## **UNOFFICIAL COPY**

## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, VASILE BORICA AND STEVEN BURICA married to Simona Bonica owners of the premises described on Exhibit "A" attached hereto (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 PLAŽA BANK unto 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, nine in, 1992 , and recorded in the Office of the Recorder / COOK \_ County, Illinois, all the rents, issues 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, hereinfore 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 engopart 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 primises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the pryment 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 OFINE White Ter

to the undersigned, its successors and assigns. That the local content of the con shall be applied in such order as it may determine, or account of the following:

- Expenses and attorney's fees incurred by avid Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be no incurred in connection therewith.
- 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 rotain.
  - 3. Taxes and assessments levied against said premises.

4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage shove-described and the Note secured thereby, without prejudice to the right of the Mortgages 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 hereaiter, 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 assignee, are hereby given the same rights and powers as the Assignee assed herein.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the  $\frac{10}{10}$  day of  $\frac{1000}{1000}$ ,  $19_{92}$ .

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SEL A. KREBS

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Oluntary and, Lot and official scale this 10th day of June, 1992 Quantisation expires 100/26 Rotary, Rublia

PREPARED BY/MAIL TO:

PLAZA BANK 7460 WEST IRVING PARK ROAD NORRIDGE, ILLINOIS 60634



## **UNOFFICIAL COPY**

EXHIBIT "A"

THE EAST 1/2 OF LOT 10 AND WEST 2.0 FEET OF THE LOT 11 IN BLOCK 17 IN BIRCHWOOD BEACH IN SECTION 29, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AUGUST 27, 1890 AS DOCUMENT NO. 1326212 IN BOOK 42 OF PLATS, PAGE 19, IN COOK COUNTY, ILLINOIS.

P1N # 11-29-320-010 P1N # 11-29-320-011

Property of Cook County Clerk's Office COMMONLY KNOWN AS 1347 CHASE CHICAGO, ILLINOIS 60626

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