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INSTRUMENT PREPARED BY
NICHOLAS GEROULIS
Martin & Karcazes, Ltd.
161 North Clark Street
Suite 550
Chicago, IL 60601



Doc#: 0608240234 Fee: \$28.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/23/2006 04:16 PM Pg: 1 of 3

PLEASE MAIL TO:
PLAZA BANK
7460 W. Irving Park Road
Norridge, IL 60634

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MILWAUKEE PARTNERSHIP, LLC, an Illinois limited liability company(hereinafter called "Assignor"), the owner of certain premises commonly known as 3060-68 N. Milwaukee Ave., Chicago, Illinois and 3047-71 N. Milwaukee Ave., Chicago, Illinois, County of Cook, State of Illinois and legally described as follows:

PARCEL 1: LOTS 1, 2, 3 AND 4 IN HAENTZE AND WHEELER'S SUBDIVISION NO. 5, BEING PART OF LOT 7 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common Address: 3060-64 N. Milwaukee Ave., Chicago, Illinois

P.I.N.(s): 13-26-115-001-0000;
13-26-115-002-0000;
13-26-115-003-0000; and
13-26-115-004-0000.

P.N.T.N.

PARCEL 2: LOTS 23, 24, 25 AND 26 IN BLOCK 1 IN HEINEMANN AND GROSSE'S SUBDIVISION OF PART OF LOTS 3 IN DAVLIN, KELLY AND CARROLL'S SUBDIVISION OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common Address: 3047-71 N. Milwaukee Ave., Chicago, Illinois

P.I.N.(s): 13-26-105-024-0000;
13-26-105-025-0000;
13-26-105-026-0000; and
13-26-105-027-0000.

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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 Plaza Bank, whose principal place of business is at 7460 W. Irving Park Road, Norridge, IL 60634 (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of a promissory Note executed and delivered by Assignor, which obligation is secured by a certain Mortgage made by Assignor to Assignee, dated FEBRUARY 10, 2006, 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 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 Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note 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 Note secured thereby.

