3 6301359

KNOW ALL MEN BY THESE PRESENTS, that Quentin S. Podraza and Diana L. Podraza, His Wife and George D. Grossman and Karen Ann Grossman, His Wife , and State of Chicago Illinois of the City

Thirty-Four Thousand and 00/100's----in order to secure an indebtedness of

Dollars (\$ 34,000.00), executed a mortgage of even date herewith, mortgaging to

## SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

hereinnster referred to as the Mortgageo, the following described real estate:

Lot 35 in Block 3 in Wetherbee and Gregory's Subdivision of the North 1/2 of the Northwest 1/4 of the Southeast 1/4 of Section 1, Township 39 North, Range 13, East of the Third Principal Meridian (Except the East 100 feet said tract) in Cook County, Illinois

Commonly known as:

2732 W. Thomas Chicago, 1L 60622

DEFT-01 RECORDING

T#3333 TRAN 8514 12/09/84 10:25:60 #5921 # A \*-86-586786

COOK COUNTY RECORDER

Permanent Tax Index No. 16-01-404-032

G-A-0

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

NOW, THEREFORE, in order to firther secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto said Mortgages, and/or its successors and assigns, all the rents now due or which may hereafter become dust ador or by virtue of any lense, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the remises herein described, which may have been heretofore or may be hereafter made or agreed to by the Mortgages 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 Mortgages and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocaby appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-lot said promises or any part thereof, according to its own discretion, and to bring or defend any suits in concertion 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 height 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 cure 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 real onably 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 analy 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 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 hereur for 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

14th

day of

November

Podraza)

A. D., 19 86

(SEAL)

Una

Quentin S George D. 0. Grossman STATE OF

Illinois

Karen Ann Grossman

COUNTY OF Cook

their

1, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Quentin S. Podraza and Diana L. Podraza, His Wife and George V. Grossman and Karen Ann Grossman, His personally known to me to be the same person & whose name subscribed to the foregoing instrument. wike

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

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

A.D. 10 86

GIVEN under my hand and Notarial Scal, this

14.th day of

Maco.

Notary/Public

THIS INSTRUMENT WAS PREPARED BY: Mary L. Montanez

SECURITY FEDERAL SAVINGS OF CHICAGO

CHICAGO, ILLINOIS 60622

"OFFICIAL SEAL" Jane Chris Zurawoki Nother Fublic, State of Illuois Bly Commission Explose 10-16-88

## **UNOFFICIAL COPY**

Topenty of County Clerk's Office