

UNOFFICIAL COPY

Assignment of Rents

(Individual Form)

Loan No. 0210061499

20/2/11

85 215 683

KNOW ALL MEN BY THESE PRESENTS, that David G. Gerael, divorced and not since remarried, of the Village of Wheeling, County of Cook, and State of Illinois

in order to secure an indebtedness of Seventy Thousand and no/100- - - - - Dollars (\$ 70,000.00), executed a mortgage of even date herewith, mortgaging to Household Bank fsb, A Federal Savings Bank

12.00

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

Doc # 85215682

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Property: 1111 B Huntington Street, Wheeling, Ill

Permanent Index No. 03-26-100-003, 03-26-101-001, 03-26-102-001, 03-26-200-001

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, 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 agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do 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 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 of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 16th

day of September A. D., 19 85

(SEAL) David G. Gerael (SEAL)

STATE OF ILLINOIS } ss. COUNTY OF Cook } I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT David G. Gerael, divorced and not since remarried, 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 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 16th day of September, A.D. 1985

Catherine E. Patterson Notary Public

THIS INSTRUMENT WAS PREPARED BY: Janice Fuglsang, Assistant Vice President Mail to: Household Bank fsb 255 E. Lake St. Bloomingdale, Ill. 60108

TTC #A-201211 09 3.53

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COOK COUNTY, ILLINOIS
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Property of Cook County Clerk's Office

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EXHIBIT "A"

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Unit No. 1-25-106-R-U in ROB ROY COUNTRY CLUB VILLAGE CONDOMINIUM, as delineated on a plat of survey of a parcel of land in Section 26, Township 42 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois which survey is attached to the Declaration of Condominium made by Central National Bank in Chicago, as Trustee under Trust No. 24978, recorded November 12, 1982, as Document No. 26410009 together with the undivided percentage interest appurtenant to said unit in the property described in said Declaration of Condominium, as amended from time to time, (excepting the units as defined and set forth in the Declaration and Survey, as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration,) and together with additional common elements as such Amended Declarations are filed of record, in the percentages set forth in such Amended Declarations which percentages shall automatically be deemed to be conveyed effective on the recording of such Amended Declarations as though conveyed hereby. Trustee also hereby grants to Grantee and Grantee's successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the aforementioned Declaration as amended and Trustee reserves to itself, its successors and assigns, the rights and easements set forth in said Declaration for the benefit of the remaining property described herein.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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