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2000-07-12 11:15:18

Cook County Recorder

27.00

PREPARED BY:

JAMES B. CARROLL, ESQ. 2400 West 95th Street, Suite 501 Evergreen Park, Illinois 60805 (708) 422-3766

00517430

MAIL TO:

David J. Spedale, Vice-President
Founders Bank
6825 W. 111th Street
Worth, IL 60482

ASSIGNMENT OF RENTS

The Kr

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, CKM Partners LLC, 3301 S. Laramie Avenue, Cicero, IL 60804 ("Borrower" herein) in order to secure a Note made by Borrower payable to FOUNDERS BANK, 6825 W. 111th Street, Worth, IL 60482 ("Lender" herein) in the principal sum of One Million Two Hundred Seventy-five Thousand and no/100 (U.S.\$1,275,000 00) Dollars, did execute a Mortgage of same date herewith, mortgaging to Lender the real estate ("Premises" herein) legally described as follows: As set forth on Exhibit "A" attached hereto and incorporated herein by reference.

WHEREAS, Lender is the owner and holder of said Mortgage and the Note secured thereby.

NOW, THEREFORE, as additional consideration to Lender, Borrower hereby absolutely assigns, transfers and sets over unto Lender, its successors or assigns, all the rents, issues and profits now doe or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the Premises which may be made or agreed to by the Borrower or by the Lender under the power herein granted. It is Borrower's intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all rents, issues and profits thereunder unto the Lender and especially those certain leases and agreements now existing upon the Premises hereinabove described.

Lender will not exercise any rights granted to Lender by this Assignment until after default by Borrower in making any payment due Lender pursuant to the provisions of the Mortgage or the Note or until a default under any other provision of the Note or the Mortgage occurs. Upon any such default by Borrower, Lender may, in Lender's sole discretion;

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BOX 333-CTI

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- A. let and re-let the Premises or any part thereof, according to Lender's discretion, and to bring or defend any suits in connection with the Premises in Lender's name, as Lender may consider expedient, and to make such repairs to the Premises as Lender may deem proper or advisable, and to do anything in and about the Premises that Borrower might do; and
- B. collect, use and apply the rents, issues and profits derived from the Premises or any lease thereof toward the payment of any present or future indebtedness or liability of Borrower to Lender, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including, but not limited to, repairs, taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the Premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.
- C. collect from Borrower rent for any part of the Premises occupied by Borrower at the prevailing rate per month. A failure on the part of Borrower to promptly pay said rent on the first day of each and every month shall, in and of itself, constitute a forcible entry and detainer and Lender may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of the part of the Premises occupied by Borrower.

This Assignment of Rents shall be oin ling upon and inure to the benefit of the respective successors and assigns of the parties hereto, shall be construe i as a covenant running with the land, and shall continue in full force and effect until all of indebtedness or liability of the Borrower to Lender shall have been fully paid, at which time this Assignment of Rents shall terminate.

The failure of the Lender to exercise any right which I ender might exercise hereunder shall not be deemed a waiver by Lender of Lender's right of exercise thereafter or prejudice Lender's rights hereunder.

IN WITNESS WHEREOF, the Borrower has caused this Assignment of Rents to be signed and attested by its duly authorized Managers this 514 day of July, 2000.

CKM PARTNERS LLC

Jeffrey W Krol Manager

Attest:

Charles W. Ridwill III. Manager

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that Jeffrey W. Krol and Charles W. Bidwill, III, personally known to me to be Managers of CKM Partners LLC, an Illinois Limited Liability Compary and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as Managers of said Company they signed and delivered the said instrument pursuant to authority given by the Articles of Organization and Operating Agreement of said Company as their free and voluntary act, and as the free and voluntary act and deed of said Company for the uses and purposes therein set forth.

GIVEN under my hand and official scal this 5 day of July, 2000.

NOTARY PUBLIC

My Commission Expires: 9/7/02

"OFFICIAL SEAL"

KAREN SATALA

Notary Public, State of Illinois

My Commission Expires 09/07/02

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EXHIBIT A TO ASSIGNMENT OF RENTS

LEGAL DESCRIPTION:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1267 FEET AND EXCEPT THE WEST 1038 FEET THEREOF, AS MEASURED ON THE SOUTH LINE THEREOF) LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE EAST LINE OF SOUTHEAST 1/4 OF SAID SECTION 33, 1213.18 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE WEST AT RIGHT ANGLE TO THE EAST LINE OF SAID SOUTH EAST 1/4 OF SAID SECTION 33, 40 FEET, THENCE SOUTHWESTERLY ON A LINE WITH AN ANGLE OF 164 DEGREES 24 MINUTES MEASURED FROM EAST TO SOUTHWEST FROM LAST DESCRIBED LINE, A DISTANCE OF 259.98 FEET; THENCE SOUTHWESTERLY ON A LIVE WITH A DEFLECTION OF 00 DEGREES 36 MINUTES TO THE LEFT, FROM THE LAST DESCRIBED LINE, A DISTANCE OF 849.63 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION GP 00 DEGREES 17 MINUTES TO THE LEFT FROM THE LAST DESCRIBED LINE, A DISTANCE OF 234.76 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 4 DEGREES 28 MINUTES 15 SECONDS TO THE RIGHT FROM LAST DESCRIBED LINE. A DISTANCE OF 210.14 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 2 DEGREES 54 MINUTES 30 SECONDS TO THE FIGHT, FROM LAST DESCRIBED LINE, A DISTANCE OF 482.83 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A DEFLECTION OF 00 DEGREES 6 MINUTES 52 SECONDS TO THE LEFT, FROM LAST DESCRIBED LINE, A DISTANCE OF 411.74 FEET; THENCE SOUTHWESTERLY ON A LINE WITH A LIFTLECTION OF 3 DEGREES 13 MINUTES 30 SECONDS TO THE LEFT FROM LAST DESCRIBED LINE, A DISTANCE OF 259.35 FEET TO A POINT IN THE WEST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 33 SAID POINT IS 606.82 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4, IN COOK COUNTY, ILLINOIS. (EXCEPT IN THE SOUTH 34 FEET OF THE AFORESAID TRACT TAKEN FOR ROAD BY DEED RECORDED FEBRUARY 2, 1974 AS DOCUMENT NUMBER 22208762) SOME OF THE OR

COMMONLY KNOWN AS:

5030 W. Pershing Road Stickney, IL 60804

P.I.N. NO: 16-33-400-035-0000