## M.G.R. TITLE

LOAN NO. 11-507851-4 COPY

This instrument was prepared by: KATHERINE A. STENCEL

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



Doc#: 0615241150 Fee: \$26.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Decde

Cook County Recorder of Deeds Date: 06/01/2006 02:41 PM Pg: 1 of 2

Assignment of Rents

(CORPORATE FORM)

HILL CONSTRUCTION AT C****
a limited liability company organize? and existing under the laws of the STATE OF ILLINOIS, in order to secure an indebtedness of
****One Million and No/100****
(\$_****1,000,000.00*****), executed a mortgage of even date herewith, mortgaging to

## CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

LOT 1 IN BLOCK 10 IN GAGE'S ADDITION WILMETT SUBDIVISION OF FRACTIONAL SECTION 27, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MEK'DIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1301 CHESTNUT AVE., WILMETTE, IL 50091-1617

P/R/E/I #05-27-301-011-0000

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 (f sail 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 and 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, or that may hereafter be contracted, 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.

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It is further understood and agreed, that in the event of the exercise of his 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.

IN WITNESS WHEREOF, the undersigned limited liability comp this 30TH day of MAY	
this 30TH day of MAY	, A.D., 20 <u>06</u>
	****HILL CONSTRUCTION, LLC**** AN ILLINOIS LIMITED LIABILITY COMPANY
O <sub>x</sub> C	By: John G. Bigoness, Sole Member
STATE OF ILLINOIS } SS.	
COUNTY OF COOK }	
I, the undersigned, STAN ROLLA CIPTES	, Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY THAT ****JOHN G. BIGONESS****	personally known to me to be the Sole Member of
****HILL CONSTRUCTION, LLC**** ,	
to be the same person whose name is subscribed to the foregoing inst	trument, appeared before no this day in person and acknowledged
that as such sole member, he signed and delivered the said instrument	at as such sole member of said lim'ted liability company as his free
and voluntary act, and as the free and voluntary act and deed of sai	d limited liability company, for the uses and purposes therein set
forth.	Co
GIVEN under my hand and Notarial Seal, this	day of, A.D., 20 <u>06</u>
"OFFICIAL SEAL" STAVROULA GIAFIS NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 9/26/2009	MC Notary Public

MAIL TO:

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