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#### ASSIGNMENT OF RENTS

Know all men by these presents, that HOUSE OF ANTHONY, INC., an Illinois Corporation, ANTONIO GAGLIARDI, JOSEPH L. GUAGLIARDI, and MARIA D. GAGLIARDI, in consideration of the premises and of One Dollar (\$1.00) in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, and set over unto HENRY SILVERMAN, his heirs, executors, administrators, personal representatives and assigns, all the rents, issues and profits now due and which may hereafter become due, under or by virtue of eny lease, whether written or verbal, or any letting of, or any greement for the uses or occupancy of, any part of the premises hereinafter described, which may have been heretofore, or may be hereafter, made or agreed to, or which may be made or agreed to by the grantee hereinunder of the power herein granted, it being the intention to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the grantee herein and especially those certain leases and agreements now existing upon the property described as follows:

"Lot 4 in Dominion Resubdivision of Lots 1 and 2 in Dominion Subdivision in the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 9, Township 42 North, Range 11 East of the Third Principal Meridian in Cook County, Illinois", commonly known as and located at 970-982 Buffalo Grove Road, Buffalo Grove, Illinois.

and do authorize irrevocably the above mentioned HENRY SILVERMAN, his heirs, executors, administrators, personal representatives and assigns, in his or their own name to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become due under each and every lease or agreement, written or verbal, existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his or their discretion may be deemed proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof, including, but not limited to, the right to take whatever steps he or they may, in their sole discretion, deem advisable, in his or their own names or in the names of any or all of the undersigned, to evict any tenant who may be in default in the payment of rent or other provisions of its or their lease and to relet such premises under such terms and conditions as he or they may, in their sole discretion, deem advisable, and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties, at his or their discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the grantors herein, their heirs, executors, administrators, successors and assigns, and further, with power

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# UNOFFICIAL COPY,

to use and apply said avails, rents, issues and profits to the payment of any indebtedness or liability of the undersigned to the said HENRY SILVERMAN or his heirs, executors, administrators, personal representatives or assigns, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may in his or their judgment be deemed proper and advisable.

This instrument is given to secure payment of the principal sum and interest of or upon a certain loan for \$650,000 dollars evidenced by a certain installment note dated December 21, 1992, which note is secured by a Mortgage or Trust Deed dated the 21st day of December, 1992, conveying and mortgaging the real estate and premises hereinabove described to Chicago Title and Trust Company, as Trustee and this instrument shall remain in full force and effect until said loan and the interest thereon and all other costs and charges which may have accrued under said Mortgage or Trust Deed have fully been paid.

The Mortgagors under said mortgage or Trust Deed shall pay each item of indebtedness therein mentioned, both principal and interest, when due according to the terms thereof. At the option of the holders of the note, and without notice to Mortgagors, all unpaid indebtedness secured by said Trust Deed shall, notwithstanding anything in the note or in said Trust Deed to the contrary, become due and payable (a) immediately in the case of default in making payment of any instalment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors therein contained.

HOUSE OF ANTHONY, INC.

Its President

AMPONITO CACITARDI

ANTONIO GAGLIARDI

TARREL T COLLAR TARRE

MARIA D. GAGLIARDI

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STATE OF ILLINOIS )
) SS.
COUNTY OF COOK )

#### AFFIDAVIT

I, A.DONALD FISHREIN, a notary public, in and for said County and State aforesaid do hereby certify that ANTONIO GAGLIARDI as president of the HOUSE OF ANTHONY, INC., an Illinois Corporation, and ANTONIO GAGLIARDI, JOSEPH L. GUAGLIARDI AND MARIA D. GAGLIARDI, individually, who are personally known to me to be the same persons whose names are subscribed to the above and foregoing instrument of ASSIGNMENT OF RENTS, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 21st day of December, 1992 A.D.

OFFICIAL SEAL AND DEFICIAL SEAL NOTAL DEFINED TO ILLIHOUS NOTAL CONVISION FOR TOTAL TOTAL

Notary Public

My commission expires: OCT. 18,1975

Prepared by + mail tos Manuel S. Hoffman 20 N. Clark Street Chicacjo, K. GOGUZ P. I.N. 03 69-101-041

ANDRESS: 970-982 GUTTALO GLENS. BUFFALO GROVE, 10

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