## **UNOFFICIAL COPY**

LOAN NO. 11-0508361-0

This instrument was prepared by: KATHERINE A. STENCEL

CENTRAL SAVINGS, F.S.B. 1601 W. BELMONT AVE. CHICAGO, IL 60657 Doc#. 2126410448 Fee: \$98.00

Karen A. Yarbrough Cook County Clerk

Date: 09/21/2021 04:19 PM Pg: 1 of 3

## Assignment of Rents

(Individual Form)

KNOW ALL ME	N BY THESE PRESEN	TS, that <u>****MC</u>	DHAMMED J. CHOWDHI	URY, A MARRIED MA	AN****	-
of the City of	CHICAGO	County of	Соок	_, and State of	ILLINOIS	
as to Parcel No.	ONE ONLY, AND _***	*inargis Akter, a	MARRIED WOMAN****	<u> </u>		<u>-</u>
of the City of	CHICAGO	_, County of	COOK	_, and State of	ILLINOIS	
AS TO PARCEL NO. TWO ONLY, in order to secure an in 1et tedness of						
****FIVE HUNDRED FIFTY THOUSAND AND NO/100**** DOLLARS (\$_****550,000,00**** )						
executed a mortgage of even date herewith, mortgaging to						
		_				

## CENTRAL SAVINGS, F.S.B.

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

PARCEL NO. 1: THE SOUTH 63.25 FEET OF THE EAST 189.0 FEET OF THE WEST 552.0 FEET OF LOT 2 IN THE CIRCUIT COURT PARTITION OF THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 6443 N. WINCHESTER AVE., CHICAGO, IL 60626-4844 P/R/E/I #11-31-401-078-0000

PARCEL NO. 2: UNIT NUMBER 5443-1 IN THE 5441-5443 NORTH CALIFORNIA CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING REAL ESTATE; LOTS 850 AND 851 IN WILLIAM H. BRITIGAN'S WOODS GOLF CLUB ADDITION NUMBER 3, A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 97.965518 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5443 N. CALIFORNIA AVE., UNIT 1N, CHICAGO, IL 60625-3223 P/R/E/I #13-12-210-061-1003

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 a part of the consideration of said transaction, the undersigned hereby assign(s), transfer(s) and set(s) 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 agreements now existing upon the property herein above described.

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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.

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 itself 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 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 indebte ness 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 of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, lealed and delivered this 17TH day of SEPTEMBER \_\_\_\_\_\_\_, A.D., 20 21 \_\_\_\_\_.

THE UNDERSIGNED AS TO PARCEL NO. ONE ONLY:

STATE OF | ILLINOIS | SS.

COUNTY OF | COOK | SS.

I, the undersigned a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY THAT | \*\*\*\*MOHAMMED J. CHOWDHURY, A MARRIED MAN\*\*\*\* | Personally known to me to be the same person(s) whose name(s) | is | subscribed to the foregoing instrument appeared before me me this day in person, and acknowledged that | he | signed, sealed and delivered the said instrument as | his | free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this | 17 + 11 | day of | SEPTEMBER | A.D., 20 21 |

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Notary Public

OFFICIAL SEAL BRIANA CISNEROS

NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES: 12/10/2024

## MAIL TO:

CENTRAL SAVINGS, F.S.B. 1601 W. BELMONT AVE. CHICAGO, IL 60657