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UNOFFICIAL COPY

751643

Loan No. 87293-0

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

86456746

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, O. POTHEN of the County of ILLINOIS and State of ILLINOIS

in order to secure an indebtedness of ONE THOUSAND DOLLARS AND NO/100 Dollars (\$ 1000.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

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

COMMONLY KNOWN AS 212 S. HENRI ST. CHICAGO, ILLINOIS 60604

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

day of August A.D. 1944

Paul Hancock & Vaughn (SEAL)

Alice A. Vaughn (SEAL)

Charlotte P. Pothén (SEAL)

Mary Charlotte (SEAL)

STATE OF ILLINOIS } ss.
COUNTY OF ILLINOIS

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT the above personally known to me to be the same person whose name the above subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that the above signed, sealed and delivered the said instrument

as the above free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this August day of 1944 A.D. 1944

James F. Hollenstine
Notary Public

MY COMMISSION EXPIRES

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its
President and its corporate seal to be hereunto affixed and attested by its
Secretary this _____ day of _____, A. D., 19_____

ATTEST

By _____
Secretary President

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT

_____ President of _____
and _____ Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such _____ 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 voluntary act 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 of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D., 19_____

Notary Public.

MY COMMISSION EXPIRES _____



THIS INSTRUMENT WAS PREPARED BY _____
CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,
OF _____
1200 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60642

86456746

DEPT-01 RECORDING \$13.00
#1915 # ID * 86-456746
COOK COUNTY RECORDER
T#4444 TRN 018 10/06/86 09:17:00

13⁰⁰ MAIL

86-456746

CORPORATIONS AND TRUSTS

NOTARY ACKNOWLEDGMENTS

State of Illinois

County of COOK } ss.

I, MARY E. DILLON

State aforesaid, DO HEREBY CERTIFY THAT MARY E. CHANDLER a Notary Public in and for said County, in the

to the foregoing Instrument appeared before me this day in person and acknowledged that she subscribed the said Instrument as HE free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and notarial seal, this 17TH day of SEPT. A.D. 1926.

Mary E. Dillon
Notary Public

My commission expires the 15TH day of JULY A.D. 1929.

FORM 2164A

Property of COOK COUNTY Clerk's Office

PARCEL 1:
THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE EAST 48.71 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF OF A TRACT OF LAND BEING THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH WEST CORNER OF SAID LOT 1; THENCE DUE EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE SOUTH LINE OF SAID LOT 1, 441.65 FEET; THENCE DUE NORTH 377.15 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE NORTH, 52.75 FEET; THENCE DUE EAST 97.42 FEET; THENCE DUE SOUTH 50.15 FEET; THENCE WEST 97.42 FEET TO THE PLACE OF BEGINNING; ALSO

PARCEL 2:
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS DATED AUGUST 12, 1976 AND RECORDED AUGUST 13, 1976 AS DOCUMENT 23597577 AND AS CREATED BY TRUSTEE'S DEED FROM LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 4, 1976 AND KNOWN AS TRUST NUMBER 51245 TO BARBARA SHERMAN AND RECORDED JULY 25, 1977 AS DOCUMENT 24026437, FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

TAX INDEX NUMBER: 08-22-204-017

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