<u> 12-025117-</u>8

SCOTT K. DANIELS AND KNOW ALL MEN BY THESE PRESENTS, that KAREN B. DANIELS, HUSBAND AND WIFE

CITY of the

GLENVIEW . County of COOK

, and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED FIFTY THREE THOUSAND AND NO/100 153,000.00

Dollars (\$

233365 pw

4#

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

DOUGLAS SAVINGS AND LOAN ASSOCIATION

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

LOT 4 IN GOLF MEADOWS BEING A SUBDIVISION OF PART OF LOTS 17, 18 AND 19 IN THE COUNTY CLERK'S DIVISION OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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COMMONLY KNOWN AS: 926 MEADOWLARK LANE

60025 GLENVIEW, ILLINOIS

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

NOW, THEREFORE, in order to (wither secure asid indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign. Iransfer. and set over unto said Mortgagee, and or its successors and assigns, all the rents now due or which may hereafter become due under 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 pre-vises herein described, which may have been heretofore or may be hereafter 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 a ich leases and agreements and all the avails hereunder unto the Mortgagee and especially these vertain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of and property, and do hereby authorize the hortgagee to let and relet said premises or any part thereof, according to its own discretion, and to bring or defend any suits in condition 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 up, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee shall lave 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 for 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 evertise of this assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per inclift 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 morth that, in and of itself constitute a forcible entry and detainer and the Mortgages may in its own name and without any notice 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 heirs, executors, administrators, successors and assigns of the period interior and shall be construed as a Covenant running with the fand, and shall continue in full force and effect until all of the individues or liability of the undersigned to the said Mortgages shall have been fully paid, at which time this assignment and power of hitorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights an ser 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 hereund regulal not be deemed a waiver by the Mortgagee of its right of exercise thereafter

21ST IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this \

A. D., 19 87 day of mee (SEAL) (SEAL) к. DANIELS a (SEAL) (SEAL) KAREN B. DANIELS/HIS WIFE ILLINOIS STATE OF COUNTY OF I, the undersigned, a Notary Public in COOK SCOTT K. DANIELS AND and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT KAREN B. DANIELS, HUSBAND AND WIFE personally known to me to be the same person S whose name S ARE subscribed to the foregoing instrument.

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

GIVEN under my hand and Notarial Seal, this 21st

appeared before me this day in person, and acknowledged that

THEY

signed, sealed and delivered the said instrument

My Commission Expires 11/21/89

JULY

THIS INSTRUMENT PREPARED BY

MAIL IU:
DOUGLAS SAVINGS AND LOAN ASSOCIATION

14 NORTH DRYDEN

ARLINGTON HEIGHTS, ILLINOIS

44012-3 (1774) 32AR—Standard Individual Form Assignment of Rents for use ti Standard Montgage Form 3040 and Standard Promitteory NVAs Form 31MI

BAF Systems and For

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Property of Coot County Clark's Office