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Karen A. Yarbrough

Cook County Recorder of Deeds Date: 09/09/2014 01:51 PM Pg: 1 of 8

WHEN RECORDED MAIL TO:

Royal Savings Bank Main Office 9226 S. Commercial Avenue Chicago, IL 60617





FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Carol A. Romes, Loan Operations Manager Royal Savings Bank 9226 S. Commercial Avenue Chicago, IL 60617

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated June 13, 2014, is made and executed between Gramar, L.L.C.-Series 3806-16 (referred to below as "Grantor") and Royal Savings Ban'., whose address is 9226 S. Commercial Avenue, Chicago, IL 60617 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rerits from the following described. Property located in Cook County, State of Illinois:

LOTS 4, 5, 6, AND 7 AND THE NORTH 22.0 FEET OF LOT 8 (EXCEPT THAT PAPT). REREOF LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 24 FOR WIDENING WESTERN AVENUE) IN BLOCK 2 IN RIVER PARK SUBDIVISION OF BLOCK 10 IN KINZLE'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Property or its address is commonly known as 3806-3816 N. Western Avenue, Chicago, IL 60618-3723. The Property tax identification number is 13-24-205-029-0000; 13-24-205-030-0000; 13-24-205-031-0000; 13-24-205-032-0000; & 13-24-205-035-0000.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the

ASSIGNMENT OF RENTS

(beunitno2)

Page 2

psukinptcy proceeding granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances,

Right to Assign. Grantor has the full right, power and suthority to enter rate this Assignment and to assign and claims except as disclosed to and accepted by Lender in writing

No Prior Assignment: Granter has not previously assigned or conveyed the Rents to any other person by and convey the Rents to Lender

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No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's

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though no default stall have occurred under this Assignment, to collect and receive the Rents. FENDER'S RIGHT OF RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even

burpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Leader may send notices to any and all tenants of the Property advising them of this

Area s'indicated to tended of years and all stranges of condense agents and memorized agents.

necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or legal proceedings necessary for the p ofection of the Property, including such proceedings as may be receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all Enter the Property, Lender may enter upon and take possession of the Property; demand, collect and

other persons from the Property.

all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all Maintain the Property. Lender may enter upor the Property to maintain the Property and keep the same in

State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the

Appearage affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms

and on such conditions as Lender may deem appropriate

Lender's name or as Grantor's name, to rem and manage the Property, including the collection and Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in

to lie even of branchiste and may set exclusively and solely in the place and stead of Grantor and to have all Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may

the powers of Grantor for the purposes stated above.

that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact

any other specific sector to yns

application of Rents

on the Property.

to theq is amoned listly extress eth most bestudinger for bins themingiaze and technically discussed assumptioned as by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. discretion, shall determine the application of any and all Rents received by it; however, any such Rents received for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole APPLICATION OF RENTS All costs and expenses incurred by Lender in connection with the Property shall be

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ASSIGNMENT OF RENTS (Continued)

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the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or Is. W for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or comprenise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to or pply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the late of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy: (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or

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tor which the payments are made, whether or not any proper grounds for the demand existed. Lender may Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. by Lender, then Grantor inevocably designates Lender as Grantor's attorney-in-fact to endorse instruments provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property

required to pay

entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the

nghts or remedies provided by law thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Notault and at any time

compliance as soon as reseonably prectical.

default and thereafter continues and completes all reasonable and necessary steps sufficient to produce days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such given a notice of a treach of the same provision of this Assignment within the preceding twelve (12) Cure Provisions. If any default, other than a default in pay pent is curable and it Grantor has not been

Insecurity. Lender in good faith believes itself insecure.

prospect of payment or performance of the Indebtod less is impaired.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the

ceanbardebnt ant to granarance yns crebnu gillideit the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or

Events Affecting Guarantor. Any of the meceding events occurs with respect to any Guarantor of any of

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

adequate reserve or bond for the Aspute creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an

notice of the creditor or technical proceeding and deposits with Lender monies or a surety bond for the the claim which is the basis of the creditor or forfeiture proceeding and it Grantor gives Lender written to seaneldsnossor to the validity of there is a good faith dispute by Grantor as to the validity or reasonableness of garnishment of an Cr Grantor's accounts, including deposit accounts, with Lender. However, this Event governmental egency against the Rents or any property securing the indebtedness. This includes a judicial proceeding, settinelp, repossession or any other method, by any creditor of Grantor or by any Creditor or Tarteiture Proceedings Commencement of foreclosure or forteiture proceedings, whether by

the commencement of any proceeding under any hankruptcy or insolvency laws by or against Grantor. any pair of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for

member withdraws from the limited liability company, or any other termination of Grantor's existence as a Death or Insolvency. The dissolution of Grantot's (regardless of whether election to continue is made), any at any time and for any reason (nell to teatering failure betoefted and perfected security interest or line) to ested and perfected security interest or line) to ested and perfected security interest or line).

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and nespect, either ow or at the time made or furnished to becomes take or misleading at any time thereafter. On Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material

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exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remeries. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remains. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Jender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall ovar interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for prinktuptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes or ly and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one

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BEHALF AND ON BEHALF OF EACH AND EVERSON EXCEPT JUDGMENT CREDITORS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S CONTRINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY

tnemngissA sidt yd betuses seenbetdebn! lle ot as sionill to etate edt to ewst nedgmexe beetsemon Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the

proceeding, or counterclaim brought by any party against any other party.

All parties to this Assignment hereby waive the right to any jury trial in any action,

Time is of the Essence. Time is of the essence in the performance of this Assignment.

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Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this notice to Grantot, may deal with Grantor's successors with reference to this. Assignment and the assigns. If ownership of the Property becomes vested in a person other than Crantor, Lender, without interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and Successors and Assigns. Subject to any limitations stated in this Assignant on transfer of Grantor's

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same are renounced by Lender.

Assignment are granted for purposes of securify and may not be revoked by Grantor until such time as the The various agencies and powers of attorney conveyed on Lender under this Powers of Attorney.

any notice given by Lender to any Granto. Is deemed to be notice given to all Grantors. Grantor's current address, Unless otherwise provided or required by law, if there is more than one Grantor, to change the party's address. For motice purposes, Grantor agrees to keep Lender informed at all times of Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is shown near the beginning of the Assignment. Any party may change its address for notices under this United States mail, as first of as, certified or registered mail postage prepaid, directed to the addresses law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the effective when actually affivered, when actually received by telefacsimile (unless otherwise required by Notices. Any notice equited to be given under this Assignment shall be given in writing, and shall be

nay be granted " . vithheld in the sole discretion of Lender continuing consent to subsequent instances where such consent is required and in all cases such consent required uroof this Assignment, the granting of such consent by Lender in any instance shall not constitute rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by of selwindto their example of their selection of their selection of their selection of their selections of e to salver tight shall operate as a waiver of such right or any other right. A waiver by Lender of a such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in No Waiver by Lender Lender shall not be deemed to have waived any rights under this Assignment unless

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and enriched to the second of the second and the second something the transfer of define the first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower

> (DounitnoO) ASSIGNMENT OF RENTS

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ASSIGNMENT OF RENTS (Continued)

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GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Gramar, L.L.C.-Series 3806-16.

Default. The word 'Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The voids "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Gramar, L.L.C.-Series 3806-16.

Guarantor. The word "Guarantor" n.eanc any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the graranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with in erest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Royal Savings Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated June 13, 2014, in the original principal amount of \$608,000.00 from Grantor to Lender, together with all renewals of, extension: of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 4.750% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$3,499.20 each and one irregular last payment estimated at \$541,752.58. Grantor's first payment is due August 1, 2014, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on July 1, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind

(Continued) ASSIGNMENT OF RENTS

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sesses have enforce due now or tater, including without limitation Grantor's right to enforce such leases

EXECUTED ON BEHALF OF GRANTOR ON JUNE 13, 2014. NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND and to receive and collect payment and proceeds thereunder.

:ROTNARD

GRAMAR, LA.C. SERIES 3806 16

Vincent D. Rizzo Aranger of Gramar, L.L.C. Series 3806-16

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

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VistoM before me, the undersigned Notary

entibolications in the frame frame de santhorized to execute the Assignment and in fact executed the by authority of statute, its stricles of organization or its operating acceement, for the uses and purposes therein and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS Public, personally appeared Vincent D. Rizzo, Manager of G. amar, L.L.C.-Series 3806-16, and known to me to

Assignment on behalf of the highlight lightly company.

Residing at

8 Ng Commission Expires 05/09/78 Notary Public, State of Illinols CHERYLL BRADY "OFFICIAL SPAL" 000001 60 20000000000000

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