INSTRUMENT PREPARED BY: William S. Bazianos, Esq.

Roeser Bucheit & Graham, LLC 2 North Riverside Plaza, Suite 1420 Chicago, Illinois 60606 Doc#: 1617341035 Fee: \$44.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A.Yarbrough

Cook County Recorder of Deeds
Date: 06/21/2016 10:14 AM Pg: 1 of 4

MAIL TO:

William S. Bazianos, Esq.
Roeser Buchen & Graham, LLC
2 North Riverside Plaza, Suite 1420
Chicago, Illinois 00606

### <u>ASSIGNMENT OF LEASES AND RENTS</u>

KNOW ALL MEN BY JUESE PRESENTS, that the undersigned, 2448 ADDISON LLC, an Illinois limited liability company (hereinafter called "Assignor"), the owner of the certain premises commonly described as 2448 West Addison, Chicago, Illinois, 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 ur to ROBERT B. MOORE, at his office at 801 West Adams Street, Suite 500, Chicago, Illinois ocool (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by the Assignor, secured by a certain Mortgage made by Assignor to Assignee, dated June 1, 2016, 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 premites 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 or al, 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 S may determine, on account of the following:

Box 400

747

# **UNOFFICIAL COPY**

- 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.
  - 3. Taxes and assessments levied against said premises.
- 4. Inverest, 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 are 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 sime, 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 aert in 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 numbers 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.

[SIGNATURE PAGE FOLLOWS]

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# **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 31st day of May, 2016.

### **ASSIGNOR:**

### 2448 ADDISON LLC

By: Moore Investment Properties LLC

By: <u>()</u> Name: Arthur Moore

Title: Manager

STATE OF ILLINOIS )

) SS

**COUNTY OF COOK** 

I, <u>Jacqueline</u> Mathodale, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ARTHUP MOORE, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal as of this  $\frac{15^{-6}}{100}$  day of tune, 2016.

OFFICIAL SEAL
JACQUELINE MARTINDALE
Notary Public - State of Illinois
My Commission Expires Jan 15, 2019

Notary Public

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# **UNOFFICIAL COPY**

LEGAL DESCRIPTION

Exhibit A

16011699NC Order No.:

#### Parcel 1:

Units 2448-1A, 2448-2A, 2448-3A, 2448-1B, 2448-2B, 2448-3B, 2450-1A, 2450-2A, 2450-3A, 2450-1B, 2450-2B, 2450-3B, 2452-1A, 2452-2A, 2452-3A, 2452-2B, 2452-3B, in Addison Square Condominium, as delineated on a survey of Lots 43, 44 and 45 in William Zelosky's subdivision of the North 1/2 and the West 1/2 of the South 1/2 of Block 20 in Kinzie'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; which survey is attached as Exhibit "A" to the Declaration of Condominium recorded April 25, 2002, as document number 0020477110, and as amended from time to time, together with its undivided percentage interest in the common elements.

#### Parcel 2:

THE EXCLUSIVE RIGHT TO USE PARKING SPACE NUMBER P-3, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY AT ACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0020477110.

2 Non The 10020477110.

Ly known as: 2448 we 13- 24- 208- 038- 1001+1015
13- 24- 208- 038- 1018+1019 Commonly known as: 2448 www. Addison, chicago, IL 60018 PINS: 13-24-208-038-1001+1015