



CERTIFIED as a true and correct copy of this document by _____ AMERICAN SSB CO.

ASSIGNMENT OF RENTS

Loan No. 03-00-630926
0011092876

2
CE

MATC 344473

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
FRANCISCO MAGANA AND CLORIA MAGANA

on consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto

FIRST BANK OF THE AMERICAS SSB

its successors and/or its assigns, a corporation organized and existing under the laws of the THE STATE OF ILLINOIS (hereinafter referred to as the Association) all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

PARCEL #1: LOT 47 AND THE NORTH 8 FEET OF LOT 46 IN BLOCK 6 IN HOSMER AND MACKEY'S SUBDIVISION OF BLOCKS 1 TO 6, INCLUSIVE, AND 12 TO 16 INCLUSIVE, IN L.C.P. FREER'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS FOR 1542 N. AVERS, CHICAGO, IL 60651

PARCEL #2: LOT 1 AND THE NORTH 1/2 OF LOT 2 IN CORBY'S RESUBDIVISION OF THE WEST 1/2 OF BLOCK 3 IN HAGAN AND BROWN'S ADDITION TO CHICAGO SAID ADDITION BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 35, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. FOR 1658 N. HARDING, CHICAGO, IL

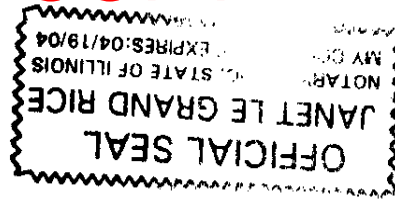
Commonly Known as: 1542 NORTH AVERS
CHICAGO, ILLINOIS 60651

16-02-102-028-0000

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted.

BOX 158

2



Notary Public

Janet Le Grand Rice
A.D. 2001
day of November 12th

GIVEN under my hand and Notarial Seal, this 12th day of November 2001, personally known to me to be the same person S whose name S subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

FRANCISCO MAGANA AND GLORIA MAGANA, HUSBAND AND WIFE

aforesaid, do hereby certify that I, *Janet Le Grand Rice*, a Notary Public in and for said County, in the State

STATE OF ILLINOIS
COUNTY OF *Cook*

(Seal)

(Seal)

Gloria Magana
GLORIA MAGANA
(Seal)

Francisco Magana
FRANCISCO MAGANA
(Seal)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 12TH day of NOVEMBER, 2001 A.D.

The undersigned do hereby irrevocably appoint the said Association their agent for the management of said property, and do hereby authorize the Association 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 Association may do.

It being understood and agreed that the said Association shall have the power to use and apply said avals, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of the assignment, the undersigned will pay rent for the premises occupied by them at a rate per month fixed by the Association, and a failure on their part 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 Association 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.