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INSTRUMENT PREPARED BY
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161 N. Clark St. - Suite 550
Chicago, IL 60601



0536105229

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Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 12/27/2005 03:19 PM Pg: 1 of 3

PLEASE MAIL TO:
THE FIRST COMMERCIAL BANK
6945 N. Clark Street
Chicago, IL 60626

HERITAGE TITLE COMPANY ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, KC BUILDING LLC, an Illinois limited liability company, (hereinafter called "Assignor"), the owner of the certain premises at 4303-19 N. Keystone, Chicago, Illinois, legally described as follows:

THAT PART LYING SOUTHWESTERLY OF ELSTON AVENUE (EXCEPT GLEASON AND HOARE'S SUBDIVISION) OF BLOCK 7, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF CULLOM AVENUE WITH THE EAST LINE OF CULLOM AVENUE WITH THE EAST LINE OF KEYSTONE AVENUE; AND THE NORTH ALONG THE EAST LINE OF KEYSTONE AVENUE, 160 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF CULLOM AVENUE, A DISTANCE OF 102.86 FEET TO THE SOUTHWESTERLY LINE OF THE PUBLIC ALLEY; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID PUBLIC ALLEY, A DISTANCE OF 231.66 FEET TO THE NORTH LINE OF CULLOM AVENUE, THENCE WEST ALONG THE NORTH LINE OF CULLOM AVENUE, 269.42 FEET TO THE POINT OF BEGINNING, IN IRVING PARK, A SUBDIVISION OF THE SOUTHEAST ¼ OF SECTION 15 AND THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 13-15-406-003-0000

does hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, transfers, sells, assigns and sets over unto THE FIRST COMMERCIAL BANK, whose principal place of business is at 6945 N. Clark Street, Chicago, Illinois 60626 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor, secured by a certain Mortgage made by Assignor to Assignee, dated December 22, 2005, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases now in effect or that become in effect in the future, and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by

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the undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or oral, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
2. Reasonable expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.
3. Taxes and assessments levied against said premises.
4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Notes secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Notes secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Notes secured thereby.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with or without notice to Assignor of a default under the Mortgage and/or Notes as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Notes, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Notes. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Notes secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and

