0210069333

## Losn No.

(Individual Form)

KNOW ALL MEN BY THESE PRESENTS, that

MARK L. PYE and MONICA J. PYE, married to each other

Village of the

of Schaumburg

, County of Cook . and State of Illinois

in order to secure an indebtedness of Ninety Nine Thousand Five Hundred and 00/100ths-----

Dollars (\$ 99,500.00 ), executed a mortgage of even date horewith, mortgaging to

## Household Bank fsb. A Federal Savings Bank

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

Lot 83 in Surrey Woods Unit 1, a Subdivision in the South 1/2 of Section 15, Township 41 North, Range 9, East of the Third Principal Meridian, in Cook County, Illinois, recorded December 19, 1985, as Document Number 85-330,624 in the Office of the County Recorder of Cook County.

P.P. #06-15-301-021

and, whereas, said Mortgagee stie holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to farther 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 by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all and 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 lo 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 commission. It a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reas mably 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 nonth 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 of 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 indeptedness 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.

30th IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered (his

day of	September	A. D., 19 86		Ux.	
m	wet.	(SEAL)			(SEAL)
100	RK L. PYE PICA J. LYE  RICA J. LYE	(SEAL)			(SEAL)
		<b>86.</b>		I, the undersigne	d, a Notary Public in
	MARK L. PYE a	aforesaid, DO HEREBY CE and MONICA J. PYE, m same persons whose name	arried to each		foregoing instrument,
appeared	before me this day in pe	erson, and acknowledged tha	at they sign	ned, sealed and delivered	d the said instrument
as the	eir free and volu	ntary act, for the uses and	purposes therein set	forth.	
GIVEN u	inder my hand and Notar	ial Seal, this 30th	day of Se	ptember	, A.D. 19 86

THIS INSTRUMENT WAS PREPARED BY:

MAIL TO:

Marie A. Zapatka Household Bank 255 E. Lake Street Bloomingdale, Illinois 60108

Notary Public

## **UNOFFICIAL COPY**

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