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**RECORDATION REQUESTED BY:** 

**AMERICAN METRO BANK** 

Main

4878 N Broadway

Chicago, IL 60640

WHEN RECORDED MAIL TO:

**AMERICAN METRO BANK** 

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Chicago, IL 60640

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Chicago, IL 60640



Doc#: 0504633134

Eugene "Gene" Moore Fee: \$40.00

Cook County Recorder of Deeds

Date: 02/15/2005 10:18 AM Pg: 1 of 9

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Dajana Spasojevic, Loan Processor AMCRICAN METRO BANK 4878 V Broadway Chicago, IL 60640

#### ASSIGNMENT OF PENTS

THIS ASSIGNMENT OF RENTS dated November 12, 2004, is made and executed between Songchai Srichinda and Lilia Srichinda, whose address is 4836 N Bell, Chicago, IL 60615 (referred to below as "Grantor") and AMERICAN METRO BANK, whose address is 4878 N Broadway, Chicago, IL 60640 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

LOT 11 AND 12 IN BLOCK 3 IN TYRON AND DAVIS 40TH AVENUE ADDITION TO IRVING PARK, IN THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Property or its address is commonly known as 4716 N. Springfield, Chicacgo , IL. The Property tax identification number is 13-14-101-034-0000 & 13-14-101-035-0000

**FUTURE ADVANCES.** In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together with all interest thereon.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents,

20X 334-CTT 9KY

July 602 ( NO Party

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#### **ASSIGNMENT OF RENTS**

(Continued)

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Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly

pankruptcy proceeding. granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a possession and control of and operate and manage the Property and collect the Rents, provided that the the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect

#### GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

and claims except as disclosed to and accepted by Lender in writing. Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances,

and convey the Rents to Lender. Right to Assign. Grenter has the full right, power and authority to enter into this Assignment and to assign

any instrument nov. in force. No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's

TENDER'S RIGHT TO RECEIVE ALS COLLECT RENTS. Lender shall have the right at any time, and even nghts in the Rents except as provided in this Assignment.

purpose. Lender is hereby given and granted the following rights, powers and authority: though no default shall have occurred under this Assignment, to collect and receive the Rents. For this

Assignment and directing all Rents to be paid directly to Lender or Lender's agent. Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this

other persons from the Property. necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or legal proceedings necessary for the protection of the proceedings as may be receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and

on the Property. all taxes, assessments and water utilities, and the premiums on fire add other insurance effected by Lender continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all Maintain the Property. Lender may enter upon the Property to naintain the Property and keep the same in

agencies affecting the Property State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the

and on such conditions as Lender may deem appropriate. Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms

Lender's name or in Grantor's name, to rent and manage the Property, including the collection and Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in

the powers of Grantor for the purposes stated above. deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may

that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact

any other specific act or thing

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be

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# ASSIGNMENT OF RENTS (Continued)

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for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any, third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisd ation over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the argunt repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness of to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will than bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of rapayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the ramaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Nore's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for Inoaeat yne fot bhe amy reason. effect (including failure of any collateral document to create a valid and perfected security interest or lien)

Detective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter. on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material False Statements. Any werranty, representation or statement made or furnished to Lender by Grantor or

(Continued)

**ASSIGNMENT OF RENTS** 

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any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or

judicial processing, self-help, repossession or any other method, by any creditor of Grantor or by any Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

sadequate reserve or bond for the uspute. creditor or forfeiture proceeding in an amount determined by Lender, in its sole discretion, as being an notice of the creditor or foresiture proceeding and deposits with Lender monies or a surety bond for the the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of gernishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event governmental agency against the Rents or any property securing the Indebtedness. This includes a

guaranty in a manner satisfactory to Lender, and, in hoin) so, cure any Event of Default, required to, permit the guarantor's estate to ascurbe unconditionally the obligations arising under the any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be accommodation party dies or becomes incompetant, or revokes or disputes the validity of, or liability under, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser. Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

thereafter, Lender may exercise any one or more of the following cohts and remedies, in addition to any other RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time

rights or remedies provided by law:

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Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the

be required to pay. entire indebtedness immediately due and payable, including any prepay nent penalty which Grantor would

exercise its rights under this subparagraph either in person, by agent, or through a receiver. for which the payments are made, whether or not any proper grounds for the demand existed. Lender may Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected Lender's costs, against the Indebtedness. In furtherance of this right, Lender shan have all the rights and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property

from serving as a receiver exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property Indebtedness. The mortgagee in possession or receiver may serve without bond it permitted by law. the Property and apply the proceeds, over and above the cost of the receivership, against the preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from receiver appointed to take possession of all or any part of the Property, with the power to protect and Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a

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## ASSIGNMENT OF RENTS (Continued)

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Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by they, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lander's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following niscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Joint and Several Liability. All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in

#### ASSIGNMENT OF RENTS

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exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender to provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender is rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the States analy, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the buginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is contained by giving formal written notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, it there is more than one Grantor, Grantor's current address. Unless otherwise provided or required by law, it there is more than one Grantor, any notice given by Lender, to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this same are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person of circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified, it shall be considered deleted from this Assignment. Unless otherwise provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any imitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the hanelit of the parties, their successors assigns. If ownership of the Property becomes vested in a persor other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbestance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Songchai. Stichinda and Lilia Stichinda.

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Detault. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

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Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Songchai Srichinda and Lilia Srichinda.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender means AMERICAN METRO BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated November 12, 2004, in the original principal amount of \$300,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 4.750% per annum. Payments on the Note are to be made in accordance with the following payment schedule: in one payment of all outstanding principal plus all accrued unpaid interest on November 12, 2006. In addition, Grantor will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning December 9, 2004, with all subsequent interest payments to be due on the same day of each month after that. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest that tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Assignment shall be subject to the following minimum and maximum rates. NOTICE: Under no circumstances shall the interest rate on this Assignment be less than 6.000% per annum or more than the maximum rate allowed by applicable law.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, nortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and cocuments, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

# ASSIGNMENT OF RENTS (Continued)

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F RENTS, and acknowledged that he or	VASIGM MENT O	In this day before me, the undersigned Notary Public, pace the individual described in and who executed the AS he signed the Assignment as his or her free and volunt nentioned.
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# ASSIGNMENT OF RENTS (Continued)

INDIVIDUAL ACKNOWLEDGMENT			
y appeared Lilia Srichinda, to me known to be OF RENTS, and acknowledged that he or she and deed, for the uses and purposes therein ay of			
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