

UNOFFICIAL COPY

0321226327  
Eugene "Gene" Moore Fee: \$26.00  
Cook County Recorder of Deeds  
Date: 07/31/2003 01:37 PM Pg: 1 of 2

**ASSIGNMENT OF RENTS**

(Individual Form)

Loan No. 23-660913-5

KNOW ALL MEN BY THESE PRESENTS, that

of the City of Elgin, County of Cook, and State of Illinois  
In order to secure and indebtedness of

One Hundred Twenty-Five Thousand Seven Hundred and ~~0/100~~ (\$ 125,700.00  
executed mortgage of even date herewith mortgaging to

EPIS Bank

hereinafter referred to as the Mortgagee, following described real estate:

UNIT 5-2 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE COUNTRY HOMES NORTH AT COBBLER'S CROSSING CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 93984078, AS AMENDED FROM TIME TO TIME, BEING A PART OF COBBLER'S CROSSING UNIT 13A, RECORDED AS DOCUMENT NUMBER 93656196, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER#06-06-208-008-1046

COMMONLY KNOWN AS: 1276 CHRISTOPHER COURT, ELGIN, ILLINOIS 60120

AMERICAN TITLE order # 453833

(MB 3 OF 3)

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as part of said transaction, the undersigned hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all 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 or occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreement not existing upon the property hereinabove described.

The undersigned do(es) hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do(es) hereby authorize the Mortgagee 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 name(s) 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 Mortgagee may do.

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It is understood and agreed that the Mortgagee 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 Mortgagee, 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.

It is further understood and agreed, that in the event of the exercise of 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 constitute a forcible entry and detainer and the Mortgagee 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 insure 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 Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee 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.

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

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 15th day of July, A.D., 20 03.

Benjamin E. Newhouse (SEAL) Betty L. Newhouse (SEAL)  
Benjamin E. Newhouse Betty L. Newhouse  
(SEAL) (SEAL)

STATE OF Illinois

COUNTY OF Cook

I, the undersigned, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Benjamin E. Newhouse and Betty L. Newhouse personally known to me to be the same person(s) who 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.

GIVEN under my hand and Notarial Seal, this 15th day of July, A.D., 20 03.

M. Biedrzycka  
Notary Public

This instrument prepared by and return to:

EFS Bank  
Jennifer Cleinmark  
850 Summit Street  
Elgin, Illinois 60120

