C3966

Box

### UNOFFICIAL COPY 86027661

#### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT made as of this 17th day of January by EDDIE B. AVANT, AND EDNA AVANT, HIS WIFE, IN JOINT TENANCY
("Borrower(s)") of the City of Chicago, County of Cook and State of
Illinois, to COMMUNITY BANK OF LAWNDALE (hereinafter called the "Mortgagee" or "COMMUNITY BANK").

WHEREAS, Borrower(s) has given to COMMUNITY BANK its/their promissory note (the "Note") in the principal sum of \$20,000.00

WHEREAS, Borrower(s) has further delivered its mortgage (the "Mortgage") to secure the Note, which Mortgage conveys the premises (the "Premises") described in Exhibit A attached hereto; and

WHEREAS, Borrower(s) (hereinafter sometimes called the "undersigned") is desirous of further securing the Note.

NOW, THEREFORE, the undersigned, for and in consideration of these presents and the mutual agreements herein contained and as to the undersigned in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign and transfer unto the Mortgagee all leases of the Premises, or any part thereof, together with all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, of any agreement for the use of occupancy of the Premises or any part thereof, 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 powers herein granted, together with all guaranties of any of the foregoing, it being the intention hereby of any of the foregoing to establish an absolute transfer and assignment of all the said leases and agreements, all the avails thereof, to the Mortgagee, and Borrower(s) do hereby authorize the Mortgagee (with or without taking possession of the Premises), to rent, lease or let all or any portion of the Premises to any party it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the lesses and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Premises, with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Mortgagee would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth.

The undersigned represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Premises for more than one instalment in advance and that the payment of none of the rents to accrue for any portion of said Premises has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the undersigned. The undersigned waives any right of set-off against any person in possession of any portion of the Premises. The undersigned agrees not to make any other or further assignment of the rents or profits or leases prior to the release of this Agreement.

The undersigned agrees and represents unto Mortgagee, its successors and assigns as follows:

attached as Exhibit "B" is a schedule of all leases existing as of the present date with respect to the Premises or part thereof (the "current leases"); all amendments to the current leases are designated on the aforesaid schedule; the undersigned is the sole owner of the entire lessor's interest in the current leases;

### Jaars UNOFFICIAL COPY

#### ASSICHMENT OF REARES AND RENIES

THIS ASSIGNMENT made we of this Type day of demany by KDOLE B. NVANT, ASSEMBLENT, MIS WITS, IS CONTINUED.
("HOLLOWER(S)") OF the City of Chidage, County of Cook and State of
LILINGIS, to COMMUNITY FANK OF LAWNDAIR (Elitelhafter Galled the "Mortgagee" or "Community BARK");

WHEREAS, Bourgwor (a) has given to consultry bank testtheir promissory none (the "Wote") in the principal sum of \$20,000.00

WHEDELS, Borrowdr(s) has turther delivered its mortgage (the "Morrgage") to secure the Note, which Mortgage conveys the premises (tho "Premises") described in Exhibit A attached hereto; and

WHERERS, Borrower(s) (boreinattor somerimes called the "under-signed") is desirous of further securing the Mote.

MOW, THEREFORE, the undersigned, for and in consideration of these presents and the mattal syreements herein containst and as further and scaitlenst security to the Morigages, and is consideration of the sum of "Menty Thousand and no/100 (220,000,00) -- Dollars to the sudersigned in hand paid, the receipt whereigh a merchy acknowledged, do nerchy soll, assign and transfer unto the Mortgague and the sure of the Mortgague and the sure of the acknowledged, no percey soll, insign and industry unity one militaries and undagonable learness of the Freezes, or may part thoract, together with all the rarts, issues and profite new due she which may hereafter become due index or by virtue of any terse, whether withen or verbal, or any lotting of, of any spreament for the use of occupancy of the Previous or any part, thereof, which may have been herefore or may be noted or agreed to by the sortered to by the state or agreed to by the state sorter or agreed to by the state sorter or the state of the state the Mortgagee ander the powers herean erached regether with all ens notions of any of the foregoing, it betty the intention bettely of any of the foregoing to establish a absolute transfer and assignment of all the foregoing to establish a absolute transfer and assignment of all the foregoing to end agreements, all the avails thereof, to the of oll the said leases and agreement, all the aviils thereof, to the Morroges, and Horrower(s) do heleny authorize the Morroges (with exting possession of the Tremises), to rent, lease or lot all prevy portains of the Premise; yearly party it may determine, and to relief, all of said avails, rents, issues and profits arising from or according at may time hereafter, and all now due, or that may here affect become due under the and all of the leases and agreements, witten or verbal, or other terancy existing or which may becerter extent on the Premises, with the same rights of recourse the same immunities, charter would have upon taking possession of the premises pursually as the provisions the premises pursually as the provisions have upon taking possession of the Premises pursually as the provisions have upon taking possession of the Premises pursually as the provisions have upon taking possession of the Premises pursually as the provisions.

The onder the distance to and agrees that sent has been or will be reald by any parson in possession of any parection of the Fremises for acte than ear instalment in altence and that the payment di none of the rents to stocke how partion of said Promises has wise the targed or compremient by the understanding The undersioned waives are right of set-off against any person or possespion of any Portion of the Premiser. The undersigned agrees not to make any other or further assignment of the rents or profits or liness prior to the release of this Agreement's

> The undersigned agrees and reprosents arto Nortgages, the agection and analysis as follows:

(1) strached as Excitive "S" this acceptate of all leages existing as of the propert dues, with respect to the Premises or part chareof (the "current loases"); all amendments to the current leases are designated on the aforesaid achadule; the undersigned in the sole owner of the entree lessers interest in the gurrant leasess

\*This instinuent was property by:

Robert E. Bennett, Atterney: 120 S. Lagalle, Suite \$1144; (312) 236-3369

- (ii) no default exists on the part of the lessor or lessee named in the current leases, or their successors and assigns, under the terms, covenants, provisions or agreements therein contained and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the current leases;
- (iii) the current leases are valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any merger of the interest of lessor and lessee thereunder;
- (iv) if any of the current leases provides for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the undersigned shall furnish rental insurance to Mortgagee in amount and form and written by insurance companies as shall be satisfactory to Mortgagee;
- (v) the indersigned shall not hereafter terminate, modify or amend any of the current leases or any of the cerms thereof without the prior written consent of Mortgagee and any attempted termination, modification or amendment of said leases, or any one of them, without such written consent shall be null and void;
- (vi) the undersigned or the beneficiaries of the undersigned shall perion all of the undersigned's covenants and agreements as lessor under each of the current leases and chall not suffer or permit to occur, any release of liability of the lessee therein, or any right of the lessee therein to withhold payment of rent.
- (vii) if so requested by the Mortgagee after default under the current leases, the undersigned or the beneficiaries of the undersigned shall enforce any one or several of the current leases and all remedies available to the undersigned against the lessee therein named.

Nothing herein contained shall be construed as constituting the Mortgagee a "mortgagee in possession" in the absence of the taking of actual possession of the premises by the Mortgagee pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to the Mortgagee, no liability shall be asserted or enforced against the mortgagee, all such liability being expressly waived and released by the undersigned.

The undersigned further agrees to execute and deliver immediately upon the request of the Mortgagee, all such further assurances and assignments in the Premises as the Mortgagee shall from time to time reasonably require.

Although it is the intention of the parties that this assignment is a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Mortgagee shall not exercise any of the rights and powers conferrupon it herein until and unless one of the following events shall occur, which shall constitute Events of Default hereunder: default shall be made in payment of interest or principal due under the note or default shall occur in performance or observance of any of the agreements or conditions in the Mortgage or default shall be made in the performance or observance of any of the conditions or

- (ii) no default exists on the part of the lessor or lessee named in the current lesses, or their successors and assigns, under the terms, covenants, provisions or agreements therein contained and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the current lesses;
- iii) the current leases are valid and enforceable in accordance with their terms and shall remain in full force and effect irrespective of any marger of the interest of lessor and lesse thereunder;
- (iv) if any of the current leases provides for the abatement of rent during repair of the demised premises by reason of fire or other casualty, the undersigned shall furnish rental insurance to Mortgages in amount and form and written by insurance companies as shall be satisfactory to Mortgagee;
  - (v) the undersigned shall not becafter terminate, modify or amend any of the current leases or any of the current leases or any of the terms thereof without the prior written consent of Mortgages and any attempted dermination, modification or amendment of suid leases, or any one of them, without such written consent shall be null and void;
- (vi) the undersioned or the beneficiaries of the undersigned shall perform all of the undersigned's
  covenants and agreements at tessor under each of
  the current leases and shall not suffer or permit
  to occur, any release of liability of the lesses
  therein, or any right of the lesses therein to
  withhold payment of rest;
  - vii) if so requested by the Mortgagen after default under the current leases, the underlighed or the beneficiarie of the undersigned shall enforce any and or saw rat of the current leases and all remedies avelable to the undersigned against the lessee therein named.

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agreements hereunder or a default in any instrument now or at any time securing the Note or the debt evidenced thereby or by any extension thereof, and, in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to effect or impair any rights which the Mortgagee may have under said Note and Mortgage or any other instrument herein mentioned.

In any case in which under the provisions of the Mortgage the Mortgagee has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of the Mortgagee, the undersigned agrees to surrender to the Mortgagee and the Mortgagee shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and mortgagee in its discretion may, with or without force and with or without process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or then owner of the Premises relating thereto, and may exclude the undersigned, its agents or servants, wholly therefrom and may as attorney in fact or agent of the nortgagor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its discretion or in the discretion of its successors or assigns may be deemed proper or necessary to enforce the payment of security of the avails, rents, issues and profits in forceable detainer and actions in distress of rent, hereby granting full power and autrority to exercise each and every of the rights, privileges and powers berein granted at any and all times hereafter, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle undersigned to cancel the same, to elect to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, afterations, additions, betterments and improvements to the Premises that may seem judicious, in its discretion, to insure and reinsure the same for all risks incidental to Mortgagee's possession, operation and management thereof and to receive all such avails, rents, issues and profits.

The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Premises, and the undersigned shall and does hereby agree to indemnify and hold the Mortgagee harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Mortgagee incur any such liability, loss or damage, under said leases or any or by reason of the assignment thereof, or in the defense of any claims or demands the undersigned agrees to reimburse the Mortgagee for the amount thereof, including direct costs, direct expenses and reasonable attorney's fees, immediately upon demand.

The Mortgagee in the exercise of the rights and powers conferred upon it by this assignment shall have full power to use and apply the avails, rents, issues and profits of the Premises to the payment of or on account of the following, in such order as the Mortgagee may determine:

agreements hereunder or a default in any instrument now or at any Lime securing the Mote or the Kebt evidenced chereby or by any extension thereof, and, in each instance, all applicable grace periods, if any, shall have expired, and nothing herein contained shall be deemed to effect or impair any rights which the Mortgagee may have under said Notes and Mortgage mentioned.

In any case in which under the provisions of the Mortgage the Montgagee bas a right to institute foreclosure proceedings, whether before of after the entire principal sum recured thereby is declared to be invicately due, or whother before or after institution of isqual proteciings by forecides the lies thereof or before or adder sale thereunder, forthwith, upon demand of the Mortgages, the ណ្ឌិសនេនវិទ្ធភ័ព និស្សន៍ ១១ នៃប៉ាន់ទេ១៧០៣ ក្លី Thu Horsទទួនត្រូវ and គឺវ៉ាម Mortsgagae shall be entitied to take actual possession of the Tremises of any pert thereof personally, or by its agents or attorneys, and mortgaged in its discretion or with or without force and with or without process of law, enter upon and take and maintain prosess on of all or any part of the Premises, together with all the documents, books, records, papers and accounts of the undersigned or then owner of the Ruemises relating thereto, and may exclude the hader aned, its agents or cervants, wholly therefrom and may as attorney in factor agent of the mortgagerand under the control the name as mortgagerand under the covers herein granted, held, operate, manage and control the fremises and control the fremises and control the personally or by its agents, with full power to use such reasures, legal er equitable, as in its discretion or in the discretion or in suggescies of assigns may be desired proper or medessiry to enforce. the payment of security of the avails, tent, lesses and profite in forceable detainer and actions in discress of rent, hereby granting full power and authority to ear disc each and every of the gights, privileges and powers herein arrated at any and all times hereafter, and with tall power to cancel or terminate any lease or sublesse for any cause or on any grand which would entitle andersigned to cancel the same, to elect to elect to diseffirm any lease or sublesse made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs; gecorecing, renewals, replay wents, alternations, additions, betterments and improvements to the Propises that may seem judicious, in its distriction to insure and winsure the same for all risks incidental to Mortyage's possession, operation anagement thereof and to receire all such availt Lente, lisepes and prefits.

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The Mortgagee in the exercise of the rights and powers conferred tigon it by this assignment shalf have full power to use and apply the evalls, react incues and profits of the fremises to the payment of or on account of the following, in such order as the Mortgagee may determine:

- (a) To the payment of the operating expenses of the Premises, including cost of management and leasing thereof (which shall include reasonable compensation to the Mortgagee and its agent or agents, if management be delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), establish claim for damages, if any, and premiums on insurance hereinabove authorized;
- To the payment of taxes and special assessments now due or which may hereafger become due on the Premises;
- (c) To the payment of all repairs, decorating, renewals, replacements, alterations, additions, or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Prerises in such condition as will, in the reasonable judgment of the Mortgagee, make it readily rentable;
- To the payment of any indebtedness secured (a) by the Mortgage or any deficiency which may result from any foreclosure sale.

The undersigned further specifically and irrevocably authorizes and instructs each and every present and future lessee or tenant of the whole or any part of the Premises to pay all unpaid rental agreed upon in any tenancy to the Mortgagee upon receipt of demand from said Mortgagee to pay the same,

It is understood and agreed that the provisions set forth in the assignment herein shall be deered a special remedy given to the Mortgagee, and shall not be deemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted and elsewhere granted in any instrument securing the Note, all of which remedies shall be enforceable concurrently or successively.

Whenever the word "undersigned" is mentioned herein, it is hereby understood that the same includes and faull be binding upon successors and assigns (including successors by consolidation) of the undersigned, and any party or parties holding any right, title or interest in the Premises by, through or under the undersigned. All of the rights, powers, privileges and immunities herein granted and assigns, including all holders, from time to time, of the Note.

It is expressly understood that no judgment or decres which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property or by the undersigned, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

- (a) To the payment of the operating expenses of the Fronises, including cost of management and leasing thereoff (which shall include reasonable companisation to the Morreage and its agent or agents, if management he delegated to an agent or agents, and it shall also include lease commissions and other compensation and expenses of sease and procuring tenants and entering into leases), seeking and procuring tenants and entering into leases), itsurance hereinshove authorized;
  - (b) To the payment of taxes and special assessments now dos or which may hereafger become due on the Promisons,
  - (c) To the payment of all repairs, decorating, repowers, replacements, alterations, additions, or betterwants, and increments of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Fremises in such condition as will, in the rescenable judgment of the Mortgages, wake it readily, and of condition as will, in the rescenable judgment of the Mortgages, wake it readily, and
  - (d) To the payment of any isdeptedness secured by the Mortgage or any deficiency which may result from any foreglosure sele.

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It is understood and agroed that the provisions set forth in the assignment herein shall be downed a special remedy given to the Mortgague, and shall not be lemed exclusive of any of the remedies granted in the Mortgage, but shall be deemed an additional remedies that he comulative with the remedies therein granted and sland shall be comulative with the remedies therein granted and elsewhere granted in any instrument securing the Note, all of which remedies shall be enforced a concurrently or successively.

Phoneyer the wort "urdersigned" is mentioned herein, it is nevery understood that the same includes and shall be binding upon successors and assigna (including successors by consolidation) of the undersigned, and any party or parties holding any right; virte or interest in the Premises by, through or under the undersigned. All of the right, powers, privileges and immunities herein granted and issigns, ucluding all hulders, from time to time, of the Nech.

It is expressly enderstood that no judgment or decree which way be entried on any debt secured or intended to be secured by the Mortigar shall operate to abrogate or lessen the affect of chist instructor, but that the same shall continue in full force and cifect of the payment and discharge of any and all indebtedness secured by the Mortigare, in whotever form the said indebtedness may be until the indebtedness secured by the Mortgage shall have been paid in full the indebtedness secured by the Mortgage shall have been paid in full of the bard fully paid out of tents, issues and profits of the property of the undersity released, or until such time at this instrument may be coluntarily released, or until such time at this instrument may be coluntarily released furthy the pendency of any forcelesure proceedings, both before and after further until the issuence of a deed pursuant to both before and after the Mortgage a forces, unless the indebtedness secured by the Mortgage is fully autisfied before the axpiration of any period of reddent of the factor.

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WAXAA AAAA

This Assignment	: is executed by	EDDIE B. AVANT, AN	ID EDNA AVANT,
HIS WIFE, IN JOINT TEN			
IN WITNESS WHER as of the 17th day	REOF, the unders		
	ву:	ESSUE 85 EDDIE B. AVANT	B. Quant
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TO STATE

UNOFFICIALICORY

STATE OF ILLINOIS )

SS.

COUNTY OF COOK )

I, Kathleen Home, a Notary Public in
and for and residing in said County, in the State aforesaid, DO
HEREBY CERTIFY THAT Eddie & Avant and Edna
About who se personally known to me to be the
same persons whose names subscribed to the foregoing
instrument, appeared before me this day in person and acknowledged
that They signed, sealed and delivered the said Instrument as
Their free and voluntary act, for the uses and purposes therein
set forth.
Given under my hand and Notarial Seal this 20 day of
Tany any 19 80.
Potalow Hove
My commission expires:
7/25/89
40.
· Car
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O <sub>fic</sub> .

STATE OF LLUINOLS COUNTY OF COOK

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d residing in Said County, in the State aforemate, no	and for an
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where pursonally known to me to be the	
na whose name of the subscribed to the foregoing	ാടുളർ <b>ലിക്</b>
appeared before me this day in person and acknowledged	ปกอพมาขะกัน
signed, sealed and delivered the said Thetrument as	11 1 2 3 day
and wolfineary act, for the uses and purposes therein	Some well
	set forth.
under my hand and novarial seal this 20 00 y of	Given

Tarth molice

My commission expires:

SHOW A

#### UNOFFICIAL COPY ...

EXHIBIT "A" ATTACHED TO THAT CERTAIN ASSIGNMENT OF LEASES AND RENTS DATED JANUARY 17, 1986, BY EDDIE B. AVANT, AND EDNA AVANT, HIS WIFE, IN JOINT TENANCY, (Borrowers) to COMMUNITY BANK OF LAWNDALE, (Mortgagee)

#### LEGAL DESCRIPTION OF THE "PREMISES"

\*\*\*THE NORTH SEVENTY EIGHT (78) FEET OF THE SOUTH ONE HUNDRED THIRTY (130) FEET OF LOTS TWENTY-EIGHT (28) TO THIRTY ONE (31) INCLUSIVE, IN BLOCK TWO (2) IN DOUBLAS PARK ADDITION TO CHICAGO, A SUBDIVISION IN SECTIONS TWENTY-THREE (23) AND TWENTY-FOUR (24), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE THIRTEEN, (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Real Control County Clarks Office C/K/A 1425 S. Kedzie, Chicago, Illinois

P.I.N. 16-24-104-009 00

\$16.00

T#1111 TRAN 4610 01/21/86 16:33:00 #7035 # A \*-B6-027661

EXRIBIT "A" ATTACHED TO THAT CERTAIN ASSIGNMENT OF LEASES AND RENTS DATED JANUARY 17, 1986, BY EDDIE B. AVANT, AND EDNA AVANT. HIS WIFE, IN WOINT TENANCY, (BOTTOWERS) to COMMUNITY BANK OF KANNDALE, (Mortgage)

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THE REPORT C/K/A 1423 S. Kedzie, Chicago, illinois 60624

W. 2.00-101-24-104-009 W.

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