



Doc#: 1118141005 Fee: \$62.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/30/2011 10:03 AM Pg: 1 of 3

Assignment of Rents And Leases

KNOW ALL MEN BY THESE PRESENTS that \*\* \_\_\_\_\_ hereinafter called the "Assignor", in consideration of One Dollar paid by \_\_\_\_\_ ALSJ, Inc. hereinafter called the "Assignee", hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor as Lessor has and may have in the leases now existing or hereafter made affecting the real property in Cook County, more particularly described in Exhibit "A" attached hereto, as said leases may have been, or may from time to time be hereafter modified, extended and renewed, with all rents, income and profits due therefrom. The Assignor will, on request of the Assignee, execute assignments of any future leases affecting any part of said premises.

This assignment is made as additional security for the payment of a certain Note and Mortgage (and all extensions or modifications thereof) made by \*\* \_\_\_\_\_ in the sum of <sup>Two Hundred and Forty</sup> ~~Thousand~~ (\$240,000.00) encumbering the said real property, and the acceptance of this assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of rights to the Assignee under the terms of said Note and Mortgage. And it is expressly understood and agreed by the parties hereto before default occurs of the terms under said Note and Mortgage Assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain and use the same provided, however, that even before default occurs no rent more than two months in advance shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court proceeding involving any of the leases in any bankruptcy, insolvency, or reorganization proceeding in any state or Federal court and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment.

The Assignor, in the event of default in the performance of any of the terms and conditions of said Note and Mortgage, hereby authorizes the Assignee, at its option, to enter and take possession of the mortgaged premises and to manage and operate the same, to collect all or any rents accruing therefrom and said leases, to let or re let said premises or any part thereof, to cancel and to modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the Assignee in its discretion, may deem proper.

The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings or under said Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto.

Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any kind and all liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of said premises upon the Assignor nor make the assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger.

The Assignor covenants and represents that said Assignor has full right and title to assign said leases and the rents, income and profits due or to becoming due thereunder, that the terms of said leases have not been changed from the terms in the copies of said leases submitted to the Assignee for approval, that no other assignment of interest therein has been made, that there are no existing defaults under the provisions thereof, and that said Assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the leases' interest in them without the prior written consent of the Assignee.

Assignor hereby authorizes the Assignee to give notice in writing of this assignment at any time to any tenant under any said leases.

Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the term of said Note and Mortgage.

Default by Assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said Note and Mortgage. Any expenditures made by the Assignee in curing such a default on the Assignor's behalf, with interest thereon at the highest rate for which it is now lawful to contract, shall become part of the debt secured by these presents.

\*\*Chicago Title Land Trust Company As Successor Trustee to LaSalle National Trust, N.A., as Trustee Under the Provisions of a Trust Agreement Dated November 21, 1990, and known as Trust Number 115851

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The full performance of said mortgage and the duly recorded release or satisfaction of said mortgage shall render this assignment void.

The net proceeds collected by the Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said Mortgage.

This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the mortgage referred to herein. Notwithstanding any provisions herein to the contrary, this Assignment of Rents and Leases is intended to be an absolute assignment from Assignor to Assignee and not merely the passing of a security interest. The rents and leases are hereby assigned absolutely by Assignor to Assignee, contingent only upon the occurrence of a default.

Signed, sealed and delivered in the presence of

Chicago Title Land Trust Company As Successor  
Trustee to LaSalle National Trust, N.A., as  
Trustee Under the Provisions of a Trust Agreement  
Dated November 21, 1990, and known  
Trust # 115851



By \_\_\_\_\_

Its Attest \_\_\_\_\_

Its Secretary \_\_\_\_\_

*[Handwritten Signature]*  
Trust Officer  
**Attestation not required  
pursuant to corporate by-laws.**

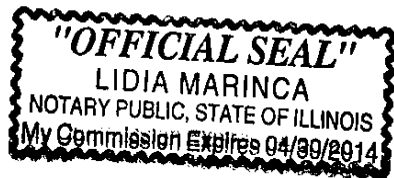
(CORPORATE SEAL)

Sworn to and subscribed before me  
this 17th day of June, 2011

*[Handwritten Signature]*

Notary Public, State of  
My Commission expires:

This instrument is executed by the undersigned Land Trustee not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.



Cook County Clerk's Office

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## ASSIGNMENT OF RENTS EXHIBIT "A"

### (Legal Description)

LOT 1 IN THE RESUBDIVISION OF LOTS 7 TO 12 INCLUSIVE IN BLOCK 7, IN GARDNER'S FOURTH ADDITION TO MONTROSE, BEING A SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTH 1/2 OF LOT 8 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY.

Permanent Index No: 13-16-322-014-0000

Property Address: 5217 W. Belle Plaine, Chicago, IL. 60641

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