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Doc#: 0413342119
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 05/12/2004 10:33 AM Pg: 1 of 3

Chicago, Illinois

April 28, 2004

KNOW ALL MEN BY THESE PRESENTS, THAT (i) Mark Poskozim, Trustee under the Alex Milczarek Trust fbo Kathleen Milczarek dated July 16, 2001, hereinafter called First Party, in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable consideration, the receipt whereof are hereby acknowledged, does hereby assign, transfer and set over unto (ii) the

RICHARD AND NEONA COLE PARTNERSHIP, a partnership organized under the laws of the State of Florida (hereinafter called the Second Party), all the rents, earnings, issues and profits of and from the real estate and premises hereinafter described which are now and which may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate situated in the municipality of Chicago, County of Cook, and State of Illinois, to wit: 3 P

LEGAL DESCRIPTION:

THE SOUTH 1/2 OF LOT 59 IN FREDERICK H. BARTLETT'S SUBDIVISION OF THE NORTH 7/8TH OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL IDENTIFICATION #13-17-309-013-0000

COMMON STREET ADDRESS: 4117 NARRAGANSETT AVENUE, CHICAGO, ILLINOIS 60634

This instrument is given to secure payment of the principal sum of FIFTY EIGHT THOUSAND NINE HUNDRED SIXTY-FOUR AND 43/100 DOLLARS (\$58,964.38), and interest upon a certain loan evidenced by a Note (the "Note") secured by Trust Deed (the "Trust Deed") to (i) the RICHARD AND NEONA COLE PARTNERSHIP and recorded in the Recorder's Office of the above-named County, conveying the real estate and premises hereinabove described, and this instrument shall remain in full force and effect until said loan and the interest thereon, and all other costs and charges which may have accrued under said Trust Deed, have been fully paid.

This assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Trust Deed herein referred to and in the Note secured thereby, **AND ANY SUCH DEFAULT HAS NOT BEEN CURED AFTER THIRTY (30) DAYS' WRITTEN NOTICE HAS BEEN SERVED ON FIRST PARTY.**

BOX 333-CT

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Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues, and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Trust Deed above described **IF SUCH DEFAULT IS NOT CURED WITHIN THIRTY (30) DAYS' WRITTEN NOTICE TO FIRST PARTY**, the First Party will, whether before or after the Note or notes secured by said Trust Deed is or are declared to be immediately due in accordance with the terms of said Trust Deed, or whether before or after the institution of any legal proceedings to foreclose the lien of said Trust Deed, or before or after any sale therein, forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of, the said real estate and premises hereinabove described, or of any part thereof, personally or by its agents or attorneys, as for condition broken, and, in its discretion, 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 all or any part of said real estate and premises hereinabove described, together with all documents, books, records, papers and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may, in its own name, as assignee under this assignment, hold, operate, manage, control the said real estate and premises hereinabove described, and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair, or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as it may seem judicious, and may insure and reinsure the same, and may lease said mortgaged property in such parcels and on such terms as to it may seem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Trust Deed, and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises, and to carry on the business thereof, as it shall deem best and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits, and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof and of all maintenance, repairs, renewals, replacements, alterations, additions, 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 the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management, and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against any liability, loss, or damage on account of any matter or thing done in good faith in pursuance of the rights and powers of the Second Party hereunder, the Second Party may apply any and all moneys arising as aforesaid:

(1) To the payment of interest on the principal and overdue interest on the Note or notes secured by said Trust Deed, at the rate therein provided; (2) To the payment of the interest accrued and unpaid on the said Note or notes; (3) To the payment of the principal of said Note or notes from time to time remaining outstanding and unpaid; (4) To the payment of any and all other charges secured by or created under the said Trust Deed above referred to; and (5) To the payment of the balance, if any, after the payment in full of the items hereinabove referred to in (1), (2), (3), and (4), to the First Party.

This instrument shall be assignable by Second Party, 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.

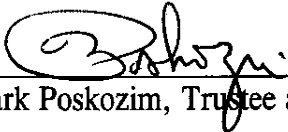
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The failure of Second Party, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit. If any part of this agreement should be declared invalid or unexercisable for any cause or not recognized by any person or organization dealing the Second Party, its agents or attorneys, successors or assigns, the remaining portions of this agreement shall nevertheless continue in full force and effect.

The payment of the Note and release of the Trust Deed securing said Note shall ipso facto operate as a release of this instrument.

Notwithstanding any other provision to the contrary contained in this instrument, First Party shall have thirty (30) days after receipt of notice of any default hereunder, to cure such default. If such default relates to any payment under the Note, regular interest as provided in the Note shall continue to accrue until the default is cured.

IN WITNESS WHEREOF, Mark Poskozim, Trustee as aforesaid, has executed this instrument as of the day and year first above written.



Mark Poskozim, Trustee as aforesaid

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY THAT Mark Poskozim, Trustee as aforesaid, 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 he signed, sealed and delivered said Instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal April 28, 2004.


Notary Public

THIS INSTRUMENT WAS PREPARED BY & AFTER RECORDING SHOULD BE RETURNED TO:
William H. Pokorny, Jr.
Pokorny & Associates, Ltd.
1000 Jorie Blvd., Suite 260
Oak Brook, Illinois 60523