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DEPT-OF RECORDING

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\$5551 \$ CCG | M - P P - ST44 P 1 P COOK COUNTY RECORDER

DEPT-10 PENALTY

\$30,00

ASSIGNMENT OF LEASES AS COLLATERAL

THIS ASSIGNMENT, made this July 25, 1997, by ANGIE SHKUNDRICH, a single person (hereinafter referred to as "Assignor") to APEX MORTGACE CORP., a Pennsylvania corporation (hereinafter referred to as "Assignee").

MINESSETH

FOR VALLE RECEIVED, the Assignor hereby grants, transfers and assigns to Assigner all leases and rentals, whother prosently existing or horeafter arising, covering all or a portion of the premises of Assignor The more fully described in Exhibit "A" absached hereto, Including any extensions or renowals thereof, hereby warranting that the Assignor is or will be the owner of the entire Lesson's interest therein of the lesses; > this Assignment shall take of fact immediately, however, Assignee hereby appoints Assignor its agent to collect until such time as Assignor shall be in default in the terms of the underlying indebtedness set forth below;

Typother with all the right, power and authority of the Assignor to alter, mailfy, or change the terms of said lease(s); and

Togother with all rent; income and profite arising from eaid lease(s) and any extensions and renewals thereof, and tegether with all ronts, income and profits due to become due from the demined premises, which pruntage are more partiallarly described in Exhibits "A," and from any and all leases for the uso and occupation of said primises or any part thereof which may be made in the future during the terms of this Assignment, whother or not resorded; together with and including the Leason's entire interest in any lease, rental or occupancy accoment new existing or which may be made hereafter affecting said premises.

- ٨. This Assignment is made for the purpose of securing:
- Payment of the indebtedness evidenced by a Promissory Note (the "Note") in the principal sum of ONE HUNDRED FOUR THOUSAND and 00/100 (\$104,000.00) Dollars, made by ANGIE SHKUNDRICH, a single person of even date herewith, payable to the order of Assignee and secured by a first mortgage from Assignor on real proporties located at and commonly known as:

3702 M. Kedzie Ave., Chicago, IL 60618

as more particularly described in Exhibit. "A" hereto; and

BUX 333-611

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- 2. Payment of other sums with interest thereon becoming due and payable to Assigned under the provisions hereof or under the provisions of said Note and Mortgage; and
- 3. The performance and discharge of each and every obligation, covenant and agreement of Assignor herein and in said Note and Mortgage of even date herewith and in any and all leases upon said premises.
 - B. The Assignor hereby represents, covenants and agrees:
- 1. To observe and perform all of the the obligations imposed upon Assignor es landlord in any lease(s) and not to do or permit to be done anything to impair the security thereof; that any lease will be valid and enforceable; that no rent reserved in any lease will be anticipated or assigned; that this Assignment is irrevocable; that Assignor has good right to assign any lease(s); that Assignor will fully perform all of Assignor's obligations and will require and enforce full performance of each and every obligation of every tenant under any present or future lease; that Assignor will projectly notify Assignee of any default by Assigner or by any tenant in any lease.
- 2. That the Assignor will not collect any of the rent, income and profits arising of accruing form the leased premises in advance of the time when the same becomes due and under the cerms of said lease(s); that Assignor will not execute any other assignment of Leases or Assignment of Rents of said premises; that Assignor will not alter, modify or change the terms of any leases(s), or assign, pledge, mortgage, breach, violate, surrender, cancel or terminate the same; and that Assignor will not consent to or permit any breach, violation, cancellation, surrender, termination, abandonment, subletting or assignment of Assignor a lease by any tenant, without the prior written consent of Assignor.
- 3. That all subsequent leades, rentals and occupancy agreements on any part of said premises shall be and are hereby made subject to all of the morns of this Assignment, and to assign and transfer to Assignee any and all future leases upon all or any part of the mortigaged premises and to execute and deliver, at the request of Assignee, all such future assurances and Assignments in the premises as Assignee shall from time to time require.

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C. It is understood by Assignor that:

- Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said mortgage or Note or leases, Assignee, without in any way waiving such default, may at its option take possession of the mortgaged premises, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem proper; and my continue to collect and receive all rents, issues and profits of the mortgaged premises, with full power to make from time to time all alterations, renovations, repairs or replacements thereto as may seem proper to Assigned, and to do all things required of or permitted to the landlord under said leases, and to apply such rents, issues and profits to the payment of (a) the cost of such alterations, renovations, repairs and replacements and expenses incident to taking and retaining possession of the montgaged property and the management and operation thereof, and keeping the same properly insured, and (b) all taxes, charges, claims, assessments, water rents and any other liens which may be prior in lien or payment to the mortgage debt, and premiums for said insurance, with interest on all such items, and (c) the indebtedness secured hereby together with all cost and attorney's fees, in such order of priority as to any of such items, as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.
- Assignes shall not be obligated to percom or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any lease(s) or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assigned for an to hold Assignee harmless of and from any and all liability, loss or darage which it may or might incur under any lease(s) or under or by reason of this Assignment and of and form any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any lease(s). Should Assignee incur any such liability, loss or damage under any lease(s) or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby, and Assignor shall reimburse Assignee therefor, immediately upon demand, and upon the failure of Assignor so to do Assignee may declare all sums secured hereby immediately due and payable.

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- Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void of no effect, but the affidavit, certificate, letter or statement of any officer or attorney for Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may and is hereby authorized to roly thereon. A demand on any tenant by Assignoe for the payment of cent hereunder shall be sufficient warrant to said tenant to make all future payments of rent to Assignee without the necessity for consent by said Assignor, and the Assignor hereby directs and requires all said tenants to comply with any such statement and request by Assignee, that tenants shall pay such rents to Assignee without any obligation or right to inquire as to whether a default actually exists and notwithstanding any notice from or claim of Assignor to the contrary, and that Assignor shall have no right or claim against tenants for any such rents to be paid by tenants to lasignee.
- 4. Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security thereof held by it to the satisfaction of such indebtedness without prejudice to any of its rights hereunder.

. SAB SOUTH DEARBORN STREET, SUITE 1816

& ASSOCIATES, P.C.

- 5. In the event of foreclosure of said wertgage by sale or otherwise, Assignee is hereby authorized to sell the lessors' interest in any lease(s) with the mortgage premises or to assign the same without consideration to the purchaser of said sale or to any other claimant to the title to said demised premises by virtue of a foreclosure of said mortgage; and there shall be no limbility to account to Assignor for any rents or profits accruing after the foreclosure of said mortgage.
- Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under said Note and Mortgage, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said indebtedness, and to enforce any other of the rights and remedies possessed by Assignee under the terms thereof shall not be prejudiced. The right of Assignee to collect said indebtedness, and to enforce any other security therefor owned by it may be exercised by Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

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- 7. This Assignment shall be binding upon and inure to the benefit of the Assigner and Assignee hereto and their respective heirs, executors, administrators and assigns.
- 8. This Assignment shall ∞ construed and onforced according to the laws of the State of Illinois.

IN WITTENS WHEREOF, the Assignor has caused those presents to be executed the day and date first above written.

| Americ Solveren Cherch | |
|------------------------|-----------|
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| DATED: July 25, 1997 | |
| | 74'S O.S. |
| | Co |

STATE OF ILLINOIS SS. COUNTY OF COOK

STEVEN J. FINK & ASSOCIATES, P.C. - 343 SOUTH DEARBORN STREET, SUITE 1816 - CHICAGO, IL. 60604 - (3127'986-5000')

On this July 25, 1997, before me, the undersigned officer(s), personally appeared ANGIE SHKUNDRICH, a single person, known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein WITNESS COOK COUNTY CLOTHES OFFICE contained.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

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LEGAL DESCRIPTION

LOT 23 IN JAMES PEASE FOURTH IRVING PARK BOULEVARD ADDITION, A SUBDIVISION OF THE EAST PART OF THE NORTHEAST ONE-QUARTER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHEAST ONE-QUARTER OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Prepared by: Steven J. Fink & Associates, 343 S. Dearborn St., Chicago, IL 60604

Exe.

County
Conty
Conty Mail to: APEX MORTGAGE CORF 2-11 Executive Mews, 2300 Computer Drive, Willow Grove, PA 19090

13-75-215-33

Property or Cook County Clerk's Office