PREPARED BY:

James J. Ricbandt Ricbandt & DeWald, P.C. 3025 Salt Creek Lane Arlington Heights, Illinois 60005

WHEN RECORDED RETURN TO: Liana Smolensky AT&T SMALL BUSINESS LENDING CORPORATION 2 GATEHALL DRIVE

PARSIPPANY, NJ 07054-0440

. DEPT-01 RECORDING

\$31.00

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COOK COUNTY RECORDER

ASSIGNMENT OF LEASE AND RENTS (LESSOR'S INTEREST)

31.04

THIS AGREEMENT is made August 16, 1996, by and between AT&T Small Business Lending Corporation, as Assignee, and JA14E,S E. BURNS as Lessor and Assignor.

RECITALS

- A. Assignor and LORRAINE ANTIEAU have entered into that certain real property lease dated February 23, 1996 as Lessor and Lessee, respectively, for the rental of those certain premises described as Office Numbers 5 and 6, 4201 West Irving Park Road, Chicago, Illinois 60641. See Exhibit "A" attached hereto and made a part hereof.
- B. Assignor desires to obtain a loan from Assignee in the principal sum of Four Hundred Thirty Thousand and 00/100ths DOLLARS (\$430,000.00) (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 process 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 in 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

This instrument does not expect to whom the tax bill do to be smiled and the relove no Tax Billing Information Firm is required to be recorded with this instrument.

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BOX 333-CTI

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UNOFFICIAL COPY

other agreement relating to 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 the agreement may, at Assignee's option, result in the acceleration of the Loan.

- 2. Successor and Assigns. This Assignment shall be binding upon and shall inure to the benefits of the successors, assigns and transferees of the parties hereto.
- 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.

"Lessor and Assignor"

ames E. Burns

"Lessee"

Lorraine Antieau

"Assignce"

AT&T SMALL BUSINESS LENDING CORPORATION

0010 010111011

James I Richardt

Proberty of Cook County Clerk's Office

STATE OF ILLINOIS)	
COUNTY OF COOK)	SS

I, <u>JAMES J. RIEBARDI</u>, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that JAMES E. BURNS is personally 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, sealed and delivered the said Instrument as his free and voluntary act for the uses and purposes set forth.

GIVEN under my hand and seal this 16th day of August, 1996.

Notary Public

My commission expires: MAG 29, 2000

JAMES J. SEAL".

Notary Public Side of Illinois

My Commission Expires May 29, 2000

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STATE OF ILLINOIS)	
م الم)	SS
COUNTY OF COUK)	

I, JAMES J. RIEBANDT, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that LORRAINE ANTIEAU is personally 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 she signed, sealed and delivered the said Instrument as her free and voluntary act, for the uses and purposes set forth.

GIVEN under my hand and seal this 16th day of August, 1996.

Notary Public

My commission expires: M424, 2050

"OFFICIAL SEAL"
JAMES J. RIEBANDT
Notary Public State of Illinois
My Commission Express May 29, 2000

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STATE OF ILLIN	OIS)			
COUNTY OF	look) SS:			
I,UND aforesaid, DO HER the Agent and Atto name is subscribed acknowledged that	CEBY CERTIFY, orney for AT&T S to the foregoing he signed, sealed orporation, and cases set forth.	that JAMES . SMALL BUST instrument, ap and delivered aused the seal of	Public in and for sall. RIEBANDT person NESS LENDING Copeared before me this the said Instrument of said Corporation to the sa	nally known to n ORPORATION, is day in person, of writing as Ago	ne to be whose and
My Commission Ex	xpires:	Co4	"OFFICIAL SEA Rosanne M. O'Co Notary Public, State of My Commission Expires	nnor	
			Close	••••••	

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EXHIBIT A

THE EAST 32 FEET OF LOTS 2, 3 AND 6 (EXCEPT THE SOUTH 8 FEET OF LOT 6) IN BLOCK 32 IN IRVING PARK, IN THE NORTH ½ OF THE NORTHEAST ½ OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address:

Office Numbers 5 and 6, 4201 West Irving Park Road, Chicago, Illinois 60641

Permanent Index No.: 13-22-202-019

13-22-192-019

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