



Doc#: 1319934108 Fee: \$60.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/18/2013 02:59 PM Pg: 1 of 12

This instrument prepared by, and
please return after recording to:

Law Office of
LOUIS MICHAEL BELL, P.C.
2500 Simpson Street
Evanston, Illinois 60201
Attention: Louis Michael Bell, Esq.

4000718 2/2 MJ

ASSIGNMENT OF RENTS AND LEASES

This ASSIGNMENT OF RENTS AND LEASES (this "*Assignment*") is dated as of July 17, 2013 and is made by

742 N. WESTERN, LLC, an Illinois limited liability company ("*Assignor*"),

in favor of

FIRST SECURITY TRUST AND SAVINGS BANK, an Illinois state savings bank ("*Assignee*").

RECITALS:

A. Assignor is the record owner of the real estate located at 742 North Western Avenue, - County of Cook, City of Chicago, Illinois 60612, as more fully described in EXHIBIT A to this Assignment (the "*Real Estate*"), improved by a three story building comprising approximately __, __ square feet (with the Real Estate, the "*Property*")

B. Assignor, Bartolomiej Przyjemski ("*Przyjemski*"), and Anna Lisek have entered into a Credit Agreement dated an even date (the "*Credit Agreement*"; capitalized terms defined in the Credit Agreement and used but not otherwise defined in this Assignment have the meanings given in the Credit Agreement), pursuant to which Assignee has agreed to extend to Assignor (as defined in the Credit Agreement, the "*Credit*") a construction line of credit permitting borrowings by Assignor of an aggregate amount not to exceed \$1,371,000 (each an "*Advance*" and collectively the "*Loan*") to finance the cost of constructing improvements to the Property. The Loan is evidenced by the Line of Credit - Promissory Note dated an even date of Assignor payable to the order of Assignee in the principal amount of \$1,371,000 (the "*Note*").

C. As a condition precedent to the making of the Advances and the Loan, Assignor has executed and delivered to Assignee its Company Guaranty of Payment and Performance dated an even date (the "*Guaranty*") with respect to the obligations of 7930-36 West Grand Avenue LLC ("*Grand*"), 1600-12 N. Nagle, LLC ("*Nagle*"), Ultimate Homes, LLC ("*Ultimate*"), 3559 W. Montrose, LLC ("*Montrose*"), and NU Concept Developers, LLC ("*NU*"), each an Illinois limited liability company affiliated with Assignor (each an "*Affiliate*" and collectively "*Affiliates*", which Affiliates' obligations are evidenced by the following promissory notes, each dated January 3 (for NU) or May 18, 2012 and payable to the order of Assignee: (a) a Mortgage Term Promissory Note in the original principal amount of \$301,671.51, both signed by Grand and Nagle, and (b) a Mortgage Term Loan Promissory Note in the original principal amount of \$185,408.59 and (c) a Mortgage Term Loan Promissory Note in the

ASSIGNMENT OF RENTS AND LEASES FOR 742 N. WESTERN AVENUE, CHICAGO, ILLINOIS

TO FIRST SECURITY TRUST AND SAVINGS BANK

NWestern Assmt Rents Leases draft 1a.wpd

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original principal amount of \$185,408.59 and (d) a Mortgage Term Loan Promissory Note in the original principal amount of \$219,618.89, both signed by Ultimate and Montrose (each of the foregoing an "*Affiliate Note*" and collectively "*Affiliate Notes*"; the loans from Assignee evidenced by the Notes are each an "*Affiliate Loan*" and collectively "*Affiliate Loans*" [but not including or included in the term "Loan"]).

D. Assignor has agreed to secure the Credit, the Note and the payment of the Loan and the Guaranty by, among other things, granting to Assignee a lien on the Property and its proceeds and is concurrently executing and delivering to Assignee a Mortgage, Security Agreement, Fixture Filing and Financing Statement dated an even date with respect to the Property (the "*Mortgage*").

E. Assignor is concurrently executing and delivering an Environmental Indemnity Agreement dated an even date (the "*Environmental Indemnity*" and, together with the Mortgage, this Assignment and other documents now or hereafter securing the Loan, each a "*Security Document*" and collectively "*Security Documents*") indemnifying Assignee against environmental liability resulting from Assignee's security interest in the Property securing the Loan.

F. It is a condition precedent to Assignee's entering into the Credit Agreement and extending the Loan that Assignor execute and deliver this Assignment to Assignee as security for the payment and performance of Assignor's obligations under the Credit Agreement, the Note, the Guaranty, the Assignment and the other Security Documents.

NOW, THEREFORE, in consideration of the foregoing recitals, Assignee's entering into the Credit Agreement and extending the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR COVENANTS UNTO ASSIGNEE as follows:

1. **Definitions.** All capitalized terms used and not expressly otherwise defined herein that are defined in the Mortgage have the meanings given in the Mortgage.
2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to
 - a. all of the rents, issues, profits, revenues, receipts, income, accounts, security and other deposits of tenants and other receivables arising out of or from the Property;
 - b. any and all leases and subleases (collectively, the "*Leases*"), now or hereafter existing, of all or any part of the Property;
 - c. all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and
 - d. to the best of Assignor's knowledge, all tenant improvements and fixtures located on the Property.

This Assignment is given to secure:

- e. **Payment by Assignor when due of:**
 - i. the indebtedness evidenced by the Note, together with all interest thereon, late charges and other indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof;

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ii. any and all sums expended or advanced by Assignee pursuant to any term or provision of or constituting additional indebtedness under the Credit Agreement, the Note or under and secured by any Security Document, together with interest thereon as provided herein or therein;

iii. any and all other indebtedness and obligations, whether constituting principal, thereon, late charges, reimbursements or otherwise, that may be due and owing by Assignor to Assignee with respect to the Loan, whether absolute or contingent, howsoever arising and evidenced, and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof, and

iv. any and all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(all of the foregoing monetary obligations of Assignor to Assignee collectively the "*Indebtedness*"); and

f. The performance and observance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any guarantor or obligor on behalf of or for the benefit of Assignor to Assignee

i. that are evidenced or secured by or otherwise provided for in the Credit Agreement, the Note, this Assignment or any other Security Document or any other instrument, agreement or other document pursuant thereto or in connection therewith, whether now existing or hereafter arising, together with all renewals, extensions, replacements, amendments and modifications thereof (all of the foregoing collectively the "*Credit Documents*", and each of the terms "*Credit Agreement*", "*Note*", "*Mortgage*", "*Environmental Indemnity*", "*Assignment*", and "*Security Agreement*" shall include all renewals, extensions, replacements, amendments and modifications of such Credit Document), and

ii. that are evidenced or secured by or otherwise provided for in any other instrument, agreement or other document executed and delivered by Assignor or any other guarantor or obligor on behalf of or for the benefit of Assignor to Assignee, whether now existing or hereafter arising, together with all amendments and modifications thereof (collectively "*Related Documents*" and included in the term "*Credit Documents*").

(all of the foregoing non-monetary obligations to Assignee with respect to the Borrower or Assignor collectively "*Related Obligations*").

3. Representations and Warranties of Assignor. Assignor represents and warrants to Assignee that:

a. this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

b. Assignor is the lessor under all Leases;

c. Assignor heretofore has not made any other assignment of its entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has Assignor entered into any agreement to subordinate any of the Leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

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d. Assignor heretofore has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

e. there are no defaults under any Leases.

4. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

a. Except as provided in Section 7.12 of the Credit Agreement, Assignor shall not lease any portion of the Property unless Assignor obtains Assignee's prior written consent to all aspects of such Lease, which consent shall not be unreasonably withheld, conditioned or delayed and shall be deemed given if Assignee fails to notify Assignor that Assignee's consent is being withheld within seven (7) business days after the officer of Assignee with primary responsibility for administering the Loan has received

i. Assignor's request for consent (which request, to be effective, shall specifically refer to the 7-day deemed consent provision of this Paragraph 4.a and

ii. all other information reasonably necessary for Assignee to evaluate such request adequately (including, without limitation, a copy of the proposed lease, credit information regarding the proposed tenant and a statement of the leasing commissions, tenant improvement costs, tenant incentives and other costs and expenses to be incurred in connection with such lease);

b. Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof.

c. Without Assignee's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), Assignor shall not

i. release the liability of any tenant under any Lease,

ii. consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals,

iii. consent to any tenant's claim of a total or partial eviction

iv. consent to any tenant termination or cancellation of any Lease (except in accordance with its terms) or

v. enter into any oral leases with respect to all or any portion of the Property;

d. Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

e. Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder;

f. Without Assignee's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), Assignor shall not modify any material terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment

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of, or subletting under, any Lease or approval) required or permitted by such terms and provisions or cancel or terminate any Lease;

g. Without Assignee's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the Property demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder, except in the ordinary course of the business of operating a residential apartment rental building;

h. Without Assignee's prior written consent (which shall not be unreasonably withheld, conditioned or delayed), Assignor shall not alter, modify or change the terms of any guaranty of any Lease in any material respect, or cancel or terminate any such guaranty or do or suffer to be done anything that would terminate any such guaranty as a matter of law;

i. Assignor shall not waive or excuse the obligation to pay rent under any Lease;

j. Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all reasonable, out-of-pocket costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

k. Assignor shall give prompt notice to Assignee of any notice of any default on the part of the lessor with respect to any Lease received from any tenant or guarantor thereunder;

l. Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any breach (after the expiration of all applicable notice and cure periods) by the tenant or guarantor under such Lease of the same;

m. Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the Indebtedness secured hereby or liens for general real estate taxes not delinquent;

n. Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Property for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;

o. Assignor shall furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all tenants and subtenants of the Property, or any part thereof; and

p. If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee (which shall not be unrea-

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sonably withheld, conditioned or delayed), and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of paragraph 8 below.

5. **Rights Prior to Default.** At any time prior to the date that an Event of Default (as defined in paragraph 6) has occurred and remains continuing, Assignee shall not demand from tenants under the Leases or any other person liable thereunder any of the rents, issues, income and profits assigned hereunder and Assignor shall have the right to collect, at the time (but in no event more than thirty (30) days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** Any of the following events shall constitute an "*Event of Default*" under this Assignment:

a. a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof that is not cured or waived after giving effect to any applicable notice, cure or grace period, if any, set forth in the Mortgage; or

b. any other Event of Default or Default, after giving effect to any applicable notice, cure or grace period, under (and as defined in) the Note, the Credit Agreement, any other Security Document or any other loan from Assignee or Assignor, whether now existing or hereafter arising.

7. **Rights and Remedies upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any obligor of the Indebtedness from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Security Documents:

a. declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

b. enter upon and take possession of the Property, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

c. either with or without taking possession of the Property, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Property and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without

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proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

d. make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be so much additional Indebtedness secured by this Assignment.

8. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Property following the occurrence of any one or more Events of Default shall be applied as follows:

a. *first*, to reimburse Assignee for all of the following out-of-pocket expenses, together with court costs and reasonable attorneys' fees and including interest thereon at the Default Rate:

i. taking and retaining possession of the Property;

ii. managing the Property and collecting the rents, issues, income and profits thereof, including without limitation, salaries, fees and wages of a managing agent and such other employees as Assignee may deem reasonably necessary and proper;

iii. operating and maintaining the Property, including without limitation, payment of taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance required under the Mortgage or any of the other Loan Documents; and

iv. the cost of all alterations, renovations, repairs or replacements of or to the Property that Assignee may deem reasonably necessary and proper.

b. *second*, to reimburse Assignee for all sums expended by Assignee pursuant to Paragraph 7.d above, together with interest thereon at the Default Rate;

c. *third*, to reimburse Assignee for all other sums with respect to which Assignee is indemnified pursuant to Paragraph 9 below, together with interest thereon at the Default Rate;

d. *fourth*, to reimburse Assignee for all other sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the other Credit Documents, together with interest thereon at the Default Rate;

e. *fifth*, to payment of accrued and unpaid interest under the Note;

f. *sixth*, to payment of the unpaid principal balance of the Note and any and all other amounts due thereunder or under the other Credit Documents; and

g. *seventh and finally*, any balance remaining to Assignor, its respective legal representatives, successors and assigns or to such other parties which may be legally entitled thereto.

9. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property or from any other act or omission of Assignor

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nee (except for any negligence or willful misconduct) in managing, operating or maintaining the Property following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be so much additional Indebtedness secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Property or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Property by any tenant, occupant or other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Property, in the absence of the taking of actual possession of the Property by Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Credit Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignor hereby acknowledges that Assignee has not received any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any

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court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Benefit.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid all of the other Indebtedness and performed all of the Related Obligations secured hereby and by the other Credit Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence that are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

19. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE ACKNOWLEDGE AND AGREE THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS ASSIGNMENT, THE NOTE, THE CREDIT AGREEMENT, THE MORTGAGE, THE ENVIRONMENTAL INDEMNITY, OR ANY OF THE OTHER CREDIT DOCUMENTS OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREIN AND THEREIN WOULD BE BASED UPON DIFFICULT AND COMPLEX ISSUES. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF ASSIGNOR AND ASSIGNEE, BY ITS ACCEPTANCE OF THIS ASSIGNMENT, HEREBY KNOWINGLY AND VOLUNTARILY MUTUALLY (A) WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION, CLAIM, COUNTERCLAIM, CROSS-CLAIM, THIRD-PARTY CLAIM, DISPUTE, DEMAND, SUIT OR PROCEEDING ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, THE NOTE, THE MORTGAGE, THE CREDIT AGREEMENT, THE GUARANTY, THE ENVIRONMENTAL INDEMNITY OR ANY OF THE OTHER CREDIT DOCUMENTS, THE MORTGAGE LOAN, OR ANY RENEWAL, EXTENSION, MODIFICATION OR REFINANCING THEREOF, OR ANY CONDUCT OF ANY PARTY RELATING THERETO, AND (B) AGREE THAT ANY SUCH ACTION, CLAIM, SUIT OR PROCEEDING SHALL BE TRIED BEFORE A JUDGE AND NOT BEFORE A JURY.

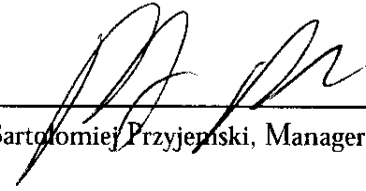
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IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

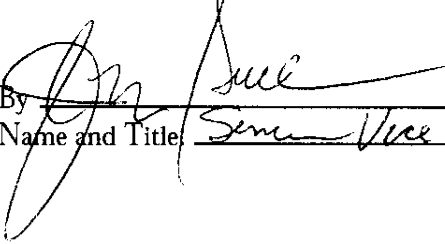
Assignor:

742 N. WESTERN, LLC

By  _____
Bartolomiej Przyjemski, Manager

The undersigned Assignee hereby acknowledges, accepts and agrees to the foregoing Assignment.

Assignee: FIRST SECURITY TRUST AND SAVINGS BANK

By  _____
Name and Title: Sam Vice President

Property of Cook County Clerk's Office

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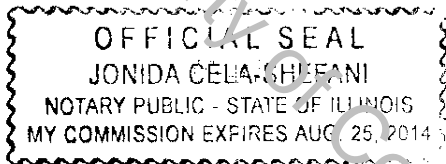
STATE OF ILLINOIS

SS:

COUNTY OF COOK

The undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that BARTOLOMIEJ PRZYJEMSKI, the Manager of 742 N. WESTERN, LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed and delivered said instrument on his own behalf and on behalf of said company, pursuant to authority granted by the members of said company, as his free and voluntary act and the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of July, 2013.



Jonida M. Shefani
Notary Public

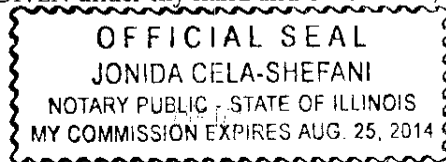
STATE OF ILLINOIS

SS:

COUNTY OF COOK

The undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JOHN M. SULLIVAN being a Senior Vice President — Lending of FIRST SECURITY TRUST AND SAVINGS BANK, an Illinois state savings bank, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he executed and delivered said instrument on behalf of said bank, and caused the seal of said bank to be affixed thereto, pursuant to authority given by the Board of Directors of said bank, as his free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 17th day of July, 2013.



Jonida M. Shefani
Notary Public

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EXHIBIT A TO
ASSIGNMENT OF RENTS AND LEASES
LEGAL DESCRIPTION OF REAL ESTATE

PARCEL 1:

LOTS 48 AND 49 (EXCEPT THAT PART TAKEN FOR WIDENING OF STREET) IN BLOCK 1 OF RUFUS P. PATTERSON'S SUBDIVISION OF BLOCK 1 IN WRIGHT & WEBSTER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.Ns: 16-12-203-039 and 16-12-203-040

COMMONLY KNOWN AS 742 NORTH WESTERN AVENUE, CITY OF CHICAGO, ILLINOIS 60612