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95070403

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that Naum Oziran and Musya Oziran, as Joint Tenants

executed a Mortgage of even date herewith, mortgaging to FIRST OF AMERICA BANK-ILLINOIS, N.A., an Illinois Banking Corporation as Mortgagee, the following described real estate:

(See attached EXHIBIT A)

DEPT-01 RECORDING \$25.00
T#0012 TRAN 2148 01/31/95 15:15:00
#2983 SK *-95-070403
COOK COUNTY RECORDER

Permanent Real Estate Index Number(s): 04-32-402-027-1059
Address(es) of premises: 3925 Triumvera 10D, Glenview, Illinois

and, whereas, the FIRST OF AMERICA BANK-ILLINOIS, N.A. is the holder of said Mortgage and the Note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assigns, transfers, and sets over unto said FIRST OF AMERICA BANK-ILLINOIS, N.A. of Libertyville, Illinois, hereinafter referred to as the "Bank", and/or its successors and assigns, all of the rents now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use of occupancy of any part of the premises hereindescribed, which may have been heretofore or may hereafter be made or agreed to, or which may be made or agreed to by the Bank under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements now existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and does hereby authorize the Bank to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the said Bank may do.

It is understood and agreed that the said Bank shall have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Bank, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

CENTENNIAL TITLE INCORPORATED

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It is understood and agreed that the Bank will not exercise its rights under this Assignment until after default in any payment secured by the Mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise by this Assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Bank may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This Assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Bank of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned has hereunto set _____ hand _____ and seal _____ this 11th day of January, 19 95.

Naum Oziran
Naum Oziran

Musya Oziran
Musya Oziran

STATE OF ILLINOIS)
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Naum Oziran & Musya Oziran, personally known to me to be the same person or persons whose name or names is or are subscribed to the forgoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation of laws.

GIVEN under my hand and Notarial Seal this 11th day of January, 19 95.

Carla Sciarro
NOTARY PUBLIC

My Commission Expires: 8-1-98



This Document Prepared By:
First of America Bank-Northeast
Illinois N.A.
325 N. Milwaukee Avenue
Libertyville, Illinois 60048

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343

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EXHIBIT A

TO

REAL ESTATE MORTGAGE

Description of Real Estate

Tax Identification Number: 04-32-402-027-1059

PARCEL 1:

UNIT NO. A-10D IN TRIUMVERA TOWERS CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL):

A PART OR PARTS OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO DECLARATION OF CONDOMINIUM MADE BY LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 1, 1972 AND KNOWN AS TRUST NUMBER 44885 BIRNLOEW DEVELOPMENT CORPORATION, A CORPORATION OF ILLINOIS, FILED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT LR 2768757 AS AMENDED FROM TIME TO TIME; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FILED AS DOCUMENT LR 2754031 AND SUPPLEMENTAL DECLARATION FILED AS DOCUMENT LR 2768756 AND AS FURTHER AMENDED FROM TIME TO TIME, AND AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST NUMBER 44885 TO LOIS R. LASH DATED OCTOBER 1, 1975 AND FILED AS DOCUMENT LR2854753 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 3925 TRIUMVERA #10D, GLENVIEW, ILLINOIS.

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343

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ILLINOIS
STATE BOARD OF
ELECTIONS

STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary Public in and for the State of Illinois

Property of Cook County Clerk's Office

RECORDED

2008
10/20

COOK COUNTY CLERK'S OFFICE