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Doc#: 1305934003 Fee: \$48.25
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/28/2013 08:30 AM Pg: 1 of 5

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment"), is given on **November 4, 2010** by **Dimce Kocovski**, whose address is **6565 Snug Harbor Drive, Willowbrook, Illinois 60527**, and **Violet Kocovski**, whose address is **6565 Snug Harbor Drive, Willowbrook, Illinois 60527** ("Owner") to **Family Federal Savings of Illinois** which is organized and existing under the laws of the state of United States of America, and whose address is **5225 W. 25th Street, Cicero, Illinois 60804** ("Lender"). The Lender is, or is about to become, the holder of the following Mortgage dated **November 4, 2010** in the amount of **Two Hundred Eighty Thousand Seven Hundred Eighteen and 69/100 Dollars (\$280,718.69)** ("Mortgage") executed by Owner covering the following described property:

Address: **1927 S. Euclid, Berwyn, Illinois 60402**

Legal Description: **Lot 427 (except the North 4 feet thereof) and the North 8 feet of Lot 426 in Berwyn Manor, a subdivision of the South 1271.3 feet of the southeast 1/4 of Section 19, Township 39 North, Range 13, East of the Third Principal Meridin, in Cook County, Illinois**

Parcel ID/Sidwell Number: **16-19-417-036-0000**

("Secured Property") which secures the following Note(s):

- Loan with a principal amount of **\$280,718.69**

and any other indebtedness of Owner to Lender, whether now or subsequently owing, or to become due and no matter how created. The Secured Property has been demised by the Owner under a lease(s) which may be described as follows

Rental/Lease Agreements

Lender, as a condition of making the above loan(s), has required an assignment of the lease(s) and the rents, income and profits derived from the use of the Secured Property and every part thereof, as additional security for said loan(s).

In consideration of the recitals above and as additional security for the indebtedness above, Owner assigns, transfers, sets over to, and grants Lender a security interest in the lease(s) described herein and any guaranties, renewals or extensions thereof, together with any other lease(s), whether written or unwritten, entered into before or after this Assignment and demising any part of the Secured Property, and all rents, income and profits derived from the Secured Property and any portion thereof.

D.K. Initials *VC*

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OWNER'S TITLE DEFENSE. In the event of a foreclosure sale of the Property, the lender agrees to defend and pay the costs of any suits brought by the lender against the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees, and to defend and pay the costs of any suits brought by the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees, and to defend and pay the costs of any suits brought by the lender against the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees.

OWNER'S WARRANTIES. The borrower, guarantor, and lender agree to defend and pay the costs of any suits brought by the lender against the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees, and to defend and pay the costs of any suits brought by the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees.

REMEDIES. In the event of a foreclosure sale of the Property, the lender agrees to defend and pay the costs of any suits brought by the lender against the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees, and to defend and pay the costs of any suits brought by the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees.

NOTICE. In the event of a foreclosure sale of the Property, the lender agrees to defend and pay the costs of any suits brought by the lender against the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees, and to defend and pay the costs of any suits brought by the borrower, guarantor, or any other party claiming an interest in the Property, including reasonable attorneys' fees.

WAIVER OF NOTICE TO THE EXTENT PERMITTED BY LAW. OWNER WAIVES ANY RIGHT TO NOTICE OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES AND RELEASES TO ANY

1. The information on this page is for informational purposes only and does not constitute an offer or recommendation of any financial product or service. Please contact your financial advisor for more information.

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HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE LENDER EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

LENDER AS OWNER OF SECURED PROPERTY. It is mutually agreed that nothing contained in the Remedies and Additional Remedies above shall in any way diminish, restrict, or affect any rights of Lender under the lease(s) referred to herein if Lender should become the owner of the Secured Property after the expiration of any redemption period in connection with any foreclosure proceedings.

SUBSEQUENT LEASES. Owner agrees to promptly inform Lender of, and to promptly transfer, assign and deliver to the Lender, any subsequent lease(s) of the Secured Property or any part thereof, and to make, execute and deliver to the Lender, upon demand, any and all documents, agreements and instruments as may, in Lender's opinion, be necessary to protect the Lender's rights under this Assignment. Owner's failure to comply with the agreements herein made shall not impair Lender's rights hereunder with respect to any such subsequent lease(s), nor shall such failure in any way affect the applicability of this Assignment to such lease(s) and the rentals receivable thereunder.

PROTECTION OF LENDER'S RIGHTS AND INTERESTS; NO WAIVER; DEFAULT. Owner further agrees to perform and discharge each and every obligation, covenant, and agreement required to be performed by the Landlord under the lease(s) referred to herein, and should Owner fail to do so, the Lender, without obligation to do so and without releasing Owner from any such obligation, may make or do the same in such manner and to such extent as the Lender deems necessary to protect its rights and interests under this Assignment. Nothing in this Assignment shall be construed to require the Lender to perform any of the terms and provisions contained in the lease(s), or otherwise to impose any obligation or liability upon the Lender. Neither the performance nor the nonperformance by the Lender of Owner's obligations shall be deemed a waiver of any default by the Owner under the Mortgage, this Assignment or under the Note(s). Owner agrees to indemnify and hold harmless Lender from all liability, loss, or damage, which may be incurred under the lease(s) or by reason of this Assignment. If Lender incurs any expenses due to performing Owner's obligations under the lease(s) and Assignment, or incurs damages, attorney fees or costs due to claims or demands under the lease(s) and Assignment, such amounts shall be payable on demand by Owner to Lender. Any default by Owner in the performance of any of the obligations in this Assignment shall be a default under the terms of the said Mortgage, entitling Lender to exercise all rights and remedies provided by the Mortgage, this Assignment, and under the Note(s).

LESSEE PAYMENTS TO LENDER. Owner irrevocably consents and agrees that any lessee(s) under any of the lease(s) referred to herein shall, upon demand and notice from Lender of Owner's default under said Note(s), Mortgage, or this Assignment, pay all rents, income, and profits under said lease(s) to Lender, without any obligation upon any such lessee(s) to determine the actual existence of any default by Owner.

LENDER ASSIGNMENT OF LEASE. Owner agrees that Lender shall have the right to assign Owner's right, title and interest in the lease(s) referred to herein to any subsequent holder of the Mortgage or Note(s) and to assign the same to any person acquiring title to the Secured Property through foreclosure.

SCOPE OF ASSIGNMENT OF LEASE AND RENTS. This Assignment extends to and includes every lease or rental agreement, whether written or unwritten, now existing or hereafter entered into, demising any part of the Secured Property. Wherever used herein, the term "lease" or "leases" includes all such rental agreements. If no specific lease is described above, then this Assignment shall be a general assignment of all leases and rental agreements concerning the Secured Property.

LENDER'S RIGHTS AND REMEDIES. The rights and remedies of the Lender under this Assignment are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Lender has under the Note(s), Mortgage, Loan Agreement and any related documents.

SUCCESSORS AND ASSIGN. All covenants and agreements contained in this Assignment shall apply to and bind the grantees, heirs, personal representatives, successors, and assigns of the respective parties.

P. L.	Initials	VK
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ENTIRE AGREEMENT; MODIFICATIONS; SEVERABILITY This document represents the entire agreement between Employer and Employee. Any modification of this Agreement must be in writing and signed by the Employer and Employee. The law of the State of Illinois governs the validity of any other provision.

PARAGRAPH HEADINGS The title and paragraph headings of this Agreement are for reference only and shall not be deemed to affect the substance of the Agreement.

GOVERNING LAW This Agreement shall be governed by the laws of the State of Illinois.

ORAL AGREEMENTS DISCLAIMER This Agreement represents the entire agreement between Employer and Employee. Any oral agreement or modification of this Agreement is hereby disclaimed.

By signing this Agreement, I have read and understand the terms, conditions and provisions hereof.

Employee

Employer

Witnesses:

Name: _____

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INDIVIDUAL ACKNOWLEDGMENT

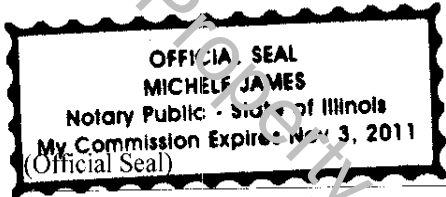
STATE OF ILLINOIS)
)
COUNTY OF COOK)

The foregoing instrument was acknowledged by ~~Dimce Kocovski~~ and ~~Violet Kocovski~~, before me on *NOVEMBER 5, 2010*. In witness whereof, I hereunto set my hand and my official seal.

My commission expires: *11/03/2011*

Michelle James

Cook County, IL



THIS INSTRUMENT PREPARED BY:
Family Federal Savings of Illinois
5225 W. 25th Street
Cicero, IL 60804

AFTER RECORDING RETURN TO:
Family Federal Savings of Illinois
5225 W. 25th Street
Cicero, IL 60804

D.K. Initials *VR*