

Prepared by

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When Recorded Return To:

HELLER FIRST CAPITAL CORP.  
500 WEST MONROE, 16TH FLOOR  
CHICAGO, IL 60661  
ATTN: CENTRAL DOC. DEPT.



DEPT-01 RECORDING \$31.50  
T#0001 TRAN 6246 10/15/96 09:25:00  
#0574 RC # -96-783506  
COOK COUNTY RECORDER  
DEPT-10 PENALTY \$28.00

SBA Loan #PLP-923-297-3008-CHI  
HFCC Loan #3956

51464216 PM

56783508

3150  
28 PM

## ASSIGNMENT OF LEASE AND CONSENT OF LESSOR

This Assignment of Lease and Consent of Lessor (this "Assignment") is made as of October 3, 1996, among Sopiki, Inc., ("Lessee"), George Tsevis, ("Lessor") and Heller First Capital Corp. ("Lender").

Whereas, Lessor and Lessee have entered into a lease dated September 20, 1996, (the "Lease"), a true copy of which has been provided to Lender, which Lease covers the following described premises located at 8010 S. Kedzie Avenue, Chicago, IL 60652, (the "Premises"):

Refer to Exhibit "A" attached hereto and made a part hereof.

Whereas, Lender is making a loan (the "Loan") to Sopiki, Inc. and George Tsevis ("Borrower") and to secure the Loan, Lessee (who may, but not need be, the same individual or entity as Borrower), has agreed to assign its rights under the Lease to Lender, and

Whereas, both Lessor and Lessee acknowledge that they each will benefit from the Loan and that Lender would not make the Loan if it did not receive this Assignment;

Now Therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- Assignment of Lease.** Lessee assigns to Lender, as collateral for the Loan, all of Lessee's rights under the Lease. The parties intend that this Assignment is a present transfer to Lender of all Lessee's rights under the Lease, subject to Lessee's rights to use the premises and to enjoy the benefits of the Lease while not in default under the Loan or the Lease. This Assignment will remain in full force and effect until the Loan is paid in full, including any renewals, extensions and modifications. This Assignment includes all future renewals of the Lease. No amendments may be made to the Lease without Lender's prior written consent, which will not be unreasonably withheld.
- Consent of Landlord.** Lessor hereby expressly consents to the assignment of Lease to Lender on the terms set forth in this Assignment. If Lessee defaults under the Loan or the Lease, Lender may reassign the Lease to a new lessee who thereupon shall assume all of Lessee's obligations under the Lease, and Lessor agrees that Lessor's consent to any such reassignment will not be unreasonably withheld. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation, liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Lessee will remain fully liable for all obligations of Lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Lessor. If Lender later reassigns the Lease or abandons the Premises, Lender will have no further obligation to Lessor.
- Lease Defaults.** Lessor agrees not to terminate the Lease, despite default by Lessee, without giving Lender written notice of the default and an opportunity to cure the default within a period of not less than sixty (60) days from receipt of the notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Lessee), then Lessor will not terminate the Lease so long as Lessor receives all sums due under the Lease for the period during which Lender is in possession of the Premises or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Lessor.
- Personal Property.** Lessor agrees that all personal property on the Premises in which Lender has a security interest is severable and may be removed without further consent from Lessor in the event Lessee defaults under the Loan or the Lease. Any liens which Lessor may have against the personal property will be subordinate to all security interest of

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Lender in the personal property, if any. However, Lender will not remove any such property in such a way that the Premises are damaged without repairing the Premises or reimbursing Lessor for the cost of repair.

5. **Hazardous and Toxic Substances.** Lessee shall comply with all statutes, laws, ordinances, rules, regulations and precautions mandated or advised by any federal, state, local or governmental agency with respect to the use, generation, storage or disposal of hazardous, toxic or radioactive materials (collectively "Hazardous Materials"). Lessee shall indemnify and hold Lender, its successors and assigns and their respective employees, officers and agents harmless from and against any and all claims, damages and liabilities including attorneys' fees relating to or arising from any use, generation, storage or disposal of Hazardous Materials on or from the Premises. As used herein, Hazardous Materials shall include, but are not limited to, those materials identified in Sections 66680 through 66685 of Title 22 of the California Administration Code, Division 4, Chapter 30, as amended from time to time, and those substances defined as "hazardous substances", "hazardous materials", "hazardous waste", or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801 et seq., and any other governmental statutes, laws, ordinances, rules, regulations and precautions. Lessee shall not cause or allow anyone else to cause any Hazardous Materials to be used, generated, stored or disposed of on or about the Premises, without prior written consent of Lessor which consent may be withheld in the sole discretion of Lessor and which consent may be revoked at any time. Lessee's indemnification of Lessor and Lender, pursuant to the Lease and this Assignment, shall extend to all liability, including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials by Lessee or any person claiming under Lessee, including without limitation, the cost of any required or necessary repairs, cleanup or detoxification and the preparation of any closure or other required plans, whether such action is required or necessary prior to or following the termination of the Lease or this Assignment, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Materials by Lessee or any person claiming under Lessee. Neither the written consent by Lessor to the use, generation, storage or disposal of Hazardous Materials nor the strict compliance by Lessee with all statutes, laws, ordinances, rules, regulations and precautions pertaining to Hazardous Materials shall excuse Lessee from Lessee's obligation to perform in accordance of applicable statutes, laws, ordinances, rules or regulations, as stipulated in this paragraph.

6. **Additional Provisions.** This Assignment shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Assignment, and all covenants of the Lessor and Lessee stated in this Assignment are enforceable by any transferee or endorsee to whom the Lender may have transferred this Assignment.

In Witness Whereof, the parties hereto, through their duly authorized representatives, have executed this Assignment as of the date first above written.

Lessor:

Lessee: Sopiki, Inc.

George Tsevis  
George Tsevis

Athanasios Tsevis  
Athanasios Tsevis, President

By: Theodore Tsevis  
Theodore Tsevis, Secretary

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Lender:

Heller First Capital Corp.

By: William L. Lindell  
Authorized Signor

All Signatures Must Be Notarized

asslease.doc  
2/19/96

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## EXHIBIT "A" LEGAL DESCRIPTION

LOTS 141, 142, 143, 144 AND 145 IN SOUTHWEST  
HIGHLANDS AT 79TH AND KEDZIE, UNIT NUMBER 1, BEING A  
SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 13, EAST OF  
THE THIRD PRINCIPAL MERIDIAN, (EXCEPT LANDS DEEDED TO  
RAILROADS AND EXCEPT STREETS HERETOFORE DEDICATED), IN COOK  
COUNTY, ILLINOIS.

Tax# 19-35-213-020 (Affects Lot 141)  
Tax# 19-35-213-021 (Affects Lot 142)  
Tax# 19-35-213-022 (Affects Lot 143)  
Tax# 19-35-213-023 (Affects Lot 144)  
Tax# 19-35-213-024 (Affects Lot 145)

Commonly known as 8010 S. Kedzie Ave., Chicago, Illinois  
60652



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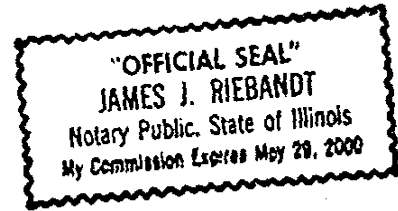
## CERTIFICATE OF ACKNOWLEDGMENT

STATE OF ILLINOIS  
COUNTY OF LAKE

On October 3, 1996, before me, JAMES J. RIEBANDT, notary public,  
personally appeared GEORGE TSEUS, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature James J. Riebandt



(Seal)

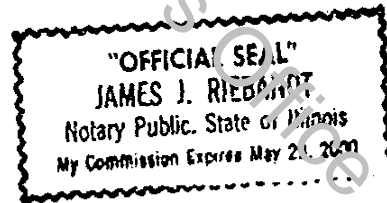
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STATE OF ILLINOIS  
COUNTY OF LAKE

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personally appeared ADAMASIOS TSEUS AND THEODORE TSEUS, personally known to  
me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the  
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),  
and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature James J. Riebandt



(Seal)

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