## UNOFFICIAL4000PY

### ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Mihail S. Mihalios, a bachelor, the owners of the premises described on Exhibit "A" attached hereto 73-11-006 N/A (hereinafter called "Assignor"), do hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, sell, assign, transfer, and set over , an Illinois Plaza Bank Banking Corporation (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note secured by the Mortgage made by Assignor to Assignee, dated \_\_July 1, 1991 \_\_\_\_, and recorded in the Office of the \_\_\_\_, and recorded in the Office of the \_\_\_\_County, Illinois, all the rents, issues Recorder of Cook and profits now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the use or occupancy of any part of said premises, herecofore made or entered into by the undersigned or which shall hereefter 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 premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby appoint irrevocably said Assignee, true and lawful agent in its 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 verbal, 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 may determine, or account of the following:

- 1. Expenses and attorney's 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. 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.

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4. Interest, 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 the 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 time, exist under the terms of said Mortgage and the Note secured thereby.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said 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.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the  $\frac{1}{1}$  day of  $\frac{1}{1}$  July  $\frac{1}{1}$  19 91.

Mihail S. Mihalios

(ADD APPROPRIATE ACKNOWLEDGMENT)

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My Commission Expires: 3:26-95 -

PREPARED BY/MAIL TO Notary Public

Plaza Bank Norridge Illinois 7460 W. Irivng Park Road Norridge Illinois 60634 OFFICIAL SEAL
THERESA M. HARBECK
THERESA M. HARBECK
THERESA M. HARBECK
My Commission State of Minots
My Commission Expires 3-26-95

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10 IN BLOCK 3 IN GARFIELD,

JF SECTION 34, TOWNSHIP 40 NORTH,

MERIDIAN (EXCEPT THE WEST 307 FEET

JEST 333 FEET OF THE SOUTH 1295 FEET TH.

-34-402-058,0000

-34-402-009,0000

4235 W ARMITAGE, Chicago, FL LOTS 9 AND 10 IN BLOCK 3 IN GARFIELD, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 307 FEET OF THE NORTH 631.75 FEET AND THE WEST 333 FEET OF THE SOUTH 1295 FEET THEREOF) IN COOK COUNTY, ILLINOIS.

PIN: 13-34-402-078-0000