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1000739049

Doc#: 1000739049 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/07/2010 03:32 PM Pg: 1 of 5

Property of
Assignment of Payments/Rents
Cook County Clerk's Office

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ASSIGNMENT OF PAYMENTS / RENTS

The Undersigned, **HOPE EVANGELISTIC MINISTRIES INTERNATIONAL**, an Illinois not-for-profit corporation ("Assignor"), as additional security for the payment of that certain Promissory Note dated August 2, 2008 ("Note") payable to the order of **FLAMM, TEIBLOOM & STANKO, LTD. ("FT&S")**, in the principal sum of \$30,502.15 payable as therein specified with interest as therein provided, and for the performance of the terms, covenants, and conditions contained in the Note and the Mortgage of even date made by the Assignor to secure the Note and conveying the real estate hereinafter described, and also in consideration of the sum of \$1 in hand paid and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby assign, transfer, and set over unto FT&S and its successors and assigns all the payments made (including the earnest money deposits minus the brokers commission, attorneys' fees and closing costs) pursuant to the Real Estate Sales Contract, the Rides and/or the mortgage between Assignor and Fresh Anointing International Ministry ("Payments"), as well as the avails, rents, issues, and profits now due or that may hereafter become due under or by virtue of any contract, lease, or any renewals thereof, either oral or written, or any letting of or any agreement for the use or occupancy of any part of the real estate and premises hereinafter described that may have been previously or may be hereafter agreed to by FT&S under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases, agreements and all the Payments, avails, rents, issues, and profits thereunder to FT&S, all relating to the real estate and premises described as follows:

THE EAST 85 FEET OF THE WEST 1174.9 FEET OF THE NORTH 216 FEET OF THE SOUTH 249 FEET OF LOT 30 (EXCLUDING THE WEST 16 FEET THEREOF TAKEN FOR ALLEY), IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Property Index Number: 25-16-129-024-0000
Commonly Known As: 412 West 107th Street, Chicago, Illinois

The Assignor, and its beneficiaries if applicable, hereby irrevocably appoint FT&S as the true and lawful attorney of the Assignor and each of them, to take and from time to time retake possession of the premises described above, to collect all of the Payments, avails, rents, issues, and profits now due or hereafter to become due under each and every of the contracts, leases and agreements, or any renewals thereof, written or oral, existing or that may hereafter exist for and in connection with the premises, and to use such measures, legal and equitable, as in the discretion of FT&S may be deemed proper or necessary to enforce the payment or security of these Payments, avails, rents, issues, and profits, and to secure and maintain possession of the premises, or any part thereof, and, at the discretion of FT&S, to fill any and all vacancies, and to rent, lease, or let all or any portion thereof for terms expiring either before or after the maturity of the indebtedness secured by the Mortgage, and to manage, maintain, preserve, operate, and use the

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premises, and, in the discretion of FT&S, to cancel any existing insurance policies relating to the premises and to cause to be written new policies in place of them, and also additional and renewal policies, making them payable to FT&S under the Mortgage, or, in case of foreclosure sale, to the owner of the certificate of sale and of any deficiency, as their respective interests may appear, and in the case of loss under such policies, to adjust, collect, and compromise, in its discretion, all claims thereunder and to sign all receipts, vouchers, and releases required by the insurance companies therefor; and further with full power to use and apply for and with respect to the premises the Payments, avails, rents, issues, and profits in such respective amounts and in such order and priority as in the judgment and discretion of FT&S may be deemed proper, for and on account of the payment of any indebtedness secured by the Mortgage, and of any indebtedness or liability, now existing or hereafter created, of the Assignor and its beneficiaries, if applicable, to FT&S, and of all costs, charges, expenses, and fees in the operation, management, care, and preservation of the premises, together with all the improvements, fixtures, appurtenances, apparatus, and equipment thereunto appertaining, including all taxes and assessments and installments thereof, mechanics liens, costs of repairs, improvements, alterations, renewals, and restorations, insurance premiums, the usual and customary brokerage commission for leasing the premises or any part thereof and for collecting rents, and the reasonable compensation for all services rendered by virtue hereof by FT&S and its attorneys, agents, and servants, and all their expenses involved therein and such further sums as may be sufficient to indemnify FT&S against any liability, loss, or damage on account of any matter involved therein and such further sums as may be sufficient to indemnify FT&S against any liability, loss, or damage on account of any matter or thing done in good faith hereunder and further with power from time to time to substitute any attorney in fact to act hereunder in its place and stead in all or any matters described herein, and from time to time to revoke every such substitution and appointment at the discretion of FT&S, hereby granting full power and authority to exercise each and every one of the rights, privileges, and powers herein granted at any and all times hereafter without notice to the Assignor or its beneficiaries or its legal representatives, heirs, or assigns, and hereby ratifying all that FT&S may do by virtue hereof. The powers hereby created shall be irrevocable as long as any indebtedness secured by the Mortgage evidenced by the Note remains unpaid.

After taking and retaking possession by virtue hereof, FT&S shall have the right to remain in possession of the premises, to collect the Payments, avails, rents, issues, and profits therefrom, and to manage the premises as herein set forth, notwithstanding the institution of proceedings to foreclose the Mortgage and the entry of any order of foreclosure in any such proceedings, and notwithstanding any sale of the premises pursuant to any such order unless the amount paid at the sale shall be sufficient to pay the full amount due under the terms of the order, and to remain in possession of the premises until the expiration of the period of redemption from any such sale, and from time to time FT&S shall apply the net Payments, avails, rents, issues, and profits accruing after the sale of the premises pursuant to such order remaining after the payment of all deductible expenses, charges, and fees for and on account of any deficiency reported to the Court in that proceeding. The provisions of this instrument shall and are intended to service any order of foreclosure and sale in any proceedings to foreclose the lien of the Mortgage. After taking or retaking possession by virtue hereof, FT&S shall

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have the right from time to time to surrender possession without prejudice to its right to retake possession hereunder upon default as herein provided.

Until default shall occur in the payment of the indebtedness evidenced by the Note and/or secured by the Mortgage or in the performance by the Assignor of any agreement contained in those documents or in any other security document or agreement with FT&S, the Assignor shall be permitted to possess, manage, operate, and enjoy all the property, rights, and privileges in the Mortgage encumbered, and to collect the Payments, avails, rents, issues, and profits thereof. Upon service of notice on tenants and occupants of the premises by FT&S that default has been made under the terms of the Note, Mortgage, or any other security document or agreement with FT&S (which notice need not specify the nature of defaults) and demand of the payments to FT&S, which demand if made on the Assignor or its beneficiaries shall fix and determine the prevailing payments and/or rental per month for the portion of the premises occupied by the Assignor or its beneficiaries, the tenants and occupants shall be obligated to account and pay to FT&S, from and after the date of service of the notice and demand, all the Payments, avails, rents, issues, and profits due or accruing under their respective contracts, leases and agreements, without any duty or obligation on the part of the tenants or occupants to ascertain that a default in fact does exist, and in the event of such demand on the Assignor or its beneficiaries, the Assignor and its beneficiaries agree and shall be obligated to pay to FT&S rent in advance for the portion of the premises occupied by the Assignor or its beneficiaries at the prevailing rental therefor per month as fixed and determined by FT&S in the demand, and a failure on the part of the Assignor or its beneficiaries promptly to pay the rent on the first day of each and every month in advance shall in and of itself constitute a forcible entry and detainer, and FT&S may in its own name and without any other notice or demand maintain an action of forcible entry and detainer against the Assignor or its beneficiaries and obtain possession of the premises occupied by them.

Anything herein to the contrary notwithstanding, no liability of any sort whatsoever is incurred or assumed under and by virtue of this instrument for any error of judgment or for any act done or omitted to be done by FT&S in good faith, or for any mistakes of fact or law or anything that it may do or refrain from doing hereunder, except for its own willful default, it being understood and agreed that in taking possession and operating, managing, and preserving the premises, FT&S does so without incurring any liability for any matters or things except as provided in this Assignment.

Failure by FT&S at any time to avail itself of all or any of the provisions hereof shall not be construed or deemed to be a waiver by it of any such provisions. This instrument shall remain in full force and effect until the entire indebtedness secured by the Mortgage evidenced by the Note, has been fully paid, and, in case of a deficiency on foreclosure sale, until the expiration of the period of redemption from the sale.

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FT&S may assign all its rights, title, and interest under this Assignment, and all the terms and provisions hereof shall be binding on and inure to the benefit of the respective legal representatives, successors, assigns, and substitutes of the respective parties hereto.

ATTEST:

HOPE EVANGELISTIC
MINISTRIES INTERNATIONAL

By: Rev. Dr. Willie L. Weston, Sr.
Rev. Dr. Willie L. Weston, Sr.

State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Rev. Dr. Willie L. Weston, Sr. personally known to me to be the same person(s) whose name is/are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30th day of December, 2009

[Signature]
Notary Public

JEFF J. BAXTER
Notary Public - Notary Seal
Taney County State of Missouri
My Commission Expires: Sept 26, 2012
ID#08409781

This instrument was prepared by, and after recording should be mailed to:

Emmett R. McCarthy
Flamm, Teibloom & Stanko, Ltd.
20 N. Clark Street, Suite 2200
Chicago, IL 60602