

Recording Requested By:

Prepared by:  
When Recorded Mail To:

The Money Store Investment Corporation  
P. O. Box 15143  
Sacramento, CA 95851

DEPT-01 RECORDING \$29.00  
T00012 TRAN 8448 12/29/95 12:54:00  
#8767 + CG \*-95-907107  
COOK COUNTY RECORDER

③ 7572637 J/4 5060607 nm

ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

THIS AGREEMENT is made DECEMBER 28, 1995, by and between The Money Store Investment Corporation, as Assignee, and Thomas J. McNichols as Lessor and Assignor.

RECITALS

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- A. Assignor and Thomas Builders & Construction Co., Inc. have entered into that certain real property lease dated November 15, 1995 as Lessor and Lessee, respectively, for the rental of those certain premises described as:  
See Exhibit "A", attached hereto and incorporated by reference.  
(the "Premises"). Said lease, together with any extensions, amendments, modifications and guarantees thereof, shall be referred to herein as the "Lease".
- B. Assignor desires to obtain a loan from Assignee in the principal sum of \$ 141,000.00 (Loan).
- C. In order to induce Assignee to make the Loan to Assignor, Assignor desires to assign its rights in the Lease to Assignee as additional security for the Loan.

THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree to the following terms, covenants, and conditions:

TERMS, COVENANTS AND CONDITIONS

- 1. **Assignment of Lease Interest.** Assignor hereby absolutely and irrevocably assigns to Assignee, with the right of reassignment, all of the rights, title and interest of Assignor in and to the Lease, including, without limitation, all rent, income and profits derived therefrom, 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 contained herein or in any other agreement relating to or arising from the Loan. The assignment of rents, income and profits herein is absolute, not an assignment for security only, and the Assignee's right to rents, income and profits is not contingent upon, and may be exercised without, possession of the Premises. The rights assigned hereunder include, without limitation, all of Assignor's rights to modify or terminate the Lease or release the Lessee from the performance of any term thereof, and Assignor shall not modify or terminate the Lease nor accept the surrender thereof without the written consent of Assignee. Any violation of the terms of this agreement may, at Assignee's option, result in the acceleration of the Loan.
- 2. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefits of the successors, assigns and transferees of the parties hereto.

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BOX 333-CTI

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3. *Attorneys' 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 attorneys' fees and costs

"Assignee"

THE MONEY STORE INVESTMENT CORPORATION

By: Cathy A. Pendley, Loan Processing Manager

"Lessee" (Alter ego loans only)

Thomas Building & Construction Co., Inc.

By:

Thomas J. McMichael, President

WILLIAMS

"Lessor and Assignor"

Thomas J. McMichael

**(SIGNATURES MUST BE NOTARIZED)**

Of Cook County Clerk's Office

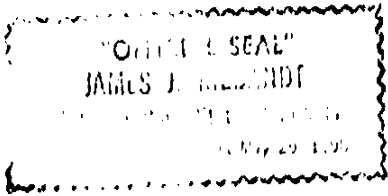
# UNOFFICIAL COPY

STATE OF ILLINOIS     )  
                                  ) S.S.  
COUNTY OF LAKE     )

I, JAMES J. RIKBAUDT a Notary Public in and for said County, in the State of aforesaid, do hereby certify that on this day personally appeared before me, THOMAS J. McNICHOLS personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN, under my hand and notarial seal this day of 28<sup>th</sup> day of DECEMBER 1995.

James J. Rikbaudt  
Notary Public



My commission expires: MAY 29, 1996

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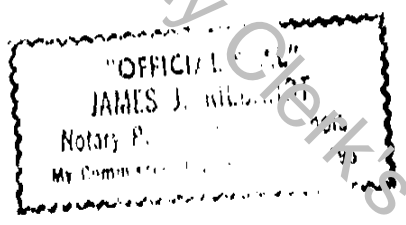
STATE OF ILLINOIS     )  
                                  )  
COUNTY OF LAKE     )     S.S.:

I, JAMES J. RIEBANDS, a Notary Public in and for said county, in the State aforesaid, do hereby certify that on this day personally appeared before me, Thomas J. McNichols, 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 president of Thomas Builders & Construction Co., Inc. and acknowledged that he signed, sealed, and delivered the said instrument as his 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 their stockholders and board of directors as the free and voluntary act of said corporation for the uses and purposes set forth, in and by virtue of the homestead exemption laws.

GIVEN under my hand and notarial seal on this 28<sup>th</sup> day of DECEMBER, 1995.  
My commission expires:

MAY 29, 1996

James J. Riebands  
Notary Public



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## Exhibit "A"

LOTS 20, 21, AND 22 IN BLOCK 9 IN GALE AND WELCH'S RESUBDIVISION  
OF BLOCKS 27 TO 30, LOTS 4 TO 12 IN BLOCK 31 AND ALL OF BLOCKS 47  
TO 50 IN A. GALE'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION  
31 AND THE SOUTH WEST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH,  
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,  
ILLINOIS

PERMANENT INDEX NUMBER: 13-32-318-033-0000 (1 OF 2)

PERMANENT INDEX NUMBER: 13-32-318-034-0000 (2 OF 2)

MORE COMMONLY KNOWN AS: 6140-42-44 WEST NORTH AVENUE,  
CHICAGO, ILLINOIS 60639

Property of Cook County Clerk's Office

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