

# UNOFFICIAL COPY

*MARQUIS*  
*0610280 3 of 3*



**INSTRUMENT PREPARED BY:**

Nicholas Geroulis  
Martin & Karcazes, Ltd.  
161 North Clark Street  
Suite 550  
Chicago, Illinois 60601

**Doc#:** 0619102283 **Fee:** \$28.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 07/10/2006 02:13 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, STARMAX ENTERTAINMENT, INC., an Illinois corporation d/b/a Kokonut Restaurant (hereinafter called "Assignor"), the owner of the premises legally described as follows:

LOTS 2 THROUGH 8 IN KOPECKY'S SUBDIVISION OF PART OF JANE MIRANDA'S RESERVE AND THE NORTH FRACTIONAL 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 6913 N. MILWAUKEE AVE. NILES, ILLINOIS 60714

P.I.N.(S): 10-31-209-001-0000;  
10-31-209-002-0000;  
10-31-209-003-0000;  
10-31-209-006-0000;  
10-31-209-007-0000;  
10-31-209-062-0000; and  
10-31-209-063-0000.

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, absolutely and unconditionally transfer, sell, assign and set over unto PLAZA BANK, whose principal place of business is at 7460 West Irving Park Road, Norridge, Illinois 60706 (hereinafter called "Assignee"), for collateral purposes only, and for the use and benefit of the holder or holders and owner or owners of the Notes executed and delivered by Assignor to Assignee and secured by a certain Mortgage made by Assignor to Assignee, dated JUNE 30, 2006 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

*3Kg*

# UNOFFICIAL COPY

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 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

# UNOFFICIAL COPY

hereby given the same rights and powers as the Assignee named herein.

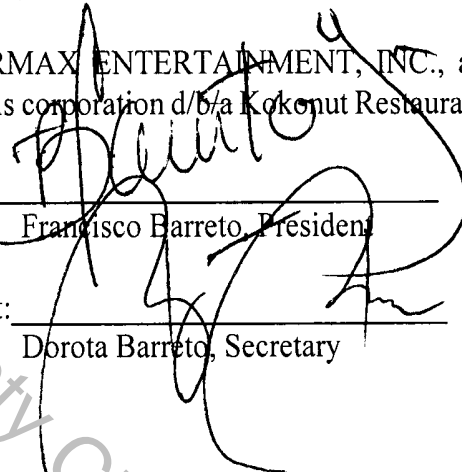
The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

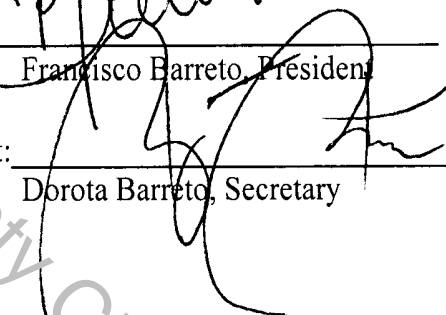
This Assignment of Leases and Rents shall be released by Assignee when all amounts due hereunder have been paid in full.

IN WITNESS WHEREOF, Assignor has executed this instrument and the Assignee has accepted delivery of this instrument as of the 30<sup>TH</sup> day of JUNE, 2006.

ASSIGNOR:

STARMAX ENTERTAINMENT, INC., an Illinois corporation d/b/a Kokonut Restaurant

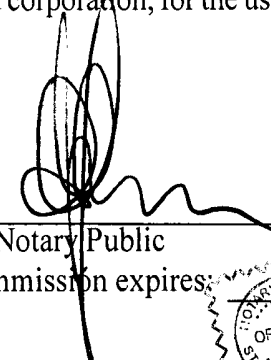
By:   
Francisco Barreto, President

Attest:   
Dorota Barreto, Secretary

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 Francisco Barreto and Dorota Barreto, and known to me to be the same persons whose names are subscribed to the foregoing instrument as the President and Secretary of STARMAX ENTERTAINMENT, INC., an Illinois corporation d/b/a Kokonut Restaurant, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Dated: 6/30, 2006

  
\_\_\_\_\_  
Notary Public  
My Commission expires:

