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LOAN NO. 11-507616-

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Cook County Recorder

This instrument was prepared by: BARBARA J. NEHR

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO 1601 W. BELMONT AVE. CHICAGO, IL 60657

Assignment of Rents
(Corporate Form)

******SOUTHPORT PROPERTIES, LLC*' ****	<u> </u>	<u> </u>
	STATE OF DELAWARE	, in order to secure an
indebtedness of ****Five Hundred Fifty Thou And No/100****	<u> </u>	DOLLARS
	togging to	
(\$_****550,000.00****), executed a mortgage of even date herewith, mort		

## CENTRAL FEDERAL SAVING: AND LOAN ASSOCIATION OF CHICAGO

hereinafter referred to as Mortgagee, the following described re il es ate:

LOT 44 IN SUB BLOCK 4 IN CUSHMAN'S RESUBDIVISION OF THE NORTH 1/2 OF BLOCK 4 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE NORTHEAST 1/4 OF SECTION 32 10WNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.\*\*\*\*

Off's

COMMONLY KNOWN AS: 2137 N. SHEFFIELD AVE., CHICAGO, IL 60614

P/R/E/I #14-32-217-010-0000

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

Now, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned corporation hereby assigns, transfers, and sets over unto said Mortgagee, and/or its successors and assigns, all the rents now due 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 herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the said Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Mortgagee may do.

It is understood and agreed that the said Mortgagee shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Mortgagee, 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 said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and

It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the under-signed 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 the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land,

collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

payment secured by the prortgage or after a breach of any of its covenants.

and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any

The failure of the said Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by

the Mortgagee of its right of exercise thereafter. IN WITNESS WHEREOF, the undersign a timited liability company hath caused these presents to be signed by its manager, this 21st day of OCTOBER, A.D., 20 02 SOUTHPORT PROPERTIES, LLC A DELAWARE LIMITED LIABILITY COMPANY By Its Manager: ICM Properties, Inc., an Illinois Corporation Adrian Winick, President STATE OF COUNTY OF Cook , a Notary Public in a d for said County, in the State aforesaid, BARBARA J. NEHR I, the undersigned, , personally known to me to be the President of \*\*\*\*ADRIAN WINICK\*\*\*\* DO HEREBY CERTIFY THAT and personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that as such officer, he signed and delivered the said instrument as such officer of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal, this \_\_\_\_ 21<sup>st</sup> \_\_\_\_ day of Darvara & **Notary Public** MAIL TO: CENTRAL FEDERAL SAVINGS AND

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO 1601 W. BELMONT AVE. CHICAGO, IL 60657

"OFFICIAL SEAL"
BARBARA J. NEHR
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/11/2008

## **UNOFFICIAL COPY**

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"OFFICIAL SEAL"
RAREARA J. NEHR
MY COMMISCI XPIRES THE STATE 2009