

UNOFFICIAL COPY

ASSIGNMENT OF RENTS / 4 / 2 / 0 87427250

KNOWN ALL MEN BY THESE PRESENTS THAT THOMAS T. HICKS AND LJUBINKA HICKS,
HIS WIFE _____ OF THE

CITY OF CHICAGO, COUNTY OF COOK

AND STATE OF ILLINOIS, in order to secure an indebtedness of

ONE HUNDRED TWENTYSEVEN THOUSAND FOUR HUNDRED DOLLARS AND SIXTY CENTS

(\$127,400.60 -----), executed a mortgage of even date herewith, mortgaging to Chrysler First Financial Services Corporation of Suite 150, 999 Oakmont Plaza Drive, Westmont, Illinois 60559 (hereinafter referred to as lender), the following described real estate:

PARCEL 1: LOTS 32 AND 33 IN BLOCK 17 IN HOLSTEIN A SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2: LOT 44 AND LOT 45 IN BLOCK 8 IN WINSLOW AND JACOBSON AND AND TALLMAN'S SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

87427250

LOT 32/ 14-31-132-045 VOL 532 LOT 33/ 14-31-132-046

Permanent real estate index no. LOT 44 AND 45 PARCEL 2: 16-01-215-004 VOL 535

Commonly known as: PARCEL: 1 2028-30 N. CAYLEY CHICAGO, IL
PARCEL. 2: 1449 -1451 N. ARTESIAN, CHICAGO, IL

and, whereas, said lender 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 over unto said lender, hereinafter referred to as the lender, 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 premises herein described, which may have been heretofore or may be hereafter made, or agreed to, or which may be made or agreed to by the lender 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 lender and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned do hereby irrevocably appoint the said lender the agent of the undersigned for the management of said property, and do hereby authorize the lender to let and re-let and premises or any part thereof, according to its own discretion, for such rental or rentals as it may determine, and to bring or defend any suits in connection with said premises in its own name or in the names 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 said lender may do.

It is understood and agreed that said lender 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 said lender, due or to become due, or that 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.

369785h

CAO

ALL BOUND

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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

The failure of the lender to exercise any right which it might exercise hereunder shall not be deemed a waiver by the lender of its right of exercise thereafter.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 29TH day of ~~AUGUST~~ July, 19 87.

+ Thomas T. Hicks
THOMAS T. HICKS

Ljubinka Hicks
LJUBINKA HICKS

STATE OF ILLINOIS)

COUNTY OF COOK)

I, CHARLICE M. POPE, a Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT THOMAS T.

HICKS AND LJUBINKA HICKS, personally known to be to be the same persons 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 as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29TH day of JULY, 19 87.

Charlice M. Pope
Notary Public

This instrument was prepared by:

BEVERLY VAICKUS
999 OAKMONT PLAZA DRIVE
WESTMONT, IL 60559

87427250

MAIL TO:
Chrysler First Financial Services Corp.
999 Oakmont Plaza Drive Suite 150
Westmont, il 60559

DEPT-01 614.25
T#0003 TRAN 4939 08/03/87 16128:00
#4470 *C *--87-427250
COOK COUNTY RECORDER

1425

-87-427250

UNOFFICIAL COPY

Property of Cook County Clerk's Office

87427250