## LOAN NO. 11-507771-4 UNOFFICIAL COPY

This instrument was prepared by and mail to: Barbara J. Nehr

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

\*\*THIS ASSIGNMENT OF RENTS IS BEING RE-RECORDED TO CORRECT THE UNIT NOS. AND PARKING SPACES IN THE LEGAL DESCRIPTION BELOW. ~**050324**0126

Doc#: 0503248126

Eugene "Gene" Moore Fee: \$26.50 Cook County Recorder of Deeds Date: 02/01/2005 09:38 AM Pg: 1 of 2



Doc#: 0513112135 Eugene "Gene" Moore Fee: \$26.50 Cook County Recorder of Deeds Date: 05/11/2005 02:29 PM Pg: 1 of 2

## Assignment of Rents

******3640 N. CALIFORNIA, CI C******		<del></del>
a limited liability company organized and existing under the laws of the	STATE OF ILLINOIS	, in order to secure an
indebtedness of ****THREE HUNDRED FIFTY-Two THOUSAND AND NO/100***	* <u> </u>	<u></u> , Dollars
(\$_****352,000.00****_), executed a mortgage of even date herewith, mortgage	iging to	

## CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

hereinafter referred to as Mortgagee, the following described real estate:

\*\*UNITS 3646-2, P-3 AND 3646-3, P-4

UNITS 3644-2, P-11 AND 3644-3, P-12-TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN 3640 NORTH CALIFORNIA CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0430134082, IN THE EAST ½ OF 1'HE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LN COOK COUNTY, ILLINOIS.\*\*\*\*

COMMONLY KNOWN AS: 3644 N. CALIFORNIA AVE., # 2 AND #3 CHICAGO IL 60618

P/R/E/I #13-24-131-040-0000

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 My

or that may hereafter be connected, 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 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, 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 payment secured by the mortgage or after a breach of any of its covenants.

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.

the Mortgagee of its right of exercise thereafter.	
IN WITNESS WHEREOF, the undersigned company hath caused the	ese presents to be signed by its members, this day of
JANUARY , A.D., 20 <u>05</u> .	
Ox	3640 N. CALIFORNIA, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY
By: Dirk A. Nebbeling, Member	By:
STATE OF ILLINOIS } SS. COUNTY OF COOK }	C/O
I, the undersigned,Susan M. Arquilla	, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT DIRK A. NEBBELING	
be the members of ****3640 N. CALIFORNIA, L.L.C.****	, an Unnois limited liability company
and 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 as such members, they signed	ed and delivered the said instrument as such members of said limited
liability company as their free and voluntary act, and as the free a	and voluntary act and deed of said limited liability company, for the
uses and purposes therein set forth.	
GIVEN under my hand and Notarial Seal, thisday	y of <u>January</u> , A.D., 20 <u>05</u> .
"OFFICIAL SEAL" SUSAN M. ARQUILLA Notary Public, State of Illinois My Commission Expires 03-01-2007	Susan M. Cegulla Notary Public