

UNOFFICIAL COPY

ASSIGNMENT OF INTEREST IN REAL ESTATE WAS PREPARED BY: SINK, C. J. & SON 6044 WEST CERMAK ROAD CICERO, ILL. 60650

85505782

KNOW ALL MEN BY THESE PRESENTS, that whereas COMMERCIAL NATIONAL BANK OF BERRYVILLE, TR. #530274, DTD. 1-28-83 of the CITY of BERRYVILLE, County of COOK State of ILLINOIS

in order to secure an indebtedness of FIFTY THREE THOUSAND SIX HUNDRED AND NO/100 Dollars (\$53,600.00) executed a mortgage of even date herewith with

HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A. the following described real estate: UNIT 204 together with its undivided percentage interest in the common elements in ATRIUM COURT VILLAGE HOME CONDOMINIUMS, as delineated and defined in the Declaration recorded July 7, 1986 as Document Number 86285253, and as amended from time to time, in Section 20, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 16-20-100-003-0000

and, whereas, HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A. is the holder of said mortgage and the note secured thereby

NOW THEREFORE in order to better secure said indebtedness, and as a part of the consideration of said transaction, the under of COMMERCIAL NATIONAL BANK OF BERRYVILLE, TR. #530274, DTD. 1-28-83

hereby assign, S. transfer S. and set S. over unto HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.

hereinafter referred to as the Association, and in its capacity as assignee, 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 hereinafter 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 or its successors, it being the intention hereby to establish an absolute transfer of all such rents, covenants, agreements and all the avails hereunder unto the Association and especially those rents, covenants, agreements and all the avails hereunder described.

The undersigned do hereby irrevocably appoint the Association the agent of the undersigned for the management of said property, and do hereby authorize the Association to do, or cause to be done, on said premises or any part thereof, according to its own discretion, and to bring or file any suits, or to defend with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make any repairs to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might be merely 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 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, and all other charges, commissions to a real estate broker for leasing said premises and collecting rents, and the expense for carrying on the premises, and for all other purposes as may reasonably be necessary.

It is understood and agreed that the Association will have the right to take possession of the premises hereunder until after default in any payment secured by the mortgage of even date herewith.

It is further understood and agreed that in the event of a default in the assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing market rate for such premises, and a failure on the part of the undersigned to promptly pay said rent on the last day of the month for which the same is due, shall constitute a forcible entry and detainer, and the Association may, in its own name or through any other person or persons, maintain an action of forcible entry and detainer against the undersigned, and the undersigned's assignment of interest in the premises shall be binding upon and inure to the benefit of the undersigned's estate, heirs, assigns and assigns in law, and the parties hereto and shall be construed as a Covenant running with the land, and shall be binding and effect upon all of the indebtedness or liability of the undersigned to the Association, and shall be binding and effect upon all of the indebtedness and power of attorney shall terminate.

The failure of the Association to exercise its right to take possession of the premises hereunder shall not be deemed a waiver by the Association of its right to exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 28th day of OCTOBER, A. D. 1986

SEE OTHER SIDE (SEAL)

(SEAL)

(SEAL)

(SEAL)

OVER

STATE OF ILLINOIS

COUNTY OF

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

personally known to me to be the same person, whose name subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he executed the same as his free and voluntary act, for the uses and purposes therein set forth.

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

Notary Public

85505782

Box

Assignment of Rents

COMMERCIAL NATIONAL BANK OF BERYVN

TRUST DATED: JANUARY 28, 1983

TRUST #830274

TO

HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.
6041 WEST CERNAK ROAD
CICERO, IL. 60650

UNOFFICIAL COPY

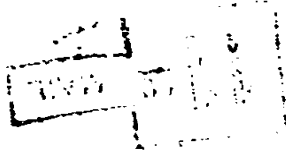
Loan No. 6041 E
LOCATION PROPERTY LOCATED AT:
TRIUMPH COURT UNIT #204
BERYVN, IL. 60402

MAIL TO:
HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.
6041 WEST CERNAK ROAD
CICERO, IL. 60650

O. N. Prev

287505-98-

DEPT-01 RECORDING \$11.25
T#3333 TRAN 7252 10/29/86 10:19:00
#2959 # A * 84-505782
COOK COUNTY RECORDER



My Commission Expires September 6, 1988.

Barbara L. Tazelaar
Notary Public

GIVEN under my hand and notarial seal, this 23rd day of October, A.D. 1986, of said Corporation, did affix the corporate seal of said Corporation to said Instrument as his 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 Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal and the said Assistant 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. Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President, Assistant 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. Vice President of Commercial National Bank of Beryvn, John P. Dunne, the State aforesaid, DO HEREBY CERTIFY THAT Barbara L. Tazelaar, a Notary Public in and for said County, in

28750598

STATE OF ILLINOIS
COUNTY OF Cook

ATTEST
Barbara L. Tazelaar
Assistant Secretary

Commercial National Bank of Beryvn
By *John P. Dunne*
Vice President

hath caused these presents to be signed by its Assistant Secretary this 23rd day of October, A.D. 1986 unto affixed and attested by its Assistant Secretary this 23rd day of October, A.D. 1986. IN TESTIMONY WHEREOF, the undersigned, Commercial National Bank of Beryvn