

# UNOFFICIAL COPY

Attn: Commercial Loan Dept.  
Chicago, Illinois 60639

4801 N. Fullerton  
Capitol Bank & Trust

Chicago, Illinois 60610

223 W. Ontario  
223 W. Ontario Associates, Ltd.

(b) 15 to Assignee:

(a) 15 to Assignor:

In the event of a default in any of the liabilities before BANK exercised any of its rights pursuant to this document it shall serve written notice upon Assignor that an event of default has occurred and Assignor shall have 15 days to cure said default. Any notice that Assignor or Assignee may desire or be required to give to any other party hereto shall be in writing and shall be mailed or delivered to the intended recipient thereof at the address hereinafter set forth or at such other address as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereto. Any such notice shall be deemed to have been delivered two (2) business days after mailing by United States certified mail, return receipt requested, or when delivered in person.

Assignor will pay all taxes and any other payments due under the Sub-Lease when the same shall become due and payable. Assignor will not modify or in any way alter, cancel, or amend the terms of the Sub-Lease nor surrender the Sub-Lease.

This Assignment is made as collateral security for any and all liabilities of the partnership to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between him and the Assignee (all of which liabilities secured or to become secured are herein called "liabilities").

FOR VALUE RECEIVED, the undersigned Assignor does hereby grant a security interest in, assign, transfer and set over unto CAPITOL BANK & TRUST ("BANK") ("Assignee"), and its successors and assigns, all the aforesaid, rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, or any renewals thereof, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described which may have been heretofore or may be hereafter made or agreed to by BANK under the powers herein granted. It being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the aforesaid, rents, issues and profits characterizing unto BANK, all relating to the real estate and premises described on Exhibit "A" attached hereto. Without limitation of the foregoing, the Assignee shall include all interest, including without limitation the right to exercise options, give consents and receive monies payable to Lessee, in a certain Sub-Lease Agreement ("Agreement") between 223 West Ontario Corporation, an Illinois corporation ("Corporation"), as Lessor; 223 W. Ontario Associates, Ltd. and Illinois Limited Partnership ("Partnership") as Lessee; and for the premises described in Exhibit "A" attached hereto, dated April 25, 1936.

ASSIGNMENT

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Property of Cook County Clerk's Office

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Accepted: Capital Bank & Trust  
By: *[Signature]*

*[Signature]*  
Notary Public  
State of Illinois  
Commission Expires *[Date]*

GIVEN under my hand and notary seal this 23 day of November, A.D. 1988.

I, a Notary Public in and for said County in the State aforesaid do hereby certify that George Shiels and Secretary/Treasurer, respectively, of DPS, Inc., whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company.

*[Signature]*  
Secretary

DPS, Inc.  
By: *[Signature]*  
George Shiels, President

223 W. Ontario Associates, Ltd.,  
an Illinois Limited Partnership

MAKER(S):

Dated this 1st day of November, 1988.

The assignment hereby created shall be irrevocable so long as any indebtedness from Assignor to BANK exists.  
Assignee, notwithstanding anything herein to the contrary, shall not be liable for the performance of any of the obligations, covenants and agreements, including but not limited to the obligation to pay rent, so long as BANK has not entered into possession of the sub-lease property.

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89 JAN 11 PM 3:21  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

IDENTIFIED	NO.
HENRY BUS TUNNEL	
CTI	

CHICAGO TITLE INS  
G# 71-83-173

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ABSENT

3/22/89  
1/23/89  
1/27/89  
Municipal

3788247

Property of Cook County

Address: 223-225 W. Ontario  
Chicago, IL 60610

- Tax # 17-09-230-006-000 affects Lot 11
- 17-09-230-004-000 affects Lots 12 and 13
- 17-09-230-003-000 affects Lot 14
- 17-09-230-002-000 affects Lot 15
- 17-09-230-001-000 affects Lots 16 and 17

Sub-leasehold Estate created by sublease agreement from 223 West Ontario Corporation, a corporation of Illinois, as Lessor to 223 West Ontario Associates, Ltd., an Illinois Limited Partnership, as Lessee, dated April 25, 1986, a Memorandum of which sublease agreement was recorded July 21, 1986, as document 86306970 and filed July 21, 1986 as document 8632746, which lease defines the following described land for a term of years beginning January 27, 1986 and ending 20 years from aforesaid date to wit:

Lots 11 to 17 both inclusive, in Block 14 in Newberry's addition a subdivision in the East 1/2 of the West 1/2 of the North East 1/4 of Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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