

# UNOFFICIAL COPY

07-24-302-016-1300

(Individual Form)

Loan No. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that MARGARET L. BROWN, SPINSTER  
of the \_\_\_\_\_ of SCHAUMBURG, County of COOK, and State of ILLINOIS

In order to secure an indebtedness of SIXTY SEVEN THOUSAND FIVE HUNDRED AND NO/100  
67,500.00 87079055

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

CAPITOL FEDERAL SAVINGS OF AMERICA

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

SEE ATTACHED RIDER.

COMMONLY KNOWN AS: 251 ~~WILLOWWOOD~~ <sup>ARRGHWOOD MB</sup> COURT  
SCHAUMBURG, ILLINOIS 60193

DEPT-01 RECORDING \$11.25  
TR4444 TRAN 0167 02/09/87 13:52:00  
#3412 # ID #---37--- 79055  
COOK COUNTY RECORDER

87079055

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 assigns, transfers and sets 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 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 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 assignments now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint 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 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 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 Mortgagee 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 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 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 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 29TH

day of JANUARY A. D. 19 87

\_\_\_\_\_  
(SEAL) MARGARET L. BROWN/SPINSTER (SEAL)  
\_\_\_\_\_  
(SEAL) (SEAL)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )  
I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARGARET L. BROWN, SPINSTER

personally known to me to be the same person whose name IS subscribed to the foregoing instrument.

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

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

GIVEN under my hand and Notarial Seal, this

29th \_\_\_\_\_ A. D. 19 87  
\_\_\_\_\_  
Notary Public  
Notary Public, State of Illinois  
My Commission Expires: May 21, 1990

THIS INSTRUMENT WAS PREPARED BY

CAPITOL FEDERAL SAVINGS OF AMERICA  
3960 WEST 95TH STREET  
EVERGREEN PARK, ILLINOIS 60642



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Property of Cook County Clerk's Office

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UNIT NUMBER 5-12-118-R-D-1 TOGETHER WITH A PERPETUAL AND EXCLUSIVE EASEMENT IN AND TO GARAGE UNIT NUMBER G5-12-118-R-D-1 AS DELINEATED ON A PLAT OF SURVEY OF A PARCEL OF LAND BEING A PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 (EXCEPT THE SOUTH 1/2) OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, (HEREINAFTER REFERRED TO AS "DEVELOPMENT PARCEL") WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM MADE BY CENTRAL NATIONAL BANK IN CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1976, KNOWN AS TRUST NUMBER 21741, RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, MARCH 25, 1977 AS DOCUMENT 23863582, AS AMENDED FROM TIME TO TIME, TOGETHER WITH A PERCENTAGE OF COMMON ELEMENTS APPURTENANT TO SAID UNITS AS SET FORTH IN SAID DECLARATION AS AMENDED FROM TIME TO TIME, WHICH PERCENTAGE SHALL AUTOMATICALLY CHANGE IN ACCORDANCE WITH AMENDED DECLARATIONS AS SAME ARE FILED OF RECORD PURSUANT TO SAID DECLARATION, AND TOGETHER WITH ADDITIONAL COMMON ELEMENTS AS SUCH AMENDED DECLARATIONS ARE FILED OF RECORD, IN THE PERCENTAGES SET FORTH IN SUCH AMENDED DECLARATIONS WHICH PERCENTAGES SHALL AUTOMATICALLY BE DEEMED TO BE CONVEYED EFFECTIVE ON THE RECORDING OF SUCH AMENDED DECLARATIONS AS THOUGH CONVEYED HEREBY.

07-24-802-016-1300  
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