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**THIS DOCUMENT PREPARED BY
AND WHEN RECORDED MAIL
TO:**

Law Offices of Cambi L. Cann, P.C.
555 W. Madison, Suite 2112
Chicago, Illinois 60661

Doc#: 1530334064 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/30/2015 01:45 PM Pg: 1 of 10

ASSIGNMENT OF LEASES AND RENTS

This **ASSIGNMENT OF LEASES AND RENTS** ("Assignment") is made as of the 31st day of July, 2015, by **LAKEVIEW INVESTMENTS, INC.**, an Illinois corporation ("Assignor"), to **HRVOJE INC.**, an Illinois corporation ("Assignee").

WITNESSTH THAT:

A. Assignor is the owner of the real property and improvements commonly known as 6932 S. Jeffrey, Chicago, Illinois, and legally described on Exhibit A, attached hereto and by this reference made a part hereof ("Property").

B. Assignee has agreed to make available to Assignor a loan in the principal amount of \$200,000 ("Loan") which is evidenced by that certain Note in the original principal amount of \$200,000, dated the date hereof, as amended from time to time ("Note"). All capitalized terms contained herein shall have the same meaning ascribed to such terms in the Note unless expressly defined as otherwise herein.

C. Payment of the Note is secured by, among other things, that certain Real Estate Mortgage, Security Agreement and Fixture Filing encumbering the Property (the "Mortgage").

E. The execution and delivery of this Agreement is a condition precedent to Assignee's obligation to make the Loan.

F. Assignor, in consideration of the extension of the Loan and for other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor in, to and under all present leases of the Property, if any, together with all future leases hereinafter entered into affecting the Property or any portion thereof, and all guarantees, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively referred to as the "Leases") and individually as the "Lease") and all rents, income and profits which may now or hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Property or any portion thereof as security for the Note and Mortgage obligations and such other obligations contained in this Assignment.

Assignor covenants and agrees that:

1. Except as set forth on Exhibit B attached hereto and by reference made a part hereof, there are no Leases which now affect the Property. Assignor will not enter into any Lease without the prior written consent of Assignee, other than any Lease entered into in the ordinary course of Assignor's business.
2. The sole ownership of the landlord's interest in the Leases is vested in the Assignor. Assignor will not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits on the Leases except an assignment or pledge securing the indebtedness secured hereby; (c) accept any payment of any installment of rent more than 60 days before the date thereof; or (d) make any lease of the Property or any portion thereof except for actual occupancy by the tenant thereunder or the termination of any Lease by a defaulting tenant in the ordinary course of Assignor's business.
3. Except in the ordinary course of Assignor's business, no Lease will be materially altered, modified, amended, terminated, cancelled, renewed or surrendered nor will any material term or condition thereof be waived in any manner whatsoever in, except as approved in writing by Assignee, except for an amendment which increases the amount of rent paid by an existing tenant.

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4. Except as disclosed on Schedule 1, attached hereto and made a part hereof, there is no material default now existing under the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under the Leases; Assignor will fulfill and perform each and every covenant and condition of the Leases by the landlord thereunder to be fulfilled or performed in all material respects and, at the sole cost and expense of Assignor, enforce (excluding termination of the Leases) the performance and observance of each and every covenant and condition of all the Leases by the tenants thereunder to be performed and observed.
5. Assignor will give prompt notice to Assignee of each notice received by Assignor claiming that a default has occurred under the Leases on the part of the landlord, together with a complete copy of each notice. Without Assignee's prior written consent in each case, Assignor will not suffer or permit the Leases to become subordinate to any lien other than the lien of: (a) the Mortgage; (b) this Assignment; and (c) general real estate taxes not delinquent.
6. This Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor that an Event of Default has occurred under the Note, the Mortgage, or any of the other Loan Documents (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Property.
7. If any Event of Default occurs at any time under the Note, the Mortgage, or any of the other Loan Documents, Assignee may, at its option, after service of notice (as required under such instruments), or otherwise in accordance with law, receive and collect when due all such rents, income and profits from the Property and under the Leases of all or any part of the Property. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such Event of Default is cured and during the pendency of any foreclosure proceedings, and, if there is a deficiency, during the redemption period, to the extent that the waiver of such redemption period cannot legally be effected.
8. Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee, in its own name and capacity or in the name and capacity of Assignor (from and after the service of notice), to, during the continuance of an Event of Default, demand, collect, receive and give complete acquittances for any and all rents, income and profits occurring from the Property, and, at Assignee's discretion, to file any claim or take any other action or proceeding and make any settlement in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Subsequent to an Event of Default, all present and future tenants of the Property are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor or any of them pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor and each of them in respect of all payments so made to Assignee or such nominee.
9. After service of a Notice pursuant to Paragraph 6, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor and its agents wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times, after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Property and to payment of all Indebtedness and liability of Assignor to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments and all other sums due from Assignor to Assignee under the Note, the Mortgage or the other Loan Documents; all in such order and for such time as Assignee may determine.
10. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under the Leases. Assignee does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor under the Leases. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Property, or parts thereof, upon Assignee, nor does it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in the Leases, or for any waste of the Property by any tenant under the Leases or any other person, 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, injury or death to any tenant, occupant, licensee, employee or invitee, except the extent such damage, dangerous or defective condition is caused by the gross negligence or willful misconduct of Assignee or Assignee's agents. However, to the extent Assignee collects from any tenant any amounts

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required to be paid by tenant under the Leases for real estate taxes, insurance, utilities, or the like, Assignee shall apply such amounts for the stated purpose for which they are collected.

11. The acceptance by Assignee of this Assignment, and the exercise of any or all of the rights, powers, privileges and authority herein created, shall not be deemed or construed to constitute Assignee a mortgagee in possession, or at any time or in any event obligate Assignee (i) to appear in or defend any action or proceeding relating to any of the Leases or the Property; (ii) to take any action hereunder; (iii) to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any of the Leases; or (iv) to assume any obligation or responsibility for any security or other deposits delivered to Mortgagor by any of the lessee(s) thereunder and not assigned and delivered to Assignee. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person or entity in or about the Property.
12. Assignor hereby covenants and agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damages ("Losses") including, without limitation, reasonable attorneys' fees which may or might be incurred by Assignee under the Leases or by reason of this Assignment, 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 perform or discharge any term, covenant or agreement contained in the Leases, except to the extent any Losses are caused by the gross negligence or willful misconduct of Assignee or Assignee's agents.
13. Assignee may: (a) take or release any party primarily or secondarily liable for any of the Indebtedness; (b) grant extensions, renewals or indulgences with respect to such Indebtedness; and (c) apply any other security held by Assignee to the satisfaction of such Indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the Indebtedness.
14. After the occurrence of an Event of Default and during the continuation thereof, Assignee may, at its option, although it is not obligated to do so, perform any Lease covenant for and on behalf of the Assignor, and all monies expended in so doing (except where tenant is obligated to and does reimburse Assignee under the Leases) will be chargeable to the Assignor, with interest at the Default Rate, as defined and set forth in the Note, and will be added to the Indebtedness, and will be immediately due and payable.
15. The waiver of, or acquiescence by Assignee in, any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenant, condition or agreement in this Assignment or otherwise, will not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.
16. Collection and application of the rents, income and profits from the Property by Assignee, or its agent, as set forth herein and/or the entry upon and taking possession of the Property, shall not cure or waive any Event of Default, or waive, modify or affect any notice of Event of Default or invalidate any act done pursuant to such notice. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default.
17. The recitals set forth above are hereby incorporated by this reference and Assignor hereby incorporates by reference all of the representations and warranties made by Assignor as Mortgagor in the Mortgage and remakes each and all of them to and for the benefit of Assignee as if more fully set forth herein.
18. The rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee has under the Note, the Mortgage, the other Loan Documents, and at law and in equity.
19. If any provision contained in this Assignment or its application to any entity or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) will not be affected, and each term of this Assignment will be valid and enforceable to the fullest extent permitted by law.
20. All communications provided for herein shall be in writing and will be deemed to have been given or made when delivered as set forth in the Note.
21. The term "Assignor" and "Assignee" will be construed to include the successors and assigns thereof to the extent so permitted.
22. This Assignment may not be amended, modified or changed nor will any waiver of any provision hereof be effective, except only by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

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23. Notice of acceptance of this Assignment by Assignee is hereby waived.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

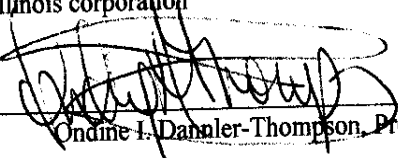
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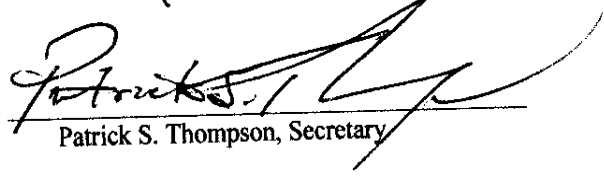
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IN WITNESS WHEREOF, the duly authorized representative of said Assignor has caused this Assignment of Leases and Rents to be signed and sealed as of the date first above written.

LAKEVIEW INVESTMENTS, INC.,
an Illinois corporation

By: 
Ondine I. Dangler-Thompson, President

By: 
Patrick S. Thompson, Secretary

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Notary Page Follows

STATE OF ILLINOIS)
) SS.

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California
STATE OF ~~ILLINOIS~~)
COUNTY OF ~~COOK~~ Orange) SS.

I, TEJASH DESAI, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Odine I. Dannler-Thompson, President of Lakeview Investments, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing **Assignment of Leases and Rents**, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument, on behalf of such corporation and as her free and voluntary act, and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 29th day of July, 2015

My Commission Expires: 7/30/15

[Signature]
Notary Public



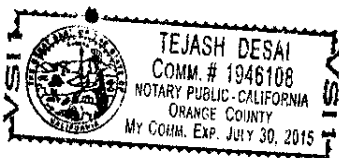
California
STATE OF ~~ILLINOIS~~)
COUNTY OF ~~COOK~~ Orange) SS.

I, TEJASH DESAI, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Patrick S. Thompson, Secretary of Lakeview Investments, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing **Assignment of Leases and Rents**, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument, on behalf of such corporation, and as his free and voluntary act, and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this 29th day of July, 2015

My Commission Expires: 7/30/15

[Signature]
Notary Public



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Exhibit A – Legal Description

Lots 11 and 12, in Block 6, in South Jackson Park Subdivision of the Northwest Quarter of the Southwest Quarter of Section 24, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Tax Parcel 20-24-309-019-0000

Address: 6832 S. East End, Chicago, IL 60649

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EXHIBIT B

EXISTING LEASES AFFECTING THE PROPERTY



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Rent Roll

Properties: LAKEVIEW INVESTMENTS, INC - 6832 S.EAST END CHICAGO, IL 60649

Units: Active

As of: 07/29/2015

Unit	Tags	BD/BA	Tenant	Status	Sq. Ft.	Market Rent	Rent	Deposit	Lease From	Lease To	Move-In	Move-Out	Past Due	NSF Count	Late Count
LAKEVIEW INVESTMENTS, INC - 6832 S.EAST END CHICAGO, IL 60649															
6832-1N		3/1.00		Vacant- Unrented	1,100	1,000.00	0.00	0.00							
6832-1S		3/1.00		Vacant- Unrented	1,100	1,000.00	0.00	0.00							
6832-2N		3/1.00	DENISE PAIGE	Current	1,100	1,000.00	0.00	0.00	07/01/ 1970	12/31/ 2015	01/01/ 1970		1,000.00	0	0
6832-2S		3/1.00	DONNA PRESSWOOD	Current	1,100	1,000.00	0.00	0.00	09/01/ 2013	08/31/ 2014	09/01/ 2013		0.00	0	0
6832-3N		3/1.00	LATOYA FORD	Current	1,100	1,000.00	0.00	0.00	02/27/ 2015	02/29/ 2016	02/27/ 2015		269.00	0	0
6832-3S		3/1.00	EUCLID TOWNSEND	Current	1,100	1,000.00	0.00	0.00	03/01/ 2015	02/28/ 2016	03/01/ 2015		150.00	0	0
6 Units				66.7% Occupied	6,600	6,000.00	0.00	0.00					1,419.00	0	0
Total 6 Units				66.7% Occupied	6,600	6,000.00	0.00	0.00					1,419.00	0	0

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Schedule 1

NONE



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