

# UNOFFICIAL COPY

## ASSIGNMENT OF LEASE AND RENTS

(Lessor's Interest)

DOCUMENT NUMBER:

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Cook County Recorder

33.50

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

THE MONEY STORE INVESTMENT CORPORATION

P.O. Box 15143

SACRAMENTO, CA. 95851

PARCEL ID NUMBER:



THIS AGREEMENT is made October 30, 1997, by and between The Money Store Investment Corporation, as Assignee and David E. and Mary E. Bertagna, as Lessor and Assignor.

### RECITALS

A. Assignor and PARKVIEW DENTAL CARE LTD have entered into that certain real property lease dated October 30, 1997, as Lessor and Lessee, respectively, for the rental of those certain premises described as:

1997

4020-4022 N. Central Avenue, Chicago, IL 60634

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 \$500,000.00 (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

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 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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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

  
Authorized Officer

"Lessor and Assignor"

  
David E. Bertagna D.D.S.

October 30, 1997  
Date


  
Mary E. Bertagna

October 30, 1997  
Date

"Lessee" (if required)

PARKVIEW DENTAL CARE, LTD.

By

  
David E. Bertagna D.D.S., President/Secretary

October 30, 1997  
Date

SIGNATURES MUST BE NOTARIZED

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State of California

}  
} ss.  
}

County of Sacramento

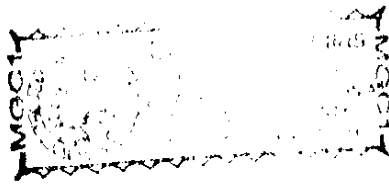
On Oct 30 1997, before me, Shannon Douglas, Notary Public in and for said County and State, personally appeared Mary Cabayan, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to be that he/she/they executed the same in his/her/their 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]

Signature of Notary Public

My commission expires: 11-11-97



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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

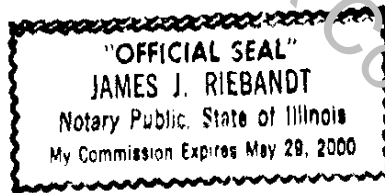
I, JAMES J. RIEBANDT, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, DAVID E. BENTON personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, read and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20<sup>th</sup> day of October, 19 97

(NOTARIAL SEAL)

James J. Riebandt  
Notary Public

My commission expires: MAY 29 2000



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## INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK         )

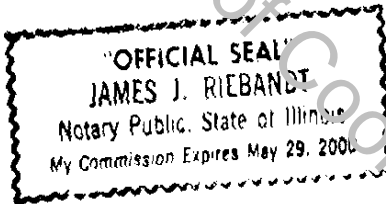
I, JAMES J. RIEBANDT, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, MARY E. BERTACCA, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act and deed, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 1997.

(NOTARIAL SEAL)

James J. Riebandt  
Notary Public

My commission expires: MAY 29, 2000



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## EXHIBIT "A"

LOT 12 (EXCEPT THE SOUTH 6 FEET THEREOF) AND LOT 11 (EXCEPT THAT PART DESCRIBED AS FOLLOWS; COMMENCING AT THE NORTH EAST CORNER OF SAID LOT 11; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 11, 3.07 FEET TO THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING; THENCE WEST ALONG THE NORTH LINE OF A TALL 1 STORY BRICK BUILDING TO A POINT IN THE WEST LINE OF SAID LOT 11; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 11, 2.72 FEET, MORE OR LESS; TO THE NORTH WEST CORNER OF SAID LOT 11; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 11; TO THE POINT OF BEGINNING) IN OLIVER L. WATSON'S IRVING PARK ADDITION TO CHICAGO, A SUBDIVISION OF THE SOUTH 3/4 ACRES OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX NUMBER 13-17-428-024

Commonly known as: ~~40-22~~ N. Central Avenue, Chicago, IL.

4020-22



Cook County Clerk's Office