



Doc#: 0811522110 Fee: \$38.50  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/24/2008 04:11 PM Pg: 1 of 2

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS (hereinafter referred to as this "Assignment" is made as of this **December 21, 2007**, from **Juvenal Garcia (Married to Josefina Garcia)**, (hereinafter collectively referred as "Mortgagor"), with a mailing address at 9807 W 57<sup>th</sup> St Countryside, IL 60525, and **Jesus Davila ("Mortgagee")**, with a mailing address at **3604 W 26th St.; Chicago, IL 60623**.

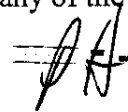
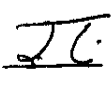
WHEREAS, Mortgagor is justly and truly indebted to Mortgagee pursuant to a note ("Note") dated **December 21, 2007**, in the originally stated principal in the amount of **(\$65,000.00 (Sixty five thousand and 00/100))** and the terms and conditions set forth in the Note, which Note is secured by a mortgage dated **December 21, 2007**, on the real property ("Mortgaged Premises") commonly known as **3000-02 W 26<sup>th</sup> St Chicago, IL 60623**.

WHEREAS to secure the payment of the indebtedness due from Mortgagor to Mortgagee under the Note, Mortgagor has executed a Mortgage ("Mortgage") of even date herewith to grant to Mortgagee a security interest in the Mortgaged Premises.

NOW THEREFORE, in consideration of the premises, and to secure the punctual and full payment of the debt evidenced by the Note, with interest, fees, expenses and other liabilities set forth in renewals, extension, modifications, refinancing and consolidations thereof, Mortgagor does hereby grant, mortgage, convey and assign to Mortgagee, its successors and assigns, an interest in, but not the liabilities under, of all rents due to Mortgagor from all tenants of the Mortgaged Premises.

TO HAVE AN TO HOLD the Mortgaged Premises unto Mortgagee, its successors and assigns forever, provided, however, that if when all principal and accrued interest on the Note and all other indebtedness and obligations hereby secured shall be paid in full, this Assignment shall be released upon the written request and expense of Mortgagor. Mortgagee shall have the right to collect the rent amounts due and apply the proceeds, over and above Mortgagee's costs, against the indebtedness. In furtherance of this right, Mortgagee may require the tenants of the Mortgaged Premises to make the payments of rents due directly to Mortgagee. If the payments are collected by Mortgagee, then Mortgagor irrevocably designates Mortgagee as Mortgagor's attorney-in-fact to endorse instruments received in payments thereof in the name of Mortgagor and to negotiate the same collect the proceeds. Mortgagee may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Furthermore, mortgagor irrevocably appoints Mortgagee as such Mortgagor's attorney-in-fact to exercise, after an Event of Default under any of the Note or Mortgage,

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any or all of Mortgagor's rights in, to, and under the tenancies and leases, to give appropriate receipts, releases, and satisfactions on behalf of such Mortgagor in connection with the Mortgagor's performance under the Note and Mortgage, and to do any or all other acts, in such Mortgagor's name or in Mortgagee's own name, that such mortgagor's name or in Mortgagee's own name, that such Mortgagor could do under the tenancies and leases with the same force and effect as if this Assignment had not been made.

Although it is the intention of the parties that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that so long as Mortgagor is not in default under the Note, it shall have the privilege of collecting and retaining the payments under the tenancies and leases assigned hereby, until such time as Mortgagee shall be paid in full under the Note.

**Legal Description1:** LOT 19 IN BLOCK 4 IN TREGO & SMITH'S SUBDIVISION OF THE WEST 697 FEET OF THE EAST 18 ACRES OF THE WEST 34 ACRES OF THE SOUTH 64 ACRES OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**Legal Description2:** LOT 20 IN BLOCK 4 IN TREGO AND SMITH'S SUBDIVISION OF THE WEST 697 FEET OF THE EAST 18 ACRES OF THE WEST 34 ACRES OF THE SOUTH 64 ACRES OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

*PIN# 16-25-124-043, 16-25-124-044*  
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage the day and year first above written.

*Juvenal Garcia*

STATE OF ILLINOIS     )  
  ) SS.  
COUNTY OF COOK     )

I, Hilda DeLa Torre, a Notary Public in and for said County and State, do hereby certify that **Juvenal Garcia**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN, under my hand and Notarial seal this 21st day of Dec, 2007

*Hilda DeLa Torre*  
Notary Public

