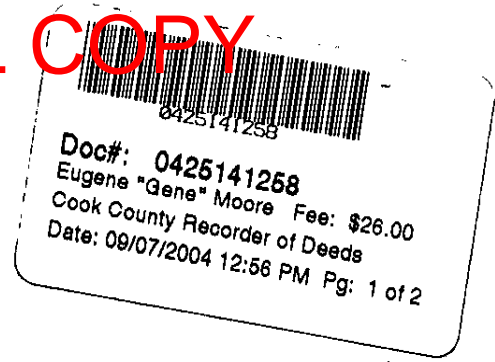


# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS



The undersigned John Tyka of 3920 W. Armitage, Chicago Illinois and Mitch Kasperek of 2580 Forest Glen, Riverwoods, Illinois in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns and transfers to Edwin R. Niemira, as Trustee all rents, earnings, income and avails from the real estate described as follows:

The South 200 Feet of Lot 1 in Block 24 in Canal Trustees' Subdivision of South Fractional ¼ of Fractional Section 3, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

PROPERTY ADDRESS: 818 N. State St., Chicago Illinois  
PERMANENT REAL ESTATE INDEX NUMBER: 17-04-450-024-0000

now due or which may hereafter become due by virtue of any and all agreements or leases for the use or occupancy of said premises, or any part thereof, or to any deposits received in connection with letting of the same. It is agreed that such transfer and assignment shall be absolute.

Said assignment is given as additional security to secure the payment of the principal sum and interest upon a lien for \$250,000.00 secured by a Trust Deed dated this same date conveying the aforesaid described premises, and which assignment shall remain in full force and effect until said loan, interest and other costs and charges provided shall be fully paid.

The within assignment shall not become operative until a default shall occur in the payment of the principal or interest or in the performance of the terms and obligations contained in said Trust Deed, and in the obligation secured thereby.

In the event of a default as aforesaid, the undersigned agrees: the Trustee, his agents or servants, may take possession of said real estate and hold, manage and control the same and the improvements thereon; make necessary repairs, replacements, alterations and improvements to said real estate as the Trustee in his sole discretion may deem fit and necessary; may insure and reinsure said premises, lease and rent the same or any part thereof for such sums on such terms as he, or his agents shall see fit; and to collect and hold all rents, income and earnings derived from said premises, including deposits made and to be made, and which shall be applied in the sole desecration of the Trustee in payment or on account of:

(1) Expenses of operation, maintaining, repairing, making replacements and alterations, the payment of taxes and assessments, insurance, and reasonable compensation for the services rendered by the Trustee, attorneys, agents, servants or other persons employed for services in connection with the maintenance, operations and management of said premises; and such other sums as many be required to indemnify Trustee against any liability, loss or damage on account of any act done in good faith pursuant to the rights and powers granted hereunder.

(2) Interest, principal or other charges which have or may become due, from time to time, under the terms of the obligation secured by said Trustee, without prejudice of

Box 400-CTCC

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DJ  
③  
L. Hynes 818 7320 DA

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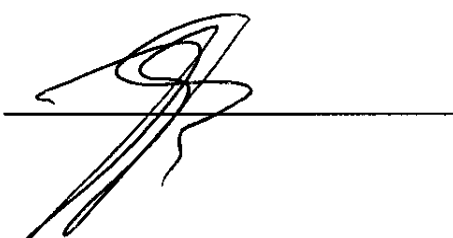
the right to enforce any and all remedies which has by reason of any default as  
foresaid.

(3) Any deficiency which may be decreed against the undersigned in favor of the  
Trustee and when all the aforesaid payments and disbursements have been made, any  
remaining surplus shall be paid to the undersigned.

The within assignment may be assigned, and all the provision hereof shall be  
binding upon and shall insure to the benefit of the heirs, executors, administrators,  
successors and assigns of the respective parties hereto.

In the event of a default the within assignment shall remain in full force and effect  
until any period of redemption following a sale in foreclosure proceedings has expired.  
A release of the Trust Deed securing said obligation shall operate as a release of the  
within instrument.

In Witness Whereof, the undersigned has executed within Assignment this \_\_\_\_\_  
day of August, 2004.

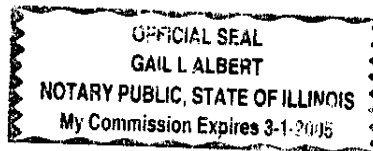
Mitch Kasperek \_\_\_\_\_  


State of Illinois, County of Illinois ss I, the undersigned, a Notary Public in and for  
said County, in the state aforesaid. Do HEREBY CERTIFY that John Tylka and Mitch  
Kasperek, personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that they signed, sealed and delivered the said instrument as their 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 official seal, this 19th day of August, 2004.

Commission expires

Gail Albert  
Notary Public



This Document prepared by and mail to:

Edwin R. Niemira P.C.  
Attorney at law  
1110 N. Ashland Ave.  
Chicago, Illinois 60622