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Cook County Recorder

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INSTRUMENT PREPARED BY  
Allen C. Wesolowski  
MARTIN & KARCAZES, LTD.  
161 North Clark St. - Suite 550  
Chicago, IL 60601



0020774914

PLEASE MAIL TO:  
PLAZA BANK  
7460 W. Irving Park Road  
Norridge, IL 60706



**ASSIGNMENT OF LEASES AND RENTS**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Rogelio Castro, as Trustee of the Rogelio Castro Revocable Trust Agreement dated April 21, 2000 (hereinafter called "Assignor"), the owner of the certain premises legally described as follows:

PART OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEGINNING AT A POINT IN A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 32, SAID LINE BEING ALSO THE SOUTH LINE OF THE WEST 37<sup>TH</sup> STREET (A PRIVATE STREET) SAID POINT OF BEGINNING BEING 155 FEET WEST OF THE SOUTH WEST CORNER OF SAID WEST 37<sup>TH</sup> STREET AND IRON STREET (PRIVATE STREETS); THENCE WEST ON A LINE PARALLEL TO AND 33 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 32, AFORESAID 190.50 FEET THENCE SOUTH AT RIGHT ANGLES TO LAST DESCRIBED LINE 134.96 FEET THENCE EAST ON A LINE PARALLEL TO AND 167.96 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 32 AFORESAID 190.50 FEET THENCE SOUTH HALF OF THE SOUTH WEST QUARTER OF SECTION 32 AFORESAID 190.50 FEET THENCE NORTH AT RIGHT ANGLES TO LAST DESCRIBED LINE 134.96 FEET TO THE POINT OF BEGINNING.

PIN: 17-32-300-065-0000 and 17-32-300-066-0000  
Common Address: 1365 W. 37<sup>th</sup> Street, Chicago, Illinois

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, transfers, sells, assigns and sets over unto Plaza Bank, whose principal place of business is at 7460 W. Irving Park Road, Norridge, Illinois 60706 (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of two Notes executed and delivered by Rogelio A. Castro, which obligations are secured by a certain Mortgage made by Assignor to Assignee, dated July 3, 2002, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases

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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 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 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.

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

