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JOSE TRINIDAD NUNEZ AND MARIA VIRGINIA NUNEZ, HIS KNOW ALL MEN BY THESE PRESENTS, that WIFE

CITY of the

CHICAGO

COOK , County of

. and State of

in order to secure an indebtedness of THIRTY TWO THOUSAND and no/100-----

Dollars (\$ 32,000.00 ), executed a mortgage of even date herewith, mortgaging to

GreatAmerican Federal Savings and Loan Association, Oak Park, Illinois,

the following described real estate:

LOT 20 IN THE SUBDIVISION OF BLOCK 11 IN STEEL'S SUBDIVISION OF THE SOUTHEAST 1/4 AND THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, TLLINOIS.

P. A. 2749 S. HOMAN CHICAGO, IL 60623

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HHO PERMANENT INDEX WIBER: VOLUME: 16-26-412-070 577 and, whereas, said Association 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 undereigned hereby assign , training and set over unto said Association, hereinafter referred to as the Association, and/or its successors and assigns, all the rents new 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 he safter made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intent on hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the disociation and sepecially those certain leases and agreements now existing upon the property bereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association 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 names of the undersigned, as it may consider expedient, and to make such repair. \*\* for premises as it may deem proper or advisable, and to do snything in and about said premises that the undersigned might do nereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association 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 said Association, 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 customer formmissions to a real estate broker for lessing said premises and collecting rents and the expense for such attorneys, agents and arguments as may reasonably be necessary.

It is understood and agreed that the Association will not exercise its eights under this Assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

It is further understood and agreed, that in the event of the exercise of this evalgnment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each runt, 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 if itself constitute a forcible entry and detainer and the Association 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 herete and assigns of the parties here and assigns of the parties here as a partie of the parties here and assigns running with the land, and shall continue in full force and effect until all of the indebtedness of lability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney fall terminate.

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

🛁 IN WIT	NESS WHERE	EOF, the unde	ersigned have hereu	nto set their hands and sea	is this 7TH
day of	JANUARY DAD NUNEZ	ning	.A. D., 19.87	MARIA VIRGINIA	PINEZ (SEAL)
BTATE OF	Illinois	1	(SEAL)		(SEAL)
COUNTY OF	Cook	<b>36.</b>	I. the u	ndersigned	, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSE TRINIDAN NUNEZ AND MARIA VIRGINIA NUNEZ, HIS WIFE personally known to me to be the same persons whose name #

subscribed to the foregoing instrument,

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

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

OFFICIAL SEAL Victoria Kavalauskas Notary Public, State of Illinois My Commission Expires Jan. 17, 1990

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Assignment of Rents for Individuals INST AR-19, Illinois, saves reuses

, A.D. 19 87 .

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## **UNOFFICIAL COPY**

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