

UNOFFICIAL COPY

This document was prepared by and after recording mail to:

98064959

Jeffrey R. Liebman
Bank of Lincolnwood
4433 W. Touhy Avenue
Lincolnwood, IL 60646

. DEPT-01 RECORDING \$33.00
. T#0009 TRAN 1118 01/26/98 09:41:00
. #1439 + CG *-98-064959
. COOK COUNTY RECORDER

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT, made as of the 1st day of November, 1997, among JOHN EKIZIAN and FRANCIS L. EKIZIAN, his wife, as joint tenants (jointly and severally, the "Assignor") and BANK OF LINCOLNWOOD, 4433 West Touhy Avenue, Lincolnwood, Illinois ("Assignee").

WITNESSETH

WHEREAS, Assignor has requested the Assignee, among other things, to make a loan in the amount of \$710,000.00 to Pride In Graphics, Inc. (the "Company"), a corporation in which John Ekizian is the majority shareholder, an officer and a Director; and

WHEREAS, the Company has concurrently herewith executed and delivered to the Assignee, a Credit Agreement which, among other things, provides for a loan to the Company in the amount of \$710,000.00 and

WHEREAS, the Company has concurrently herewith executed and delivered to Assignee, a Term Promissory Note bearing even date herewith in the principal sum of Seven Hundred Ten Thousand and 00/100 Dollars (\$710,000.00), payable to Assignee, in and by which said Term Promissory Note, the Company promises to pay interest from the date of disbursement on the balance of principal remaining from time to time unpaid as follows:

(a) From the Initial Borrowing (as defined in the Credit Agreement) through and including October 31, 2002, at a rate per annum equal to eight and three-quarters percent (8-3/4%);

(b) From November 1, 2002, through November 1, 2004, at a rate per annum equal to the two year Treasury Note rate on November 1, 2002, plus two percent;

provided, however, that in the event that any principal is not paid when due (whether by acceleration or otherwise), the unpaid principal amount shall bear interest at a rate per annum equal to four percent (4%) plus the rate then in effect at such time. All

BOX 333-CTI

98064959

UNOFFICIAL COPY

00000000

Property of Cook County Clerk's Office

00000000

UNOFFICIAL COPY

interest shall be payable monthly in arrears calculated on a daily basis on a 360 day year.

WHEREAS, in and by such Term Promissory Note, the Company promises to make twenty eight (28) equal quarterly principal payments in the amount of \$23,938.57 each, beginning on February 1, 1998, and on the first day of each May, August, November and February thereafter, through and including November 1, 2004; provided however; should the Company borrow the \$40,000.00 as set forth in Section 3 of the Credit Agreement, the quarterly principal payments shall be increased by that amount necessary to fully amortize the outstanding principal upon the maturity of the loan. (the Term Promissory Note is hereinafter referred to as the "Note").

THAT WHEREAS, said Note is secured, by, among other things, a certain Mortgage given by Assignor to Assignee under even date herewith (herein called "the Mortgage") and the terms of which Note and which Mortgage are hereby incorporated herein by reference) upon certain property (herein called "said Property") in Cook County in the State of Illinois, to wit:

SEE EXHIBIT A

NOW, THEREFORE, to secure the payment of (a) all sums becoming due under said Note according to the tenor and effect of said Note, (b) all other amounts becoming due from Assignor to Assignee under the Mortgage and the Related Documents, as defined in the Credit Agreement, (said sums and other amounts being herein collectively called the "Indebtedness") and (c) the faithful performance by Assignor of all the covenants, conditions, stipulations and agreements in this Assignment of Rents and Leases, in the Note or Mortgage, or in any other agreement or document between Assignor and Assignee, and also in consideration of the sum of One Dollar (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, the Assignor does by these presents, GRANT, TRANSFER, and ASSIGN to Assignee all the rents, issues and profits now due and which may hereafter become due, whether during or after the term of the Mortgage, under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of said Property, heretofore or hereafter made or agreed to, it being the intention of the undersigned to hereby establish an absolute transfer and assignment to Assignee of all such leases and agreements made or agreed to by either the undersigned or by the Assignee under the powers herein granted, and of all the avails thereof.

Without limitation of any of the legal rights of Assignee as the absolute assignee of the rents, issues, and profits of said Property, and by way of enumeration only, Assignor hereby irrevocably covenants and agrees that in the event of any default

98064959

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

UNOFFICIAL COPY

by the Assignor under the said Note or under the Mortgage above described or under any of the Related Documents, whether before or after one or more of the Note is declared to be immediately due, or whether before or after the institution of any legal proceedings to foreclose the lien of the Mortgage, or before or after any sale therein, forthwith upon demand of Assignee, Assignor will surrender to Assignee and Assignee shall be entitled to take actual possession of the said Property or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in Assignee's discretion Assignee may, with or without force and with or without process of law and without any action on the part of the holder or holders of the Note of the Mortgage, enter upon, take and maintain possession of all or any part of said Property together with all documents, books, records, papers, and accounts of Assignor relating thereto, and may exclude Assignor and Assignor's agents or servants wholly therefrom and may in Assignee's own name as Assignee under this Assignment hold, operate, manage, and control the said Property and conduct the business thereof, either personally or by Assignee's agents and may, at the expense of the Assignor, from time to time make or cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said Property as to Assignee may seem judicious and may insure and reinsure the same, and may lease said Property in such parcels and for such times and on such terms as to Assignee may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Mortgage, and may cancel any lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, and may manage and operate the said Property and carry on the business thereof as Assignee shall deem best and do everything in or about the said Property that Assignor might do. In every such case Assignor hereby irrevocable authorizes and appoints Assignee, in the name, place and stead of Assignor, to collect and receive all earnings, revenues, rents, issues, profits and income of the said Property and any part thereof, and after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance and prior or proper charges on the said Property or any part thereof, including the just and reasonable compensation for the services of Assignee for services rendered in connection with the operation, management and control of the said Property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Assignee against any liability, loss or damage on account of any matter, or thing done in good faith in pursuance of the rights and powers of Assignee hereunder, to apply any and all monies arising as aforesaid:

(1) To the payment of the interest from time to time accrued and unpaid on the said Note;

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

(2) To the payment of the principal of the said Note from time to time remaining outstanding and unpaid;

(3) To the payment of any and all other charges secured by or created under the said Mortgage or any of the Related Documents; and

(4) To the payment of the balance, if any, after the payment in full of the items hereinbefore stated.

Assignor hereby ratifies and confirms everything that Assignee may do under or by virtue of the foregoing.

Notwithstanding any other provisions hereof, so long as there shall exist no default by the Assignor in the payment of the Indebtedness or in the performance of any obligation, covenant or agreement herein or in said Mortgage, the Related Documents or other instrument contained, Assignor shall have the right to collect when, but not before, due all rents, issues and profits from said Property and to retain, use and enjoy the same.

Without limiting the generality of the foregoing, this Assignment covers specifically any lease or leases demising all or portions of the said Property for the terms shown.

Concerning each lease hereinabove described, Assignor hereby covenants and agrees to and with the Assignee that without the written consent of the Assignee first obtained, Assignor will not:

(1) Cancel or terminate such lease for any reason whatsoever irrespective of how such right of cancellation or termination is obtained, or permit the cancellation or termination thereof, or accept a surrender of such lease;

(2) Reduce the rent provided for in such lease, or modify such lease in any way, either orally or in writing, or grant any concession in connection with such lease, either orally or in writing;

(3) Consent to any assignment of the interest of the tenant in the lease, or to any sub-letting thereof;

(4) Accept any rent payable under the lease in advance of the time when the same is payable under the terms thereof; and any of the above acts, if done without the written consent of the Assignee, shall be null and void.

Any default on the part of Assignor hereunder shall constitute a default of Assignor under the Note, the Mortgage and the Related Documents.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

UNOFFICIAL COPY

This Assignment shall be construed as a covenant running with the land, shall be assignable by Assignee and shall be binding upon and inure to the benefit of each of the parties hereto and their respective executors, administrators, legal representatives, successors and assigns.

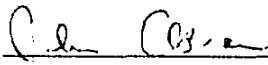
The failure of Assignee or any of the Assignee's agents or attorneys, successors or assigns to make use of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of Assignee's rights under the terms hereof, but Assignee or Assignee's agents or attorneys, successors, or assigns shall have full right, power and authority to enforce this assignment or any of the terms, provisions or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

In accepting this Assignment the Assignee herein does not assume nor shall it be under any obligation whatever to perform any of the covenants, undertakings or promises on the part of the Lessor to be performed under any lease which may be entered into concerning the said Property.

If the Assignor shall pay all the indebtedness when or before due and shall keep, observe and fully perform all the covenants, conditions, stipulations and agreements herein contained, then this Assignment shall be null and void and Assignee will, promptly upon Assignor's demand therefor, release and discharge this Assignment.

This Assignment has been delivered in Lincolnwood, Illinois. The provisions of this Assignment and all rights and secured obligations of the parties hereunder shall be governed by and construed in accordance with the internal laws of the State of Illinois and to the extent they preempt such laws, the laws of the United States. Assignor waives any right to trial by jury.

IN WITNESS WHEREOF, the undersigned has affixed their signatures hereunto on the month and year first above written.



JOHN EKIZIAN



FRANCES L. EKIZIAN

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

EXHIBIT "A"

A PART OF LOTS 9, 10 AND 11 IN COOK'S SUBDIVISION OF THAT PART OF THE EAST 1/2 OF FRACTIONAL SECTION 3, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE INDIAN BOUNDARY LINE, WHICH PART OF SAID LOTS IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 1562.81 FEET OF THE EAST 1/2 OF SAID FRACTIONAL SECTION 3, WITH THE NORTH LINE OF WEST BRYN MAWR AVENUE (WHICH NORTH STREET LINE IS THE NORTH LINE OF THE SOUTH 33 FEET OF SAID EAST 1/2), AND RUNNING THENCE WEST ALONG SAID NORTH STREET LINE A DISTANCE OF 388 FEET TO ITS INTERSECTION WITH A LINE 778 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF LOT 8 IN SAID COOK'S SUBDIVISION; THENCE NORTH ALONG THE LAST ABOVE-MENTIONED PARALLEL LINE A DISTANCE OF 314 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 347 FEET OF SAID EAST 1/2 OF FRACTIONAL SECTION 3; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 347 FEET A DISTANCE OF 388 FEET TO ITS INTERSECTION WITH SAID WEST LINE OF THE EAST 1562.81 FEET OF THE EAST 1/2 OF THE FRACTIONAL SECTION 3 AND THENCE SOUTH ALONG SAID WEST LINE OF THE EAST 1562.81 FEET A DISTANCE OF 314 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax I.D. #: 13-03-404-019-0000

Property Address: 4242 West Bryn Mawr, Chicago, IL

COOK County Clerk's Office

98064959

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/15/2011

UNOFFICIAL COPY

STATE OF ILLINOIS :

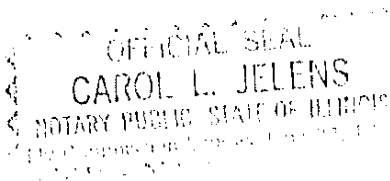
: SS

COUNTY OF COOK :

I, CAROL L. JELENS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that John Ekizian and Frances L. Ekizian, both personally known to me, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ^{10th} day of ~~December, 1997~~ ^{JANUARY, 1998} _{cg}

Carol L. Jelens
Notary Public



Property of Cook County Clerk's Office

98064959

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011