Doc#. 2029339038 Fee: \$98.00

Edward M. Moody

Cook County Recorder of Deeds Date: 10/19/2020 09:25 AM Pg: 1 of 4

This document was prepared by and return after recording to

Marc S. Lichtman Attorney at Law Lichtman Eisen Partners, Ltd. 134 North LaSalle Street Suite 750 Chicago, Illinois 60602

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS is made this 2nd day of September, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage (the "Security Instrument") of the same date given by KEWERGIS ORAHA; 7457 NORTH LOWELL AVENUE, SKOKIE, ILLINOIS 60076 ("Borrowers") to secure Borrower's Note to RIDGEWAY GROUP, LLC; 3730 WEST DEVON, LINCOLNWOOD, ILLINOIS 60712 ("Lender") of the same date and covering the Property described in the Security Instrument legally described on Exhibit A attached hereto and made a part.

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to A: the Property described in the Security Instrument, the following items are acided to the Property description, and shall also constitute the Property covered by the Security Instrument. building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm drors, screens. blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached foci coverings nor or hereafter attached to the Property, all of which, including replacements and additions the eto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument are referred to in this Assignment of Rents.
- USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has previously agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

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- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against Property without Lender's prior written permission.
- **D. RENT LOSS INSURANCE**. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Covenant 5.
- E. BORROWER'S OCCUPANCY. Borrower has not leased the Property and agrees that the Borrower is not going to occupy the Real Estate as his personal residence. Borrower shall obtain Lender's prior writter approval to lease the Property
- F. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Prope ty and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, as Lender's so'e discretion deems just and appropriate.
- G. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to receive and collect all such rents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 19 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This Assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unraid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable 'all provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of the ground control of and managing the Property and collecting the Rents, including but not limited to attorneys fees, receiver's fees, premium on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument, (v) I ander, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of an intenange the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

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Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This Assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

H. CROSS-DEFAULT PROVISION. Borrower's default or breach under any Balloon Note or any other agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

WITNESS THE HANDS AND SEALS OF THE UNDERSIGNED

KEWERGIS ORAHA

7457 NORTH LOWELL AVEI (U)

SKOKIE, ILLINOIS 60076

September 2, 2020

State of Illinois)

County of Cook)

OFFICIAL SEAL NAHRYN MENDO NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES:10/24/21

I, the undersigned, a Notary Public in and for card County, in the State aforesaid, DO HEREBY CERTIFY that, KEWERGIS ORAHA., personally known to rue to be the same person whose name is subscribed to the foregoing ASSIGNMENT OF RENTS appeared before me this day in person and acknowledged he signed, sealed and delivered the foregoing ASSIGNMENT OF RENTS as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 2nd day of September, 202

NOTÀRY PUBLIC

My Commission expires:

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LEGAL DESCRIPTION

Order No.: 19ST02546NB

For APN/Parcel ID(s): 05-29-102-068-0000 and 05-29-102-055-0000

Those parts of Lot 4 in Nergard's Subdivision of parts of the West 1/2 of Section 29, Township 42 North, Range 13 East of the Third Principal Meridian, according to the Plat thereof recorded July 10, 1917 as document 0 50238 and of Lot 11 in Bernard Kloepfer's Resubdivision of part of said West 1/2 of Section 29, according to the Plat thereof recorded January 4, 1888, as document 910549, described as follows:

Beginning at a point 204.35 Feet West of the West line extended North of Lot 5 in said Nergard's Subdivision, said point using 87.91 Feet South of the South line of Lot 3 in said Nergard's Subdivision: thence South 00 Degrees 10 Minutes East parallel to the West line and West line extended of said Lot 5, 308.04 Feet to the center line of a private road; thence Westerly along the center line of said road being a curved line convex Southerly and having a radius of 997.46 Feet, 30.42 Feet as measured South 89 Degrees 22 1/2 Minutes West along the chord of said curve to a point of tangency; thence North 89 Degrees 45 Minutes West along a line 82.0 Feet North of and parallel with the South line of Lot 4 in said Nergard's Subdivision 116.5 Feet to the center line of Woodley Road, a private road; thence North 18 Degrees 57 Minutes West along the center line of said road 3.24 Feet to a point of curve thence Northwesterly along a curved line having a radius of 249.19 Feet convex Northeasterly 143.56 Feet as measured North 35 Degrees 41 1/2 Mir ute: West along the chord of said curve to a point of tangency; thence North 52 Degrees 25 Minutes West 60.3 Feet to a point of curve; thence Northwesterly along a curved line having a radius of 110.3 Feet convex Southwesterly 29.08 Feet as measured North 44 Degrees 51 1/2 Minutes West along the chord of said curve to a point in the center line of Woodley Road, 502.72 Feet East of the West line of the Northwest 1/4 of said Section 29 and a of .
Clarks Office thence North 66 Degrees 21 Minutes East 326.23 Feet to the place of beginning, in Cook County, Illinois.