topicated and lands 85281926 32-34-102-001

51078PS RUMY KNOW ALL MEN BY THESE PRESENTS, that AND LUCIAN V. BEDNAREK

A. BEDNAREK, HUSBAND AND WIFE CITY of CHICAGO , County of BETH A.

COOK , County of

ILLINOIS , and State of

HEIGHTS

in order to secure an indebtedness of FORTY TWO THOUSAND AND NO/100---

42,000,00 executed a mortgage of even date herewith, mortgaging to Dollars (\$

THE CHICAGO HEIGHTS NATIONAL BANK

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

LOT 1 IN ARTHUR T. MC INTOSH AND COMPANY'S SAUK TRAIL FARMS, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 34 TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT RECORDED SEPTEMBER 12, XXXX AS DOCUMENT NUMBER

12756098 IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS : 22305 FREDERICK ROAD

CHICAGO HEIGHTS, ILLINOIS 60411

and, whereas, said Mortgages is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to urther 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 sasigns, all the rents now due or which may hereafter become due undor 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 primises herein described, which may have been herefolder or may be hereafter made or agreed to, or which may be made or agreed to be one 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 irrevocraty appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and reliet 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 remises 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 exceptes 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 of this assignment, the undersigned to promptly pay said rent on the first day of each and every north shall, in and of itself constitute a forcible entry and detainer and the Mortgague may in its own name and without any nounce of demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and now of a falloney 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 lower of attorney shall terminate.

It is understood and agreed that the Mortgages will not exercise its right a 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 here more shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

11 TH IN WITNESS WHEREOF, this assignment of rents is executed, scaled and delivered this **NOVEMBER** day of A. D., 19 TARALI \_(SEAL) BEDNAREK (SEAL) \_\_ (SEAL) WIFE HEDNAREK STATE OF Illinois I, the undersigned, a Notary Public in COUNTY OF Cook LUCIAN V. BEDNAREK and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT BETH A. BEDNAREK HUSBAND AND WIFE ARE personally known to me to be the same person. School name subscribed to the foregoing instrument. THEY appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument HEIR free and voluntary act, for the uses and purposes therein set forth. ES under my hand and Notavial Seal, this , A.D. 19 85 11th day of November

THIS INSTRUMENT, WAS PREPARED BY:

MARGEAU PHIPPS THE CHICAGO HEIGHTS NATIONAL BANK 1030 DIXIE HIGHWAY CHICAGO HEIGHTS, ILLINOIS 60411

KIND OF STREET

## **UNOFFICIAL COPY**

. DEPT-01 RECURDING

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Property of Cook County Clerk's Office

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