 1

## CONSENT TO ASSIGNMENT OF LEASE

The undersigned, NBD Bank, an Illinois banking corporation, as Trustee under Trust Agreement dated November 15, 1993 and known as Trust No. 4653-01, as Lessor in the lease identified in the foregoing Assignment of Lease, hereby joins in said instrument for the purpose of consenting to such assignment, and to all of the terms and conditions thereof, including the right of reassignment. The undersigned hereby certifies that it/he has/have no agreements with Assignor with respect to the property covered by the lease or any part thereof, other than those contained in the said Indenture of Lease, for the period covered by such lease, that said lease is valid and binding in accordance with its terms, and that no defaults presently exist thereunder.

Further, the undersigned agrees that so long as the 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 the rent or any of the obligations of the Assignor who shall remain liable for the rent and all other obligations contained in said lease.

The undersigned agrees to give the Assignor and the Assignee sixty (60) days' written notice of any default under the terms of said lease as a condition precedent to the termination of the lease before taking any action for the purpose of terminating same for a breach of any covenant, agreement or condition contained in the lease. Such notice shall specify the nature of the alleged default and if such default shall be cured either by Assignor or Assignee within said sixty (60) day period then and in that event the Lessor shall not have the right to terminate the lease pursuant to such notice.

Lessee, its successors or assigns, is hereby granted the privilege to remove at any time any property brought upon the premises or improvements made thereon irrespective of the manner in which such property or improvements may be constructed or affixed to the premises.

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The foregoing shall constitute an amendment to the said lease and the provisions hereof shall govern if in conflict with any of the provisions contained in the original lease.

DATED, this 22 day of February, 1994.

NBD Bank, an Illinois banking corporation, as Trustee, under Trust Agreement dated November 15, 1993 and known as Trust No. 4653-AH and not personally

By: *Caroline J. Sweeney*  
Authorized Signatory

This instrument is executed by NBD BANK, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by NBD BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD BANK by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

Subscribed and Sworn to this 22nd day of February, 1994.

*Joan Wilson*  
Notary Public

"OFFICIAL SEAL"  
JOAN WILSON, Notary Public  
Cook County, State of Illinois  
My Commission Expires 2/3/98

This document prepared by:

Andrew W. Lapin, Esq.  
Lapin and Associates  
300 West Washington Street  
17th Floor  
Chicago, IL 60606

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