1/2-14-041

KNOW ALL MEN BY THESE PRESENTS, that

Jose Mario Flores and Rosa S. Flores, his wife

of the City

of Chicago

, County of Cook

, and State of Illinois

in order to secure an indebtedness of Sixty-thousand-and-no/100-----Dollars (\$ 60,000.00

), executed a mortgage of even date herewith, mortgaging to

ELMHURST FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinaster referred to as the Mortgagee, the following described real estate:

LOTS 42 AND 43 IN BLOCK 8 IN COBE AND MC KINNON'S 63RD STREET SUBDIVISION OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 13, AND THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILINOIS. 19-24-207-021 all BA

1837 JUL 23 周月: 43

87405136

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

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign , transfer and set or er unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due under or by virt, 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, vin h 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 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabeve described.

hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property. and do herby authorize the Morgagee 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 in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may do. The undersigned, 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 care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker to leasing 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 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 month shall, in and of itself constitute a forcible entry and detainer and the Mottgagee 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 landary and shall continue in full force and effect under till all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been felly paid, at which time this assignment and power of attorney shall terminate. power of attorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights under this Assign nent until after default in any paymetin 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 deem day aiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, scaled and delivered this 17th

day of July (SEAL)

1, the undersigned, a Notary Public in

STATE OF Illinois

COUNTY OF Cook

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT personally known to me to be the same person's whose nameS

are

subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that

they

signed, sealed and delivered the said instrument

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

GIVEN under my hand and Notarial Seal, this 17th

day of

July

, A.D. 1987

OFFICIAL SEAL Beverly E. Bitsky Notary Public, State of Illinois My Commission Expires 9/16/90

ELMHURST FEDERAL SAVINGS & LOAN ASSOCIATION FIRST AND ADDISON STS. ELMHURST, ILLINOIS 60126

THIS INSTRUMENT WAS PREPARED BY:

UNOFFICIAL COPY

Property of Cook County Clark's Office

7405136