

UNOFFICIAL COPY

ASSIGNMENT OF REVENUES

KNOW ALL MEN BY THESE PRESENTS, that whereas, James Ruzicka and Blanca Ruzicka, his wife of the Town of Cicero, County of Cook, State of Illinois, in order to secure an indebtedness of Seventy Five Thousand and No/100.

..... Dollars (\$75,000.00) executed a mortgage of even date herewith, mortgaging to First Federal Savings and Loan Association of Westchester the following described real estate: Lots 103 and 104 in E. A. Cummings and Company's Addition to Warren Park, being a Subdivision of the East half of the South East quarter of the South East quarter of Section 20, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois. Commonly known as 5640 West Cermak Road Cicero, Illinois 60650. Permanent Index No. 16-20-431-021

and, whereas, First Federal Savings and Loan Association of Westchester 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 James Ruzicka and Blanca Ruzicka, his wife hereby assign, transfer and set over unto First Federal Savings and Loan Association of Westchester

11.00

hereinafter referred to as the Association, 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 Association 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 Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned 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 is 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 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 understood and agreed that the Association 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.

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 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 said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 25th day of October, A. D., 1985.

James Ruzicka (SEAL)
James Ruzicka
Blanca Ruzicka (SEAL)
Blanca Ruzicka
..... (SEAL)
..... (SEAL)

STATE OF ILLINOIS
COUNTY OF Cook,) SS.

I, FREDERIC A. COX, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT James Ruzicka and Blanca Ruzicka, his wife

..... personally known to me to be the same person, whose names 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 25th day of October, A. D., 1985.

Frederic A. Cox
Notary Public

70-09-334 W

85 263 414

UNOFFICIAL COPY

Box _____

Assignment of Rents

TO _____

BOX 333 - HV

Loan No. _____

MAIL TO:

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF WESTCHESTER
2121 So. MANNHEIM RD.
WESTCHESTER, ILL 60153

BOX 333 - HV

418 263 58

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
FILED FOR RECORD
1985 OCT 31 PM 3:29
85263414

Notary Public

GIVEN under my hand and notarial seal, this _____ day of _____, A. D., 19_____

of said Corporation, did affix the corporate seal of said Corporation, for the uses and purposes therein set forth.

and the said _____ Secretary then and there acknowledged that _____ as custodian of the corporate seal

voluntary act of said Corporation, for the uses and purposes therein set forth; _____ President, and _____ Secretary, respectively, appeared before me this day in person and

acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and

tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such

and _____ Secretary of said Corpora-

President of _____

I, _____ a Notary Public in and for said County, in

the State aforesaid, DO HEREBY CERTIFY THAT _____

STATE OF ILLINOIS }
COUNTY OF _____ }
SS.

Secretary

President

By _____

ATTEST

unto affixed and attested by its _____ Secretary this _____ day of _____, A. D., 19_____

hath caused these presents to be signed by its _____ President and its corporate seal to be here-

IN TESTIMONY WHEREOF, the undersigned _____

