20160-9

EC03'8771-48-9110E

(Individual Form) KNOW ALL MEN BY THESE PRESENTS, that Santiago Boyas, and Isabel Boyas, his wife

of the City of Chicago

. County of

Cook

, and State of Illinois

in order to secure an indebtedness of Twenty Two Thousand and 00/100's-----

Dollars (\$ 22,000.00' & executed a mortgage of even date herewith, mortgaging to

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

LOT 62 IN BAUWENS AND STEWART'S SUBDIVISION OF PART OF BLOCK 20 IN THE CANAL TRUSTEES' SUBDIVISION OF PART OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1541 W. CORTEZ, CHICAGO, ILLINOIS 60622

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

NOW, THEREFORE, in order to texthere secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer, 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 nemises 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 Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such cases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevoca'ny popoint 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 in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Mortgagee may 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 rail expenses for the care and management of said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker for lensing said premises and collecting rents and the expense for such attorneys, agents and servants as may true analysis.

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 permonth 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 tactily shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any notifie 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 bonefit of the heirs, executors, administrators, successors and assigns of the portice 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 right under this Assignment until after default in 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 First

December A. D., 19 87 day of Tiago ___(SEAL) __(SEAL) STATE OF Illinois I, the undersigned, a Notary Public in COUNTY OF Cook

they

their

Chicago, Illinois 60622

subscribed to the foregoing instrument.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Santiago Boyas, and Isabel Boyas, his wife, personally known to me to be the same persons whose names are

signed, sealed and delivered the said instrument

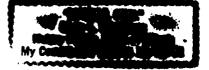
free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this Filst

, A.D. 19 87 **a**cember Notary Public

THIS INSTRUMENT WAS PREPARED BY: BOX 218 Kathleen A. Wilson Security Federal Savings & Loan Association of Chicago 1209 N. Milwaukee Avenue

appeared before me this day in person, and acknowledged that



UNOFFICIAL COPY

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Property of Coot County Clerk's Office