

# UNOFFICIAL COPY

The Talon Group # 1360627  
3 of 3

INSTRUMENT PREPARED BY:

NICHOLAS GEROULIS  
MARTIN & KARCAZES, LTD.  
161 North Clark Street  
Suite 550  
Chicago, Illinois 60601



Doc#: 0613932089 Fee: \$30.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/19/2006 12:20 PM Pg: 1 of 4

PLEASE MAIL TO:  
ARCHER BANK  
4970 S. Archer  
Chicago, IL 60632



## ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, A.L.B.S. WIRELESS SERVICES II LLC, an Illinois limited liability company (hereinafter called "Assignor"), the owner of the premises located in the County of Cook, State of Illinois, and legally described as follows:

See Attached Exhibit "A".

**PIN:** 19-09-412-018-0000

**Common Address:** 5200 S. Cicero Avenue, Chicago, Illinois.

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, absolutely and unconditionally transfers, sells, assigns and sets over unto ARCHER BANK, whose principal place of business is at 4970 S. Archer, Chicago, Illinois 60632 (hereinafter called "Assignee"), for collateral purposes only, and 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 May 12, 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

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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 enforcement of this Agreement.
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.
5. Any remaining rents, issues or profits shall be paid to Assignor.

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 Note 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 Note, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note 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 against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

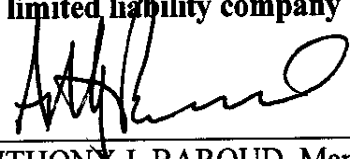
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This Assignment of Leases and Rents shall be released by Assignee when all amounts due hereunder have been paid in full.

IN WITNESS WHEREOF, the assignor has executed this instrument as of this 12<sup>th</sup> day of May, 2006.

**ASSIGNOR:**

**A.L.B.S. WIRELESS SERVICES II LLC**  
an Illinois limited liability company

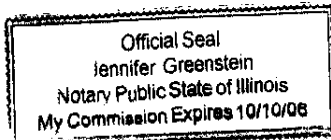
By:   
ANTHONY J. BAROUD, Manager

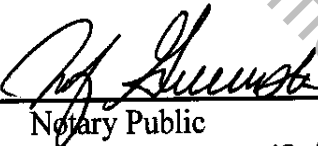
By:   
EMIL A. BAROUD, Manager

State of Illinois      )  
                                  ) ss.  
County of Cook        )

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that ANTHONY J. BAROUD and EMIL A. BAROUD, known to me to be the same persons whose names are subscribed to the foregoing instrument as the Managers of A.L.B.S. WIRELESS SERVICES II, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: May 12<sup>th</sup>, 2006



  
Notary Public  
My Commission expires: 10/10/08

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EXHIBIT A

## LEGAL DESCRIPTION

Legal Description: THAT PART OF THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF SOUTH ARCHER AVENUE BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE SOUTHERLY LINE OF ARCHER AVENUE CROSSES THE WEST LINE OF SOUTH 48TH AVENUE (NOW KNOWN AS CICERO AVENUE) AND RUNNING THENCE SOUTH ON THE WEST LINE OF SOUTH 48TH AVENUE (NOW KNOWN AS CICERO AVENUE) 209 FEET; THENCE WEST ON A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 9, 197 FEET; THENCE NORTHERLY 169.81 FEET, MORE OR LESS, TO A POINT IN THE SOUTHERLY LINE OF SAID ARCHER AVENUE, 231.29 FEET WESTERLY (AS MEASURED ALONG THE SOUTHERLY LINE OF SAID ARCHER AVENUE) OF THE PLACE OF BEGINNING; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID ARCHER AVENUE, 231.29 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THAT PART TAKEN FOR WIDENING OF CICERO AVENUE); ALSO, EXCEPTING THEREFROM THAT PART OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF ARCHER AVENUE, BOUNDED AND DESCRIBED AS FOLLOWS: TO WIT:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF ARCHER AVENUE WITH THE WEST LINE OF CICERO AVENUE, AS THE SAME ARE NOW LOCATED AND ESTABLISHED, DISTANT 40.0 FEET SOUTHERLY MEASURED AT RIGHT ANGLES FRACTIONAL THE CENTER LINE OF ARCHER AVENUE, AND DISTANCE 50.0 FEET WEST MEASURED AT RIGHT ANGLES FRACTIONAL THE ENDORSEMENT LINE OF SAID SECTION 9; THENCE SOUTH ALONG A LINE PARALLEL WITH AND DISTANCE 50.0 FEET WEST MEASURED AT RIGHT ANGLES, FRACTIONAL SAID ENDORSEMENT LINE OF SECTION 9, BEING ALSO THE WEST LINE OF CICERO AVENUE, A DISTANCE OF 205.87 FEET TO THE SOUTH LINE OF THAT CERTAIN TRACT OR PARCEL OF LAND CONVEYED BY GUARANTY BANK AND TRUST COMPANY TRUST NUMBER 8591 TO LEWIS GELLER, JULIAN M. GELLER AND DONALD GELLER BY DEED DATED NOVEMBER 14, 1960 AND RECORDED NOVEMBER 22, 1960 AS DOCUMENT 18022602 IN THE OFFICE OF THE RECORDER OF DEEDS IN AND FOR COOK COUNTY, ILLINOIS; THENCE WEST ALONG LAST MENTIONED SOUTH LINE, A DISTANCE OF 6.0 FEET TO A POINT; DISTANCE 6.0 FEET WEST MEASURED AT RIGHT ANGLES TO SAID WEST LINE OF CICERO AVENUE; THENCE NORTH PARALLEL WITH SAID WEST LINE OF CICERO AVENUE; THENCE NORTH PARALLEL, WITH SAID WEST LINE OF CICERO AVENUE, A DISTANCE OF 108.39 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG SAID ARC HAVING A RADIUS OF 110.0 FEET AND CONCAVE TO THE SOUTHWEST, A DISTANCE OF 37.07 FEET TO A POINT; THENCE NORTHWESTERLY ALONG AN ARC HAVING A RADIUS OF 30.0 FEET AND CONCAVE TO THE SOUTHWEST, A DISTANCE OF 32.37 FEET TO A POINT; THENCE NORTHWESTERLY TO SOUTHWESTERLY, ALONG AN ARC HAVING A RADIUS OF 110.0 FEET, AND CONCAVE TO THE SOUTH, A DISTANCE OF 37.07 FEET; THENCE TO A POINT OF TANGENCY, DISTANT 28.0 FEET SOUTHEASTERLY, MEASURED AT RIGHT ANGLES, FRACTIONAL A POINT ON SAID SOUTHERLY LINE OF ARCHER AVENUE, A DISTANCE OF 78.16 FEET SOUTHWESTERLY, AS MEASURED ALONG SAID SOUTHERLY LINE OF ARCHER AVENUE FRACTIONAL SAID WEST LINE OF CICERO AVENUE, THENCE SOUTHWESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF ARCHER AVENUE, A DISTANCE OF 140.0 FEET TO A POINT IN THE WEST LINE OF THAT CERTAIN TRACT OF PARCEL OF LAND CONVEYED BY GUARANTY BANK AND TRUST COMPANY TRUST NUMBER 8591 TO LEWIS GELLER, JULIAN M. GELLER AND DONALD GELLER BY DOCUMENT NUMBER 18022602 AS AFORESAID; THENCE NORTH ALONG LAST MENTIONED WEST LINE, A DISTANCE OF 28.47 FEET TO A POINT IN SAID SOUTHERLY LINE OF ARCHER AVENUE, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE OF ARCHER AVENUE A DISTANCE OF 214.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 19-09-412-018-0000

Property Address: 5200 South Cicero Avenue, Chicago, Illinois 60638