JNOFFICIAL COP THIS INSTRUMENT WAS PREPARED BY AND MAIL TO:

KATHERINE A. STENCEL

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

Doc#: 0431035103

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds

Date: 11/05/2004 09:54 AM Pg: 1 of 3

Assignment of Rents

/ \	•
	(Individual Form)
5	KNOW ALL MEN BY TEASE PRESENTS, that **** MASE JUKIC AND JASMINKA JUKIC, HIS WIFE****- of the Village of Skokie County of Skokie
i	of the Village of SKOKIE County of COOK , and State of ILLINOIS
V	
	****SIXTY FOUR THOUSAND AND NO/100*** executed a mortgage of even date herewith an atomic to the second of the se
_	executed a mortgage of even date herewith, mortgaging to
Q	CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHARLES
_	
R	
Ö	PARCEL 1: UNIT IC IN I TERRAZI COMMERCIAL CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:
W	LOTS 6 AND 7 (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF THE WEST LINE OF SECTION 7) IN BLOCK 3 IN PORTSMAN ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE WEST 12 ACRES OF THE
V	BLOCK 3 IN PORTSMAN ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE WEST LINE OF SECTION 7) IN NORTH 31.21 ACRES OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/
	NORTH 31.21 ACRES OF THE NORTHWEST 1/4 OF THE GOVERN
\	RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALSO KNOWN AS LOTS 6 AND 7 IN THE SUBDIVISION BY CLARA BECKER OF LOT 3 OF THE WEST 12 ACRES AS DESCRIPTION OF THE WEST 14 ACRES AS DESCRIPTION OF THE WEST 14 ACRES AS DESCRIPTION OF THE WEST 15 ACRES AS DESCRIPTION OF THE WEST 14 ACRES AS DESCRIPTION OF THE WEST 15 ACRES AS DESCRIPTION OF THE WEST 1
$\hat{\Delta}$	SUBDIVISION BY CLARA BECKER OF LOT 3 OF THE WEST 12 ACRES AFORESAID IN COOK COUNTY, ILLINOIS;
V	WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS
	DOQUMENT NUMBER TOGETHER WITH ITS TRIPLY FOR GIVEN AS
7	COMMON ELEMENTS. TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE
\$	PARCEL 2. THE EVOLUTION TO SERVE
	PARCEL 2: THE EXCLUSIVE RIGHT TO USE PARKING SPACE AS LIMITED COMMON ELEMENTS AS LIMITED COMMON ELEMENTS
γ .	AS DELINEATED ON SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT
N	
ſ,	COMMONLY KNOWN AS: 5107 N. WESTERN AVE., #C1, CHICAGO, IL 60625-2512 (See HACKEY) P/R/E/I #14-07-303-004-0000 AND #14-07-303-005-0000
\ 1	P/R/E/I #14-07-303-004-0000 AND #14-07-303-005-0000
\	(egA)
J	' /

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 hereby assign(s), transfer(s) and set(s) 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 herein above described.

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The undersigned, do(es) hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do(es) hereby authorize the 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 name(s) 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 Mortgagee may do.

It is understood and agreed that the 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 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 collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

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 undersigned to promptly pay said rer. 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 over 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, syncessors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgag e will not exercise its rights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

The failure of the 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, this assignment of rents is executed, scaled and delivered this <u>23rD</u> day of <u>September</u> , A.D.,
Mase Jukic (Seal) Jasminka Jukic (Seal)
STATE OF ILLINOIS }
COUNTY OF COOK } SS.
I, the undersigned a Notary Public in and for said County, in the State aforesaid,
Do Hereby Certify That _****Mase Jukic and Jasminka Jukic, his wife****
me this day in person, and acknowledged that <u>they</u> signed, sealed and delivered the said instrument as <u>their</u> free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this 23RD day of SEPTEMBER, A.D., 2004.
"OFFICIAL SEAL" KATHERINE A. STENCEL Notary Public, State of Illinois My Commission Expires 12-16-2007 Page 2 of 2

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Legal Description

UNIT NUMBER C1 IN THE I TERRAZI COMMERICAL CONDOMINIUM AS DELINEATED ON THE SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PARCEL 1:

THAT PART OF SAID LOTS 6 AND 7, (EXCEPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF THE WEST LINE OF SECTION 7) IN BLOCK 3 IN PORTSMAN ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE WEST 12 ACRES OF THE NORTH 31.21 ACRES OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALSO KNOWN AS LOTS 6 AND 7 IN THE SUBDIVISION BY CLARA BECKER OF LOT 3 OF THE WEST 12 ACRES AFORESAID, LYING ABOVE A HORIZONTAL PLANE OF +28.26 CITY OF CHICAGO DATUM AND LYING BELOW A HORIZONTAL PLANE OF +41.48 CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 7.99 FEET NORTH OF THE SOUTH LINE OF SAID LOT 7 AND 0.75 FEET EAST OF THE EAST LINE OF N. WESTERN AVENUE, SAID EAST LINE BEING A LINE 50 FEET EAST OF THE WEST LINE OF SECT OI'7, AFORESAID; THENCE EAST, 6.50 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE A DISTANCE OF 3.98 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 22.93 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE, A DISTANCE OF 19.13 FEET; THENCE WIST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 3.59 FEET; THENCE NORTH PARALLEL WITF THE EAST LINE OF N. WESTERN AVENUE, A DISTANCE OF 3.70 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 25.89 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF N. WESTERN AV EVUE, A DISTANCE OF 18.85 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SAID LOTS 6 AND 7, (EXCLPT THAT PART LYING WEST OF A LINE 50 FEET EAST OF THE WEST LINE OF SECTION 7) IN BLOCK 3 IN PORTSMAN ADDITION TO RAVENSWOOD, BEING A SUBDIVISION OF THE WEST 12 ACRES OF THE NORTH 31.21 ACRES OF THE NORTHWEST CUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALSO KNOWN AS LOTS 6 AND 7 IN THE SUBDIVISION BY CLARA BECKER OF LOT 3 OF THE WES 1 12 ACRES AFORESAID, LYING ABOVE A HORIZONTAL PLANE OF +28.26 CITY OF CHICAGO DATUM AND LYING BELOW A HORIZONTAL PLANE OF +41.15 CITY OF CHICAGO DATUM, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 5.56 FLFT SOUTH OF THE NORTH LINE OF SAID LOT 6 AND 0.75 FEET EAST OF THE EAST LINE OF N. WESTERN AVENUE, SAID FAST LINE BEING A LINE 50.0 FEET EAST OF THE WEST LINE OF SECTION 7, AFORESAID; THENCE SOUTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE, A DISTANCE OF 18.82 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 25.86 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE, A DISTANCE OF 3.70 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 8. 6 FLET; THENCE NORTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE, A DISTANCE OF 0.47 FEET; THENCF FAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 5.92 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE, A DISTANCE OF 6.27 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 19.63 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE, A. DISTANCE OF 12.42 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 15)4 FFET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE, A DISTANCE OF 2.34 FEET; THENCI WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 7.34 FEET; THENCE NORTH PARALLEL WITH THE FAST LINE OF N. WESTERN AVENUE, A DISTANCE OF 2.34 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 29.61 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF N. WESTERN AVENUE A DISTANCE OF 4.04 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 6.58 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED AS DOCUMENT NO. <u>0426719084</u> IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS AMENDED FROM TIME TO TIME

There are no tenants in the building with the right of first refusal.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the Declaration of Condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described therein.