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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/04/2013 01:14 PM Pg: 1 of 5

INSTRUMENT PREPARED BY:

Lance Johnson
Martin & Karczas, Ltd.
161 N. Clark St.
Suite 550
Chicago, Illinois 60601

MAIL TO:

Gold Coast Bank
1201 N. Clark St. - Suite 204
Chicago, IL 60610

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, 2047 W. DIVISION, LLC, an Illinois limited liability company ("**Assignor**"), the owner of the certain premises commonly known as **2047 W. Division St., Commercial Unit C2, Chicago, IL 60622** and legally described as follows: SEE 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, sell, assign and set over unto GOLD COAST BANK, an Illinois banking corporation, and its successors and/or assigns, whose principal place of business is set forth above ("**Assignee**"), for the use and benefit of the holder or holders and owner or owners of the Note of even date herewith, in the principal amount of \$1,350,000.00, executed and delivered by the Assignor (also, "**Borrower**") to Assignee, and secured by a certain Mortgage made by Assignor to Assignee of even date herewith and recorded in the Office of the Recorder of Deeds of **Cook County, Illinois**, and other collateral, any and all leases now 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 into 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 name 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:

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.

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3. Taxes and assessments levied against said premises.

4. 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 Mortgagee 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 forth 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 30TH day of JULY, 2013.

ASSIGNOR:

2047 W. DIVISION, LLC

By: [Signature]
Michael R. Pieczonka, as attorney-in-fact
for Greg Mohr, as Manager

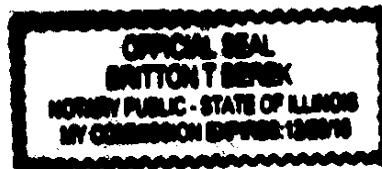
By: [Signature]
Michael R. Pieczonka, as attorney-in-fact
for Scott Weiner, as Manager

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that MICHAEL R. PIECZONKA, known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument as the attorney-in-fact for GREG MOHR and SCOTT WEINER, as Managers of 2047 W. DIVISION, LLC, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his(her)(their) 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 31, 2013

[Signature]
Notary Public



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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF LOTS 18, 19 AND 20 IN SUBDIVISION OF THE NORTH PART OF BLOCK 1 IN SUFFERN'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOWER LEVEL:

PARCEL C2 - LOWER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +8.17 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +18.00 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.31 FEET; THENCE SOUTH, A DISTANCE OF 54.10 FEET; THENCE WEST, A DISTANCE OF 24.31 FEET; THENCE NORTH, A DISTANCE OF 54.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS;

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 54.10 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.31 FEET; THENCE SOUTH, A DISTANCE OF 6.00 FEET; THENCE WEST, A DISTANCE OF 0.20 FEET; THENCE SOUTH, A DISTANCE OF 1.10 FEET; THENCE WEST, A DISTANCE OF 24.11 FEET; THENCE NORTH, A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +22.17 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 61.20 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.11 FEET; THENCE SOUTH, A DISTANCE OF 35.27 FEET; THENCE WEST, A DISTANCE OF 24.11 FEET; THENCE NORTH, A DISTANCE OF 35.27 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C2-(a) - LOWER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +9.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +18.00 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 5.04 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH, A DISTANCE OF 15.06 FEET; THENCE EAST, A DISTANCE OF 12.39 FEET; THENCE SOUTH, A DISTANCE OF 10.39 FEET; THENCE WEST, A DISTANCE OF 6.06 FEET; THENCE SOUTH, A DISTANCE OF 4.67 FEET; THENCE WEST, A DISTANCE OF 6.33 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL C2-(b) - LOWER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +9.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +18.00 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 0.20 FEET SOUTH AND 17.53 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH, A DISTANCE OF 20.26 FEET; THENCE EAST, A DISTANCE OF 7.46 FEET; THENCE SOUTH, A DISTANCE OF 20.26 FEET; THENCE WEST, A DISTANCE OF 7.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL C2-(c) - LOWER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +22.17 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 0.20 FEET SOUTH AND 35.74 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH, A DISTANCE OF 20.89 FEET; THENCE NORTHEAST, A DISTANCE OF 13.02 FEET; THENCE SOUTH, A DISTANCE OF 28.36 FEET; THENCE WEST, A DISTANCE OF 10.63 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

FIRST FLOOR:

PARCEL C2 - UPPER LEVEL: THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +18.00 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 10.13 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.49 FEET; THENCE SOUTH, A DISTANCE OF 43.97 FEET; THENCE WEST, A DISTANCE OF 24.49 FEET; THENCE NORTH, A DISTANCE OF 43.97 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; AND

THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +13.33 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +33.50 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT 62.03 FEET SOUTH AND 0.27 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 20; THENCE EAST, A DISTANCE OF 24.49 FEET; THENCE SOUTH, A DISTANCE OF 7.10 FEET; THENCE WEST, A DISTANCE OF 24.49 FEET; THENCE NORTH, A DISTANCE OF 7.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

SECOND FLOOR:

PARCEL C1-(A) - THE FOLLOWING PARCEL OF LAND LYING ABOVE A HORIZONTAL PLANE AT ELEVATION +33.83 FEET (CHICAGO CITY DATUM) AND LYING BELOW A HORIZONTAL PLANE AT ELEVATION +41.83 FEET (CHICAGO CITY DATUM) DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT 0.20 FEET OF THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH, A DISTANCE OF 20.30 FEET; THENCE EAST, A DISTANCE OF 0.40 FEET; THENCE NORTH, A DISTANCE OF 16.09 FEET; THENCE EAST, A DISTANCE OF 24.06 FEET; THENCE SOUTH, A DISTANCE OF 6.24 FEET; THENCE EAST, A DISTANCE OF 0.92 FEET; THENCE SOUTH, A DISTANCE OF 5.50 FEET; THENCE EAST, A DISTANCE OF 1.00 FOOT; THENCE SOUTH, A DISTANCE OF 14.33 FEET; THENCE EAST, A DISTANCE OF 4.64 FEET; THENCE SOUTH, A DISTANCE OF 10.27 FEET; THENCE WEST, A DISTANCE OF 31.11 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS, USE, STRUCTURAL SUPPORT AND UTILITIES FOR THE BENEFIT OF PARCEL 1 OVER THE COMMERCIAL AREAS EXCEPTED FROM THE DECLARATION OF CONDOMINIUM OWNERSHIP, AFORESAID, AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 17, 2006 AS DOCUMENT NUMBER 0632115061.

**PINs: 17-06-303-048-0000 (PARCEL C2 - LOWER LEVEL & PARCEL C2 - UPPER LEVEL)
17-06-303-052-0000 (PARCEL C2-(a) - LOWER LEVEL)
17-06-303-054-0000 (PARCEL C2-(c) - LOWER LEVEL)
17-06-303-053-0000 (PARCEL C2-(b) - LOWER LEVEL)
17-06-303-062-0000 (PARCEL C-1(A) - SECOND FLOOR)**

COMMON ADDRESS: 2047 W. DIVISION ST., COMMERCIAL UNIT C2, CHICAGO, IL 60622

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