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Doc#: 0721446119 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/02/2007 01:02 PM Pg: 1 of 4

INSTRUMENT PREPARED BY:
Kevin M. Kelliher, Esq.
MARTIN & KARCAZES, LTD.
161 North Clark Street, Suite 550
Chicago, Illinois 60601

MAIL TO:
Allegiance Community Bank
8001 W. 183rd, St.
Tinley Park, IL 60487

ENTERPRISE TITLE SERVICES, INC

AL18035

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, ZELJKO PECANAC, ZARKO KRTINIC, and FADOMIR KRTINIC (hereinafter collectively called "Assignor"), the owner of the premises legally described as follows:

Legal Description

LOT 4 IN THE SUBDIVISION OF BLOCK 3 (EXCEPT THE NORTH 50 FEET THEREOF) OF CHARLES BUSBY'S SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 20-14-310-021-0000

PROPERTY ADDRESS:
6120-6122 South Greenwood
Chicago, Illinois 60637;

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 ALLEGIANCE COMMUNITY BANK, whose principal place of business is at 8001 W. 183rd, ST., TINLEY PARK, IL 60487 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of a Note in the aggregate original principal amount of \$1,450,000.00 executed and delivered by Assignor, secured by a certain Mortgage made by Assignor to Assignee, of even date herewith, 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 a predecessor in interest to the subject property described above), or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents,

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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, 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.

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.

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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.

The Assignor, on behalf of it and each and every person claiming by, through, or under him or her, hereby WAIVES ANY AND ALL RIGHT OF REDEMPTION, statutory or otherwise, without prejudice to mortgagee's right to any remedy, legal or equitable, which mortgagee may pursue to enforce payment or to affect collection of all or any part of the indebtedness secured by this mortgage, and without prejudice to mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this mortgage.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 29th day of JUNE, 2007.


ZELKO PECANAC


ZARKO KRTINIC


RADOMIR KRTINIC

POA 

Radomir Krtinic by 
as their attorney in fact.

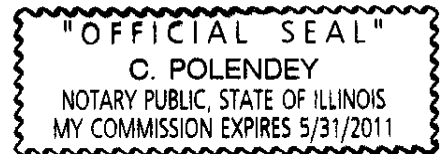
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State of Illinois)
County of COOK) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Zarko Krtinic and Radomar Krtinic, each personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29th day of June, 2007.

C. Polendey
Notary Public



My Commission expires on May 31, 2011