RANDALL R. KALIN AND

NANCY E. KALIN, HUSBAND AND WIFE INVERNESS , County of

COOK

, and State of

ILLINOIS

ONE HUNDRED SEVENTY THOUSAND AND NO/100--in order to secure an indebtedness of

Dollars (\$ 170,000) Detected a mortgage of even data herewith, mortgaging to

AETNA BANK

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

LOT 61 IN ARTHUR P. MCINTOSH AND COMPANY'S GULF MEADOWS, A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS..

16-110-009 to

COMMONLY KNOWN AS : 568 GLEN EAGLE STREET INVERNESS, ILLINOIS 60067 00

and, whereas, said Mortgager 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 a transfer and set over unto said Mortgagee, and/or its successors and sesigns, all the rents now due or which may hereafter become due unto 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 to me Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment or all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing youn the property hereinshove described.

The undersigned, do hereby irrevoctory 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 conjection with said premises into own name or in the name(s) of the undersigned as it may consider expedient, and to make such repeir to the premises as it may deem proper or advisable, and to do snything 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 or 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 leaf estate broker for lessing 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 exprcise 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 Mortgages may in its own name and without any nounder 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 paties 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 Mortgages shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgages will not exercise its right 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 Martgagee to exercise any right which it might exercise here had 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 title

JANUARY 86 A. D., 19 day of (SEAL) RANDALL R ALIN (SEAL) (SEAL) KALIN/RIS WIFE STATE OF Illimis I, the undersigned, a Notary Public in

COUNTY OF COOK

7TH

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

RANDALL R. KALIN

NANCY E. KALIN HUSBAND AND WIFE personally known to me to be the same person

ARE

subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that

THEY signed, sealed and delivered the said instrument

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

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GIVEN under my hand and Notarial Seal, this

. A.D. 1986

BOX 939-TH

mail to

THIS INSTRUMENT WAS PREPARED BY:

AETNA BANK 2401 NORTH HALSTED CHICAGO, ILLINOIS

JAN STREETER 60614

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UNOFFICIAL COPY

Clerk's Office