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2002-11-14 09:32:10
Cook County Recorder 30.00



STS035490/22039803

SK/m 2/2 ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that 4101 North Sacramento LLC, an Illinois Limited Liability Company, (hereinafter called the "Assignor"), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto THE FIRST COMMERCIAL BANK, an Illinois banking corporation, of 6945 N. Clark Street, Chicago, Illinois (hereinafter called the "Assignee"), all the rents, earnings, income, issues and profits, if any, of and from the real estate and premises hereinafter described, which are now due and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or oral, or any letting of possession, of or any agreement for the use or occupancy of any part of the real estate and hereafter described, which said Assignor may have heretofore made or agreed to make or agree to, or which may be agreed to by the Assignee under the powers hereinafter granted; it being the intention hereof to make and establish hereby an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income and profits thereunder, unto the Assignee herein, all remaining to the real estate and premises situated in the County of Cook and State of Illinois, and described as follows; to wit:

LOTS 25, 26, 27 AND 28 IN BLOCK 12 IN ROSE PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 4101-09 N. SACRAMENTO/2946-56 W BELLE PLAINE, CHICAGO, ILLINOIS 60618

P.I.N.: 13-13-320-016-0000

This instrument is given to secure payment of the principal and interest on a certain loan evidenced by a ONE MILLION NINE HUNDRED THOUSAND and no/100ths Dollars (\$1,900,000.00) Promissory Note of even date herewith, which is also secured by a Trust Deed of said date to said THE FIRST COMMERCIAL BANK recorded in the Recorder's Office of the above named County, conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until said loan and the interest therein, and all other costs and charges which may have accrued or may hereafter accrue under said Trust Deed have been fully paid.

This Assignment is a current and absolute assignment.

Without limitation of any legal rights of Assignee as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, it is agreed that in the event of any default under the said Trust Deed above described, whether before or after the note secured by said Trust Deed is declared to be due in accordance with the terms of said Trust Deed, or whether before or after the institution of any legal proceedings to foreclose

BOX 333-177

the lien of said Trust Deed, or before or after any sale thereunder, Assignee shall be entitled to take actual possession of the said real estate and premises hereinabove described, or any part thereof, personally or by agent or attorney, as for condition broken, and may, with or without force, and with or without process of law, and without any action on the part of the holder or holders of the indebtedness secured by said Trust Deed, enter upon, take, and maintain possession of said real estate and premises hereinabove described, and may hold, operate, manage and control the said premises. Assignee may, at the expense of the mortgaged property, from time to time, cause to be made all necessary or proper repairs, replacements, useful alterations, additions, betterments and improvements to the said real state and premises as may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property for such times and on such terms as may seem fit. Assignee shall be entitled to collect and receive, revenues, rents, and income from the property. After deducting the expenses of conducting the business thereof and of all maintenance, repairs, replacements, alterations, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including reasonable compensation for the services of the Assignee and of the Assignee's attorneys, agents and other employed by Assignee in connection with the operation, management, and control of the mortgaged property, the Assignee shall apply any and all moneys arising as aforesaid to the payment of the following items in such order as said Assignee deems fit:

- (1) interest on the principal and overdue interest on the note secured by said Trust Deed, at the rate therein provided;
- (2) interest accrued and unpaid on the said note;
- (3) the principal of said note from time to time remaining outstanding and unpaid;
- (4) any and all other charges secured by or created under the said Trust Deed above referred to; and
- (5) the balance, if any to the Assignor.

Notwithstanding the foregoing, Assignee shall not have the duty or obligation to take any action with respect to the property or any lease thereof.

This instrument shall be assignable by Assignee, and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

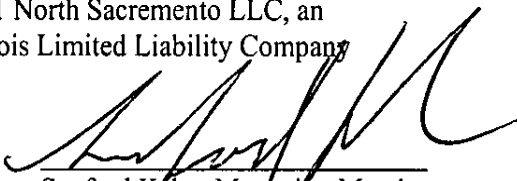
The failure of Assignee to exercise any rights which it might exercise hereunder, at any time, shall not be construed or deemed to be a waiver by the Assignee of its rights to exercise such rights thereafter.

The release of the Trust Deed or Mortgage securing said note shall ipso facto operate as a release of this instrument.

Regardless of their form, all words shall be deemed singular or plural and shall have the gender as required by the text. Whenever applicable, the term "Trust Deed" shall also mean "Mortgage".

GIVEN under our hands and seals this 21st day of May, A.D. 2002.

4101 North Sacramento LLC, an
Illinois Limited Liability Company

By: 
Sanford Kahn, Managing Member

STATE OF ILLINOIS)

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COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Sanford Kahn, Managing Member of 4101 North Sacramento LLC, an Illinois Limited Liability Company, who are personally know to me to be the same persons whose names are subscribed to the foregoing instrument as such Managing Member, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Limited Liability Company, for the uses and purposes therein set forth; and the said Managing Member then and there acknowledged that he, as custodian of the corporate seal of said Limited Liability Company, did affix the corporate seal of said Limited Liability Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Limited Liability Company as aforesaid, for the uses and purposes therein set forth.

Given, under my hand and Notarial seal this 30 day of May, 2002.

Notary Public

PREPARED BY AND MAIL TO:

Alan M. Share
THE FIRST COMMERCIAL BANK
6945 N. Clark Street
Chicago, Illinois 60626

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STREET ADDRESS: 4101 N. SACRAMENTO L.I.C.

CITY: CHICAGO

COUNTY: COOK

TAX NUMBER: 13-13-320-016-0000

LEGAL DESCRIPTION:

LOTS 25, 26, 27 AND 28 IN BLOCK 12 IN ROSE PARK, A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office