

ASSIGNMENT OF RENTS

UNOFFICIAL COPY

Know all men by these presents that IONEL CAPALNAS AND CRISTINA CAPALNAS, HIS WIFE

of the CITY of SKOKIE, County of COOK and State of ILLINOIS

in order to secure an indebtedness of \$94,500.00

executed their mortgage of even date herewith, mortgaging to NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, the following described real est



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1998-11-10 09:06:07
Cook County Recorder 47.50

and whereas, NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, is the holder of said mortgage and the note secured thereby:

Now, THEREFORE, in order to further secure said indebtedness, and as part of the consideration of said transaction, the said IONEL CAPALNAS AND CRISTINA CAPALNAS, HIS WIFE

hereby sell, assign, transfer, let, demise and set over unto the said NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, the possession of and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, of any agreement for the use or occupancy of any part of the premises hereinbefore described, which may heretofore or may be hereafter made or agreed to, or which may be made by the assignee herein under 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 assignee herein.

And the said IONEL CAPALNAS AND CRISTINA CAPALNAS, HIS WIFE

hereby irrevocably appoint the said NORTH SIDE FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, their agent for the management of said property, and they may let and re-let said premises or any part thereof according to their own discretion, and they may bring or defend any suits in connection with said premises in their own name or in our names, as they consider expedient, and may make such repairs to the premises as they consider expedient, and they may do anything in and about said premises that we might do, hereby ratifying and confirming anything and everything that our said attorney may do.

Said assignee and attorney-in-fact shall apply the proceeds of said building first in payment of the taxes and operating expenses and then on account of the principal and interest of indebtedness as they consider expedient.

In the event of the exercise of this agreement the said IONEL CAPALNAS AND CRISTINA CAPALNAS, HIS WIFE

agree to pay rent for the commercial space occupied by them at the rate of

ONE THOUSAND AND NO/100ths DOLLARS PLUS 1/12 OF THE YEARLY REAL ESTATE TAXES per month for each room, 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 said assignee may in their own name, and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said apartment or space

This assignment and power of attorney shall only be operative in the event of a default in the payment of the principal or interest secured by said mortgage, or in the event of a breach of any of the covenants in said mortgage contained.

And this assignment and power of attorney shall continue in full force and effect until the indebtedness secured by said mortgage, including interest and advances, have been duly paid at which time this assignment and power of attorney shall terminate.

This agreement shall be binding upon and inure to the benefit of the heirs, executors and assigns of the parties hereto, and shall be construed as a covenant running with the land.

Given under hand and seal this day of A.D. 19

Handwritten signature of Ionel Capalnas

(Seal)

(Seal)

State of Illinois
County of Cook

Walter G. Hartfelder

a Notary Public in

and for said County, in the State aforesaid, do hereby certify that IONEL CAPALNAS AND CRISTINA CAPALNAS

personally known to me to be the same persons whose name is 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 Official Seal, this 2nd day of NOVEMBER A.D. 1998

Handwritten signature of Walter G. Hartfelder

Notary Public.

08012863


Box 86

ASSIGNMENT
OF RENTS

IONEL CAPALMAS AND

CRISTINA CAPALMAS, HIS WIFE

To


**NORTH SIDE
 FEDERAL SAVINGS
 AND LOAN ASSOCIATION
 OF CHICAGO**
 5159 North Clark Street
 CHICAGO, ILLINOIS

Date OCTOBER 1 19 98

PREPARED BY MAIL TO

NORTH SIDE FEDERAL SAVINGS
5159 N. CLARK ST.
CHICAGO 77606410



Property of Cook County Clerk's Office

ALTA Commitment
Schedule A1

08012863

File No.: R66265

PROPERTY ADDRESS: 3207 WEST IRVING PARK ROAD
CHICAGO, IL 60618

LEGAL DESCRIPTION:

THAT PART OF LOTS 2 AND 3 (TAKEN AS A TRACT) DESCRIBED AS COMMENCING AT A POINT ON THE NORTH LINE OF TRACT 33.04 FEET EAST OF THE NORTH WEST CORNER THEREOF; THENCE SOUTH PARALLEL WITH THE WEST LINE OF TRACT 59.68 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF TRACT 2.85 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF TRACT 16.40 FEET; THENCE WEST PARALLEL WITH NORTH LINE OF TRACT 30.19 FEET TO A POINT ON THE WEST LINE OF TRACT; THENCE SOUTH TO SOUTH WEST CORNER OF TRACT; THENCE EAST TO SOUTH EAST CORNER OF TRACT; THENCE NORTH TO NORTH EAST CORNER OF TRACT; AND THENCE WEST TO THE PLACE OF BEGINNING, ALL IN BLOCK 1 IN JAMES PEASE'S FIRST IRVING PARK BOULEVARD ADDITION, A SUBDIVISION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 4, 1910 IN BOOK 108 OF PLATS PAGE 23, AS DOCUMENT NUMBER 4554436, ALL IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO.: 13-23-207-037

Cook County Clerk's Office