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PTC 235 51 2 of 2
Return to:



AILCO Equipment Finance Group, Inc.
W222N833 ~~Cheaney Rd.~~
Waukegan, WI 53186

Doc#: 1618055093 Fee: \$44.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/28/2016 02:13 PM Pg: 1 of 4

Prepared By:

Law Offices of Jeffrey A. Avny
415 W. Golf Road Suite 59
Arlington Heights, IL. 60005

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ASSIGNMENT OF RENTS & LEASES

KNOW ALL MEN BY THESE PRESENT that on 5/4, 2016 that Anthony R. Pontillo, hereinafter called the "Assignor", in consideration of \$10 dollars and other goods paid by AILCO Equipment Finance Group, Inc., hereinafter called the "Assignee", hereby conveys, transfers and assigns unto the Assignee, its successors and assigns, all the rights, interest and privileges, which the Assignor, as Lessor has and may have in the leases now existing or hereafter made affecting the real property in Cook County, more particularly described in Exhibit "A" attached hereto, as said leases may have been, or may from time to time be hereafter modified, extended and renewed, with all rents, income and profits due therefrom. The property is also known as:

LOT 9 IN OAK TERRACE SUBDIVISION IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS., in the Village of Niles with a street address of 8453 W. Oak Avenue, Niles, Illinois 60714.

The Assignor will, on request of the Assignee, execute assignments of any future leases affecting any part of said premises. This assignment is made as additional security for the payment of a certain Note and Mortgage (and all extensions or modification thereof) by the Assignor to the Assignee, encumbering the said real property, and the acceptance of this assignment and the collection of rents or the payments under the leases hereby assigned shall not constitute a waiver of any rights to the Assignee under the terms of said Note and Mortgage. And it is expressly understood and agreed by the parties hereto before default to occurs of the terms under said Note and Mortgage, Assignor shall have the right to collect said rents, income and profits from the aforementioned leases and to retain, use and into the same provided, however, that even before default occurs no rent more than two months in advance shall be collected or accepted without the prior written consent of the Assignee. Anything to the contrary notwithstanding, Assignor hereby assigns to Assignee any award made hereafter to it in any court procedure involving any of the leases in any bankruptcy, insolvency, or reorganization proceeding in any state or Federal court and any and all payments made by lessees in lieu of rent. Assignor hereby appoints Assignee as its irrevocable attorney in fact to appear in any action and/or to collect any such award or payment. The Assignor, in the event of default in the performance of any of the terms and conditions of said Note and Mortgage, hereby authorizes the Assignee, at its option, to enter and take possession of the Mortgage premises and to manage and operate the same, to collect

PRECISION TITLE

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all or any rents accruing therefrom and said leases, to let or re-let said premises or any part thereof, to cancel and to modify leases, evict tenants, bring or defend any suits in connection with the possession of said premises in its own name or Assignor's name, make repairs as Assignee deems appropriate, and perform such other acts in connection with the management and operation of said premises as the Assignee, in its discretion, may deem proper. The receipt by the Assignee of any rents, issues or profits pursuant to this instrument after the institution of foreclosure proceedings or under said Mortgage shall not cure such default nor affect such proceedings or any sale pursuant thereto. Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under any of said leases, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from, any and all liability arising from any of said leases or from this assignment, and this assignment shall not place responsibility for the control, care, management or repair of said premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management operation, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. The Assignor covenants and represents that said Assignor has full right and title to assign said leases and the rents, income and profits due or to becoming due thereunder, that the terms of said leases have not been changed from the terms in the copies of said leases submitted to the Assignee for approval, that no other assignment of interest therein has been made, that there are no existing defaults under the provisions thereof, and that said Assignor will not hereafter cancel, surrender or terminate any of said leases, exercise any option which might lead to such termination or change, alter or modify them or consent to the release of any party liable thereunder or to the assignment of the leases' interest in them without the prior written consent of the Assignee.

Assignor hereby authorizes the Assignee to give notice in writing of this assignment at any time to any tenant under any said leases. Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the term of said Note and Mortgage. Default by the Assignor under any of the terms of the leases assigned herein shall be deemed a default under the terms of said Note and Mortgage. Any expenditure made by the Assignee incurring such default on the Assignor's behalf, with interest thereon at the highest rate for which it is now lawful to contract, shall become part of the debt secured by these presents. The full performance of said Mortgage and the duly recorded release or satisfaction of said Mortgage shall render this assignment void. The net proceeds collected by the Assignee under the terms of this instrument shall be applied in reduction of the entire indebtedness from time to time outstanding and secured by said Mortgage. This assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the real estate described herein and any Assignee of the Mortgage referred to herein. Notwithstanding any provision herein to the contrary, this Assignment of Rents and Leases is intended to be an absolute assignment from Assignor to Assignee and not merely the passing of a security interest. The rents and leases are hereby assigned absolutely by Assignor to Assignee, contingent only upon the occurrence of default.

By signing this Assignment of Rents, I agree to all of the above.

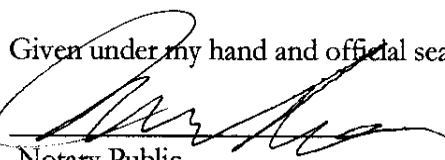


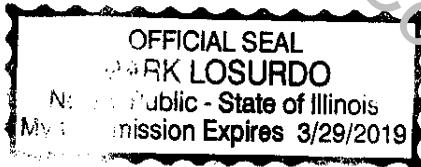
 Anthony R. Pontillo

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State of IL, County of KANE ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ANTHONY R. PONTILLO, personally known to me to be the same person(s) whose name(s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she (they) signed, sealed and delivered the said instrument as his/her (their) free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

(Impress Seal Here)
 (My Commission Expires 2019)

Given under my hand and official seal MAY 4, 2016

 Notary Public



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LEGAL DESCRIPTION

EXHIBIT "A"

File Number: PTC23951

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS,
AND IS DESCRIBED AS FOLLOWS:

PERMANENT INDEX NO.: 09-14-320-009

LOT 9 IN OAK TERRACE SUBDIVISION IN THE SOUTHEAST
QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14,
TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

8453 W. OAK AVENUE,
NILES IL 60714

Property of Cook County Clerk's Office