

UNOFFICIAL COPY



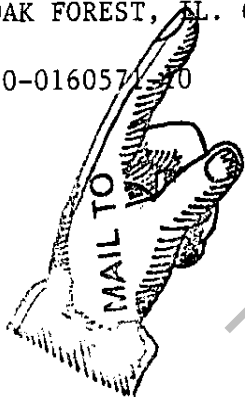
08029639

prepared by

RECORD & RETURN TO:
HEMLOCK FEDERAL BANK FOR SAVINGS
5700 W. 159th St.
OAK FOREST, IL. 60452

08029639

10-016057-70



**COOK COUNTY
RECORDER
IMPRINT
CORRECTION
08 YR. IS 1998**

DEPT-01 RECORDING 98 PH \$29.50
T#0009 TRAN 4323 11/16/08 14:38:00
#7433 #RC #-08-029639
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

[Space Above This Line For Recording Data]

5

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

ANDRZEJ BARTOSZEK AND MARIA BARTOSZEK, HIS WIFE AS JOINT TENANTS

of CHICAGO County of COOK, and State of Illinois,
in 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

HEMLOCK FEDERAL BANK FOR SAVINGS

a Corporation organized under the laws of the United States of America (hereinafter referred to as the Association) all rents,
issues and profits now due or which may hereafter come due and all of the undersigned's right, title and interest, as lessor,
in all leases, tenancies or agreements for use and occupancy, and all guarantees, extensions and renewals thereof, whether
written or verbal, affecting or in way derived from all or part of the following described premises:

LOT 6 IN KLINE 'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF
SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,
IN COOK COUNTY, ILLINOIS

BALLOON RIDER ATTACHED TO RECORD

**PROFESSIONAL NATIONAL
TITLE NETWORK, INC.**

Property Address: 8143 W. THOMAS, JUSTICE, IL. 60458

P.I.N. 18-35-226-017-0000

HFBAOR

8029639

UNOFFICIAL COPY

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all 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.

The undersigned represents that (a) the undersigned is the lessor under the terms of any existing leases and agreements for occupancy; (b) such are not in default; (c) such have not been heretofore assigned or transferred by any instrument now in force; and (d) the undersigned has the sole right to grant and confer upon Association the rights, interests and powers contained herein.

The undersigned hereby covenants and agrees that the undersigned shall not, without Association's prior written consent: (a) accept any installment of rent more than thirty (30) days in advance; or (b) modify or amend any lease or cancel or terminate any lease except for the non-payment of rent. The undersigned further covenants and agrees that the undersigned shall, at the undersigned's sole cost and expense: (a) promptly perform all of the covenants and agreements to be performed by the lessor under any leases, or other agreements affecting said premises; and (b) enforce or secure performance of the covenants and agreements to be performed by any lessee under any leases or other agreements affecting said premises.

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 said Association may do.

It being understood and agreed that the said Association 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 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, insurance and special 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 this assignment, the undersigned will pay rent for the premises occupied by them at the prevailing rate 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 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

Association shall not be obligated to perform or discharge any obligation, duty or liability under the said leases, nor shall this Assignment operate to place upon Association responsibility for the control, operation, management or repair of the premises or the carrying out of any of the terms and conditions of said leases; nor shall this Assignment operate to make Association liable for any waste committed on the premises by the lessee under any lease or any other party, or for any negligence in the management, upkeep, repair or control of the premises, resulting in loss, injury or death to any tenant, licensee, employee, invitee or stranger.

The undersigned shall, and does hereby agree to, indemnify and hold Association harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should Association incur any such liability, loss or damage under the said leases 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 attorneys' fees, shall be secured hereby and the undersigned shall reimburse Association therefor immediately upon demand.

UNOFFICIAL COPY

All tenants or occupants of any part of the premises are hereby authorized to recognize the claims and demands of Association without investigation as to the reason for any action taken by Association or the validity or the amount of indebtedness owing to Association or the existence of any default hereunder or under the note or mortgage or the application to be made by Association of any amounts to be paid to Association. Association's sole signature shall be sufficient for the exercise of any right under this Assignment and Association's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the premises. Checks for all or any part of the rental collected under this Assignment of Rents shall be made to the exclusive order of the Association.

It is further understood and agreed that the Association may, at its discretion, retain, appoint or employ attorneys, agents or servants or may make application for the appointment of a receiver, whether such receivership be incident to foreclosure or otherwise, for the purpose of exercising any of the powers and authority herein granted and pay the reasonable fees thereof.

Any such party shall be liable to account only for the rents actually received.

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. Notwithstanding the foregoing, this Assignment of Rents shall be deemed a present assignment.

All rights and remedies of Association hereunder shall be in addition to all other rights and remedies granted to Association under any instrument evidencing or further securing the indebtedness secured hereby. Such rights and remedies may be exercised concurrently or in such order and at such times as Association in its sole discretion may elect. The failure to exercise any right or remedy shall not be construed as a waiver or release of said right or remedy or of the right to exercise them at a later date.

This instrument shall not be amended or modified without written agreement of Association and the undersigned. If more than one person or entity has executed this instrument the covenants and undertakings contained herein shall be deemed the joint and several covenants and undertakings of each such person or entity.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 6th day of OCTOBER, 1998 A.D.

Andrzej Bartoszek (Seal)
- Borrower
ANDRZEJ BARTOSZEK

Maria Bartoszek M.B. (Seal)
- Borrower
MARIA BARTOSZEK

(Seal)
- Borrower

(Seal)
- Borrower

8020639

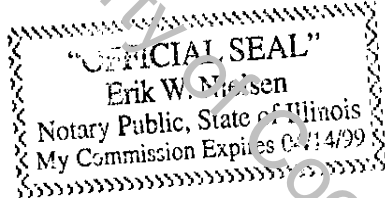
UNOFFICIAL COPY

STATE OF ILLINOIS }
COUNTY OF Cook }SS

I, the undersigned Notary Public in and for said County, in the State
aforesaid, DO HEREBY CERTIFY that ANDRZEJ BARTOSZEK AND MARIA BARTOSZEK, HIS WIFE
AS JOINT TENANTS,

personally known to me to be the same person(s) whose name(s) ARE 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 6th day of OCTOBER, 1998 A.D.



[Signature]
Notary Public

My commission expires 4-14-99

Property of Cook County Clerk's Office

802020608

UNOFFICIAL COPY

BALLOON RIDER

This Balloon Rider is made this 6TH of OCTOBER, 1998, and is incorporated into and shall be deemed to amend and supplement the Note, Mortgage and Assignment of Rents (the "Security Instruments") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to HEMLOCK FEDERAL BANK FOR SAVINGS, a Corporation organized and existing under the laws of the United States (the "Lender") of the same date and covering the property described in the Security Instruments and located at:

8143 W THOMAS, Justice, IL 60458

I (the Borrower) understand the Lender may transfer the Note, the Security Instruments and this Rider. The Lender or anyone who takes the Note, Security Instruments and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

ADDITIONAL COVENANTS

In addition to the covenants and agreements in the Note and Security Instruments, Borrower further covenants and agrees as follows: (despite anything to the contrary contained in the Security Instruments or the Note):

Monthly Payments

Beginning on DECEMBER 1, 1998, I will make monthly payments on the first day of each month. I will make these payments on the first day of every month, until I have paid all of the principal and interest owed under the Note.

Balloon Payment

If, on NOVEMBER 1, 2013, I still owe amounts under the Note, I will pay those amounts in full on that date, which is called the "maturity" date. The Note Holder is under no obligation to refinance the loan at that time. I will, therefore, be required to make payment out of other assets that I may own, or I will have to find a lender, which may be the Note Holder, willing to lend me the money. I if the Note Holder agrees to refinance the loan at maturity, I may have to pay some or all of the closing costs normally associated with a new loan, even if I obtain refinancing from the Note Holder.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

Andrzej Bartoszek
ANDRZEJ BARTOSZEK

Maria Bartoszek
MARIA BARTOSZEK

8029639