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COLLATERAL ASSIGNMENT OF LEASE AND RENTALS

COLLATERAL ASSIGNMENT OF LEASE AND RENTALS, dated ~~October 19~~ 1994 (the "Assignment"), from Ingram Family Limited Partnership fka Ingram Family Partnership, Ltd., an Ohio limited partnership ("Assignor"), to Bank One, Columbus, N.A., a national banking association with its principal banking offices at Columbus, Ohio ("Assignee").

The Assignor and White Castle System, Inc., a Delaware corporation (the "Lessee"), have entered into a Lease dated December 10, 1984 ("Lease"), providing for the leasing by the Assignor to the Lessee of certain real estate located in Chicago, Cook County, Illinois.

The Assignor desires to finance a portion or all of the cost of the real estate by borrowing from the Assignee. Such borrowing (hereinafter called the "Loan"), to be evidenced by a promissory note of the Assignor (hereinafter called the "Note"), payable to the Assignee.

NOW, THEREFORE, to induce the Assignee to loan Assignor the Loan, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor agrees as follows:

1. The Assignor, as security for the payment of the Note, hereby assigns, transfers and sets over unto the Assignee all the Assignor's right, title and interests, as lessor under the Lease, including without limitation, the right to receive and collect the minimum guaranteed annual rental (as defined in the Lease) payable to or receivable by the Assignor under or pursuant to the provisions of the Lease, and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of a default under the Lease, and to do any and all other things whatsoever which the Assignor, as Lessor, is or may become entitled to do under the Lease. In furtherance of the foregoing Assignment, the Assignor hereby irrevocably authorizes and empowers the Assignee in its own name, or in the name of its nominee, or in the name of the Assignor, or as its attorney, to ask, demand, sue for, collect and receive any and all minimum guaranteed annual rental to which the Assignee is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions of the Lease.

2. The Assignment made hereby is executed only as security and, therefore, the execution and delivery of this Assignment shall not subject the Assignee to, or transfer or pass, or in any way affect or modify the liability of the Assignor under the Lease, it being understood and agreed that notwithstanding such Assignment, or any subsequent assignment, all obligations of the Assignor to the Lessee under the Lease shall be and remain enforceable by the Lessee, its successors and assigns against, and only against, the Assignor.

3. The Assignor covenants and agrees that it will perform all of its obligations to be performed under the terms of the Lease and hereby irrevocably authorizes and empowers the Assignee, in its own name or in the name of its nominee, or in the name of the Assignor as its attorney on the happening of any failure by the Assignor, to perform, or cause to be performed, any such obligation, all at the Assignor's expense.

4. Upon the full discharge and satisfaction of the Note, the Assignment made hereby and all rights herein assigned to the Assignee shall cease and terminate, and all estate, right, title and interest of the Assignee in and to the Lease shall revert to the Assignor.

5. The Assignor warrants and covenants that: (a) the execution and delivery by the Assignor of the Lease, the Note and this Assignment are (or, upon their execution and delivery will be), and will remain, the valid and binding obligations of the Assignor in accordance with their terms; (b) the Assignor has not executed any other assignment of the Lease and its right to receive all payments of Rental under the Lease is and will continue to be free and clear of any and all liens, agreements or encumbrances (except this Assignment), created or suffered by any act or omission in respect of which the Lessee has assumed responsibility under the Lease, and the Assignor has received no advance Rental payments under the Lease; (c) notwithstanding this Assignment, the Assignor will conform and comply with each and all of the

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covenants and conditions in the Lease set forth to be complied with by it, and (d) to the knowledge of the Assignor, it has performed all obligations on its part to be performed under the Lease on or prior to the date hereof, and there has not occurred on or prior to the date hereof any default under the Lease.

6. The Assignor covenants and agrees with the Assignee that in the event any suit, proceeding or action is brought by the Assignee under the Lease for any installment of, or interest on, any Rental payment or other sum owing thereunder, or to enforce any provisions of such Lease, the Assignor will save, indemnify and keep the Assignee harmless from and against all expense, loss of damage suffered by reason of any defense setoff, counterclaim or recoupment whatsoever of the Lessee thereunder or its successors, arising out of a breach by the Assignor of any obligation under the Lease or arising out of any other indebtedness or liability at any time owing to the Lessee or its successors from the Assignor. Any and all such obligations of the Assignor shall be and remain enforceable against, and only against, the Assignor and shall not be enforceable against the Assignee or any party or parties in whom any of the rights of the Assignor under the Lease shall vest by reason of the successive assignments or transfers.

7. This Assignment shall be governed by the laws of the State of Ohio.

8. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by its General Partner, thereunto duly authorized as of the date first above written.

Witnesses:

INGRAM FAMILY LIMITED PARTNERSHIP fka
INGRAM FAMILY PARTNERSHIP, LTD.,
an Ohio limited partnership

Julie A. DeLoach
Julie A. DeLoach
Francis Thompson
Francis Thompson

By: I.F. Limited Co., General Partner

By: Edgar W. Ingram, III
Edgar W. Ingram, III, President

STATE OF OHIO :
 :SS:
COUNTY OF FRANKLIN :

Before me, a Notary Public in and for said County and State, personally appeared Edgar W. Ingram, III, President of I.F. Limited Co. the General Partner of Ingram Family Limited Partnership fka Ingram Family Partnership, Ltd., who acknowledged the execution of the foregoing Mortgage, for and on behalf of Ingram Family Limited Partnership fka Ingram Family Partnership, Ltd., and who, having been duly sworn, stated that all representations contained therein are true.

Witness my hand and Notarial Seal this 14th day of October, 1993.

My commission expires:

Francis Thompson
Notary Public
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires Aug. 1, 1998

This instrument was prepared by Bank One, Columbus, N.A., 100 East Broad Street, Columbus, Ohio 43271.

128-1074

94250421

DEPT-01 RECORDING \$25.00
TW0888 TRAN 0695 03/18/94 11.48.00
#1127 # 118 # 94-250421
COOK COUNTY RECORDER

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Lots 1 to 8 inclusive (except that part of Lot 8 lying within east 50 inches of Section) in Block 4 in 1st addition to Sheldon Heights North West a Subdivision in East 1/4 of South East 1/4 of Section 17, Township 37 North, Range 14 East of the third principal meridian, in Cook County, Illinois.

TAX ID NUMBER: 0311052459

EXHIBIT A

Property of Cook County Clerk's Office

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