

# UNOFFICIAL COPY

86317617  
Loan No. 01-36758-05

## Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, FALAVILA C. PHILIP and ANNAMMA PHILIP, HUSBAND AND WIFE and VERGHESE NINAN and GLORY NINAN, HUSBAND AND WIFE, County of COOK, and State of ILLINOIS of the CITY OF CHICAGO

in order to secure an indebtedness of ONE HUNDRED FORTY-SIX THOUSAND AND NO /100 Dollars (\$ 146000.00), 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:

#### PARCEL 1

That part of Lot 1 in Richmond Subdivision, being a Subdivision of part of the Southeast 1/4 of Section 22, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Lot 1; thence due West (being an assumed bearing for this legal description) along the South line of said Lot 1, 544.10 ft.; thence due North, 192.27 ft. to a point for the place of beginning of the property herein described; thence due West 54.75 ft.; thence due North, 49.58 ft.; thence due East, 54.75 ft.; thence due South, 49.58 ft. to the place of beginning.

#### PARCEL 2

Easements for ingress and egress for the benefit of Parcel 1 as set forth in the Declaration of Easements, covenants and restrictions recorded as Document No. 24028900 as amended by the Supplemental Declaration recorded as Document Number 24384777 in Cook County, Illinois.

COMMONLY KNOWN AS: 1729 CHARIOT COURT, MOUNT PROSPECT, ILLINOIS 60056

PERMANENT INDEX NUMBER: 08-22-401-022 *lm*

signed to promptly pay said rent on the first day of each and every month and 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 12TH

day of JUNE A.D., 19 86

<i>[Signature]</i> (SEAL)	<i>[Signature]</i> (SEAL)
FALAVILA C. PHILIP	ANNAMMA PHILIP
<i>[Signature]</i> (SEAL)	<i>[Signature]</i> (SEAL)
VERGHESE NINAN	GLORY NINAN
STATE OF <u>ILLINOIS</u>	
COUNTY OF <u>COOK</u> } ss.	

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT FALAVILA C. PHILIP and ANNAMMA PHILIP, HUSBAND AND WIFE and VERGHESE NINAN and GLORY NINAN, HUSBAND AND WIFE personally known to me to be the same person whose name is 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 12TH day of JUNE, A.D. 19 86.

*[Signature]*  
Notary Public

MY COMMISSION EXPIRES 28 Feb / 1987

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INDIVIDUALS

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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

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

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

\_\_\_\_\_  
President of \_\_\_\_\_  
and \_\_\_\_\_ 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 \_\_\_\_\_ 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 \_\_\_\_\_

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DEPT-01 RECORDING \$12.25  
T#4444 TRAN 0495 07/28/86 10:03:00  
#8662 # D # 86-317617  
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,  
5200 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639



86-317617

12<sup>00</sup> MAIL

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P-9-178

MY COMMISSION EXPIRES: 18 Feb / 1987

Notary Public

GIVEN under my hand and Notarial Seal, this 12TH day of JUNE, A.D. 1986

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

appeared before me this day in person, and acknowledged that \_\_\_\_\_ they \_\_\_\_\_ signed, sealed and delivered the said instrument.

Personally known to me to be the same person as whose name \_\_\_\_\_ subscribed to the foregoing instrument.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT BALDWIN G. PHILLIP and

\_\_\_\_\_ I, the undersigned, a Notary Public in

COUNTY OF COOK } STATE OF ILLINOIS

VERGHESE NINAN (SEAL) GEORGE NINAN (SEAL)

BALDWIN G. PHILLIP (SEAL) ANNA PHILLIP (SEAL)

day of JUNE, A.D. 1986

IN WITNESS WHEREOF, this assignment of rent is executed, sealed and delivered this 12TH

Mortgage of the right of exercise hereunder shall not be deemed a waiver by the

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the

any payment secured by the mortgage or after a breach of any of its covenants.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in

said Mortgage shall have been fully paid, at which time this assignment and power of attorney shall terminate.

running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the

benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant

and the Mortgagee may in its own name and without any notice of demand, maintain an action of forcible entry and

signed to promptly pay said rent on the first day of each and every month, and a failure on the part of the under-

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 room for each room, and a failure on the part of the under-

and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, issues and profits toward

the payment of any present or future indebtedness or liability of 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

in and about said premises that the undersigned shall do, hereby ratifying and confirming anything and everything that the

Mortgagee may do.

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

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STANDARD - 1

