# UNOFILIALICOPY

INSTRUMENT PREPARED BY LANCE JOHNSON MARTIN & KARCAZES, LTD. 161 N. Clark St. - Suite 550 Chicago, IL 60601 Doc#: 0819333053 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 07/11/2008 09:39 AM Pg: 1 of 4

PLEASE MAIL TO:

CITIZENS COMMUNITY BANK 3322 South Oak Park Avenue

Berwyn, Illinois 60402

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, V & H MANAGING, LLC, an Illinois limited liability company (hereinafter called "Assignor"), the owner of the certain premises commonly described as 12349-57 S. HARLEM AVE., PALOS HEIGHTS, ILLINOIS, and legally described as follows: SEF ATTACHED EXHIBIT "A"; 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, transfer, son assign and set over unto CITIZENS COMMUNITY BANK, whose principal place of business is at 3322 South Oak Park Avenue, Berwyn, Illinois 60402 (hereinafter called "Assignee), for the use and be left of the holder or holders and owner or owners of the Note executed and delivered by the Assignor, secured by a certain Mortgage made by Assignor to Assignee, dated JULY 8, 2008, and recorded in the Office of the Recorder of Deeds of COOK County, ILLINOIS, and other collateral, any and all leases ac v 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 in to 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 pare 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:

BOX 334 CTI

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- 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.
- 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 Mortgage 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 torth 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.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 8th day of JULY, 2008.

V & H MANAGING, LLC, an Illinois limited liability company

By:

Hemant Patel, Manager

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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 HEMANT N. PATEL, known to me to be the same person whose name is subscribed to the foregoing instrument as the Manager of V & H MANAGING, LLC, 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: July 8, 2508

Notary Public

"OFFICIAL SEAL"
MARY M. PETRUSHA
Notary Public, State of Illinois

My Commission Expires 12/03/2008

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#### **EXHIBIT "A"**

#### **LEGAL DESCRIPTION**

LOT 9 (EXCEPT THE NORTH 5 FEET 11 INCHES THEREOF AND EXCEPT THAT PART OF LOT 9 BEGINNING AT THE SOUTHWEST 1/4 OF SAID LOT 9; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 9 A DISTANCE OF 6 FEET TO A PERMANENT TAX NUMBER; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT ON THE SOUTH LINE OF SAID LOT 9, BEING 30 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 9; THENCE WEST ALONG THE SOUTH LINE OF LOT 9, A DISTANCE OF 30 FEET TO THE POINT OF BEGINNING) IN BLOCK 1 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NO. 1, A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL ACRES OF THE WEST 10 ACRES) AND OF THE NORTH 2 1/2 ACRES OF THE WEST 10 ACRES OF SAID LOT 8 IN CIRCUIT COURT PARTITION OF THE SOUTHWEST 1/4 OF SECTION 30 AFORESAID, IN COOK COUNTY, ILLINOIS.

P.I.N.: 24-30-300-011-0000

COMMON ADDRESS: 12349-57 S. HARLEM AVE., PALOS HEIGHTS, ILLINOIS.