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ASSIGNMENT OF LEASE AND RENTS

(Lessor's Interest)

DOCUMENT NUMBER:

97498734

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THE MONEY STORE INVESTMENT CORPORATION

P.O. Box 15143

SACRAMENTO, CA. 95851

DEPT-01 RECORDING \$29.00

T#0012 TRAN 5895 07/10/97 14:40:00

#7894 CG #-97-498734

COOK COUNTY RECORDER

DEPT-10 PENALTY \$26.00

PARCEL ID NUMBER:

THIS AGREEMENT is made July 1st, 1997, by and between The Money Store Investment Corporation, as Assignee and Steven P. Rempas, as Lessor and Assignor.

RECITALS

Assignor and Steven P. Rempas, D.D.S., LTD. have entered into that certain real property lease dated 06-17-1997 as Lessor and Lessee, respectively, for the rental of those certain premises described as:

2829 North Lincoln Avenue, Chicago, IL 60614

and further described in Exhibit "A", attached hereto and incorporated herein by this 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 \$872,000.00 (Loan).
- C. In order to induce Assignee to make the Loan to Assignor, Assignor desires to assign its right 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

- 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 relating to or arising from the Loan. This 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.

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BOX 333 CTJ

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2. *Successors and Assigns.* This assignment shall be binding upon and shall inure to the benefit of the successors, assigns and transferees of the parties hereto.
3. *Attorney's 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 will be entitled to recover from the other party or parties reasonable attorney's fees and costs.

"Assignee"

THE MONEY STORE INVESTMENT CORPORATION

By: Bonnie Miles

Authorized Officer

"Lessor and Assignor"

Steven P. Rempas
Steven P. Rempas, D.D.S.

7-1-87
Date

"Lessee" (if required)

Steven P. Rempas, D.D.S., LTD.

By: Steven P. Rempas

Steven P. Rempas, D.D.S., President/Secretary

7-1-87
Date

SIGNATURES MUST BE NOTARIZED

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State of Illinois, Cook County
I, the undersigned, a Notary Public in and for said County and State, do hereby certify that
the same person(s) whose name(s) Seventy Rempas D.D.S subscribed to the foregoing instrument, appeared before me this day
in person and acknowledged that he signed and delivered the said instrument as
for the purposes and therein set forth. kt free and voluntary act,
Given under my hand and official seal, this

day of July, 1907

My commission expires:

"OFFICIAL SEAL"
KIM MILLER
Notary Public, State of Illinois
My Commission Expires 04/28/01

Kim Miller
Notary Public

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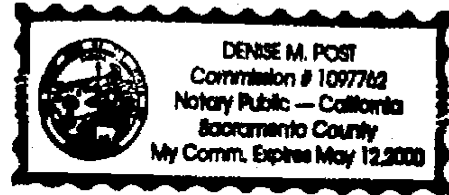
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STATE OF California
COUNTY OF Sacramento

On June 30, 1997, before me, Denise M. Post personally appeared Bonnie Nichols personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Denise M. Post
Denise M. Post, Notary Public

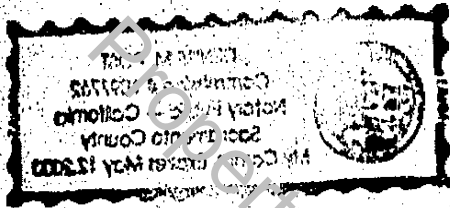


OPTIONAL

Capacity Claimed By Signer	Description Of Attached Document
<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Corporate Officer <u>AVP/Processing Manager</u> Title(s)	<u>Assignment of Lease and Rents (Lessor's Interest)</u> Title of Type of Document
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Limited <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> General <input type="checkbox"/> Trustee(s) <input type="checkbox"/> Guardian/Conservator <input type="checkbox"/> Other: _____	<u>Two (2)</u> Number of Pages
Signer is Representing: <u>The Money Store Investment Corporation</u>	Signer(s) Other Than Named Above <u>Steven P. Rempas, D.D.S., Steven P. Rempas, D.D.S., LTD.</u>
	<u>June 30, 1997</u> Date of Document

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 20 AND 21 IN ALBERT WISNER'S SUBDIVISION OF BLOCK 10 IN THE SUBDIVISION OF THAT PART LYING NORTHEAST OF THE CENTER OF LINCOLN AVENUE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-29-127-012

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