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Cook County Recorder 29.50

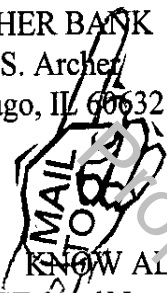
INSTRUMENT PREPARED BY
Allen C. Wesolowski
MARTIN & KARCAZES, LTD.
30 N. LaSalle St. - Suite 4020
Chicago, IL 60602



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PLEASE MAIL TO:
ARCHER BANK
4970 S. Archer
Chicago, IL 60632

STEWART TITLE OF ILLINOIS
2 NORTH LA SALLE STREET, SUITE 1920
CHICAGO, IL 60602



ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, VASSILIOU LIVING TRUST, dated November 17, 1998 (hereinafter called "Assignor"), the owner of the premises located at 7942 W. Ogden, Lyons, County of Cook, State of Illinois, and legally described as follows:

SEE EXHIBIT A ATTACHED HERETO

does hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, absolutely and unconditionally transfers, sells, assigns and sets over unto ARCHER BANK, whose principal place of business is at 4970 S. Archer, Chicago, Illinois 60632 (hereinafter called "Assignee"), for collateral purposes only, and for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Antonis Vassiliou and Katherine D. Vassiliou, secured by a certain Mortgage made by Assignor to Assignee, dated October 16, 2001, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases now in effect or that become in effect in the future, and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or oral, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as

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it may determine, on account of the following:

1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the enforcement of this Agreement.
2. Reasonable expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.
3. Taxes and assessments levied against said premises.
4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.
5. Any remaining rents, issues or profits shall be paid to Assignor.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with or without notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

This Assignment of Leases and Rents shall be released by Assignee when all amounts due hereunder have been paid in full.

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1: THE WEST 64 FEET MEASURED ALONG THE NORTH LINE OF OGDEN AVENUE OF THAT PART OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 3.04 CHAINS SOUTH OF THE NORTH LINE AND 3.62 CHAINS EAST OF THE WEST LINE OF SAID SECTION 1, SAID POINT BEING THE SOUTHEAST CORNER OF A LOT CONVEYED TO NICHOLAS MEYER BY DEED DATED MAY 21, 1869 AND RECORDED MAY 24, 1869 AND RE-RECORDED MAY 16, 1872 AS DOCUMENT NUMBER 31249 IN BOOK 128, PAGE 189, THENCE RUNNING SOUTH TO THE CENTER OF THE SOUTH WESTERN PLANK ROAD (NOW OGDEN AVENUE) THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID ROAD TO THE SOUTHEAST CORNER OF A LOT CONVEYED BY ROBERT VIAL AND WIFE TO NICHOLAS BECKER BY WARRANTY DEED DATED MAY 21, 1869 AND RECORDED MAY 24, 1869 IN BOOK 518 AS DOCUMENT NUMBER 12788, THENCE RUNNING NORTH ALONG THE EAST LINE OF SAID BECKERS LOT 2.07 CHAINS TO THE SOUTH LINE OF SAID MEYERS LOT THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID MEYERS LOT TO THE POINT OF BEGINNING.

PARCEL 2: THE EASTERLY $\frac{1}{2}$ OF A TRACT DESCRIBED AS THAT PART OF SECTION 1, AFORESAID DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 3.04 CHAINS SOUTH OF THE NORTH LINE AND 3.62 CHAINS EAST OF THE WEST LINE OF SAID SECTION 1, SAID POINT BEING THE SOUTHEAST CORNER OF A LOT CONVEYED TO NICHOLAS MEYER BY DEED DATED MAY 21, 1869 AND RECORDED MAY 24, 1869 AND RE-RECORDED MAY 16, 1872 AS DOCUMENT 31249 IN BOOK 128, PAGE 189, THENCE RUNNING SOUTH TO THE CENTER OF THE SOUTH WESTERN PLANK ROAD (NOW OGDEN AVENUE) THENCE RUNNING SOUTHWESTERLY ALONG THE CENTER OF SAID ROAD TO THE SOUTHEAST CORNER OF A LOT CONVEYED BY ROBERT VIAL AND WIFE TO NICHOLAS BECKER BY WARRANTY DEED DATED MAY 21, 1869 AND RECORDED MAY 24, 1869 IN BOOK 518, PAGE 421 AS DOCUMENT NUMBER 12788, THENCE RUNNING NORTH ALONG THE EAST LINE OF SAID BECKERS LOT 2.97 CHAINS TO THE SOUTH LINE OF SAID MEYERS LOT THENCE RUNNING EAST ALONG THE SOUTH LINE OF SAID MEYERS LOT TO POINT OF BEGINNING EXCEPTING THEREFROM THAT PART OF SAID EASTERLY $\frac{1}{2}$ CONVEYED TO JOHN SCHRECK AND EVA SCHRECK, HIS WIFE, BY DEED RECORDED AUGUST 24, 1917 AS DOCUMENT NUMBER 6178707, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3: THAT PART OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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COMMENCING AT A POINT 3.04 CHAINS SOUTH OF THE NORTH LINE AND 3.62 CHAINS EAST OF THE WEST LINE OF SAID SECTION 1; SAID POINT BEING THE SOUTHEAST CORNER OF LOT FORMERLY OWNED BY NICHOLAS MEYER, AND RUNNING THENCE SOUTH TO THE CENTER OF THE SOUTHWEST PLANK ROAD AND RUNNING THENCE SOUTHWESTERLY ALONG THE CENTER OF SAID ROAD 34 FEET AND RUNNING THENCE NORTH PARALLEL WITH A LINE 3.62 CHAINS EAST OF THE WEST LINE OF SAID SECTION 1, TO THE SOUTH LINE OF SAID MEYER'S LOT AND RUNNING THENCE EASTERLY ALONG SAID SOUTH LINE TO THE PLACE OF BEGINNING, (EXCEPT FROM SAID LAND THAT PART THEREOF TAKEN OR USED FOR STREET), IN COOK COUNTY, ILLINOIS.

PIN: 18-01-100-005
18-01-100-006
18-01-100-007

Common Address: 7942 W. Ogden Lyons, IL

Property of Cook County Clerk's Office