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Cook County Recorder

27.00

INSTRUMENT PREPARED BY: JAMES A. HASIER MARTIN & KARCAZES, LTD. 30 North LaSalle Street Suite 4020 Chicago, Illinois 60602

0020093111

PLEASE MAIL TO: NORTH COMMUNITY BANK 3639 N. Broadway Chicago, IV. 60613

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MFAJ BY THESE PRESENTS, that the undersigned, FAITH CHURCH, INCORPORATED, acting under the name of Faith Tabernacle of Chicago, Inc., a Not-For-Profit Corporation of Illinois, (hereinalter called "Assignor"), the owner of the premises commonly known as 628 W. Grace Street, Unit 1 W, Clacago IL 60613, legally described in Exhibit A attached hereto, does hereby, in consideration of the Fremises 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 NORTH COMMUNITY BANK, whose principal place of business is at 3639 N. Broadway, Chicago, I line is 60613 (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor, secured by a certain Mortgage made by Assigner to Assignee, dated as of January 16. 2002, 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 of excupancy 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 reats, 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, 2nd 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 a are ements, 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 execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
- 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 in Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgage 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.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein, after expiration of any cure periods provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Absolute and Unconditional Assignment of Leases and Rents will not be exercised unless and wat! a default occurs under the terms of said Mortgage and/or said Note, which default shall remain uncored beyond any applicable grace period set forth in either the Mortgage or the Note, and prior to such time, Assignor shall be entitled to do all acts set forth in the first paragraph of this Assignment, without interference by Assignee. 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 writen or oral agreement, at the premises, unless the security deposits are specifically held and maintained by, or delivered to, Assignee.

Upon request, Assignee shall deliver to any tenant of the property a standard nondisturbance agreement, with modifications reasonably acceptable to such tenant.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the 16th day of January, 2002.

FAITH CHURCH, INCORPORATED, an Illinois Not-For-Profit Corporation.

Attest: Vern	By: Pay Planene
Its Secretary	// Its President
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State of Illinois	
) \$5.	
County of Cook)	
The undersigned a Notary Public in and fo	or said county in the aforesaid State, do hereby
certify that Muchael Veres and	known to
me to be the same persons whose names are subser- President and Secretary of Faith Church	bed to the foregoing instrument as the
person and acknowledged that they signed and deli	Incorporated, appeared before me this day in
voluntary act, and as the free and voluntary act of said	id conporation, for the uses and nurroses therein
set forth.	
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January Ne, Wod	1
Date: December, 2002	10 9/2
·	N. (Oliver)
*********	Notary Fublic
OFFICIAL SEAL	95c.
LAURIE ANN MAYBRUN	1 0-
S NOTARY PLAN IS THAN T BRUN	~0

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EXHIBIT "A"

UNIT 1W IN GRACE SHORE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 21 IN BLOCK 4 IN THE PELEG HALL'S ADDITION TO CHICAGO, A SUBDIVISION OF THE NORTH WEST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 87497468, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-21-103-037-1004

ace, Unit Property Address: 628 W. Grace, Unit 1W, Chicago, Illinois.