

UNOFFICIAL COPY

(Individual Form)

6 4 2 6 8346
Loan No. 0

KNOW ALL MEN BY THESE PRESENTS, that DONNA M. DEVAUL, DIVORCED, NOT SINCE REMARRIED
of the VILLAGE of FOREST PARK, County of COOK, and State of ILLINOIS
in order to secure an indebtedness of THIRTY-TWO THOUSAND FOUR HUNDRED AND 0/100

Dollars (\$ 32,400.00), executed a mortgage of even date herewith, mortgaging to
INLAND MORTGAGE CORPORATION

87164260

hereinafter referred to as the Mortgagee, the following described real estate:
SEE ATTACHED LEGAL DESCRIPTION WHICH IS TO BECOME PART OF THIS DOCUMENT.
PERM. TAX #15-12-432-033-1028, VOL. 163. COMMON ADDRESS: 7432 W. WASHINGTON STREET #501

DEFT-01 RECORDING 11.25
T#0222 TRAN 0210 03/27/87 15:23:00
#2746 # 13 *--87--164260
COOK COUNTY RECORDER

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 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 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 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 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 rights 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 26TH

MARCH 26, 1987

day of MARCH, A. D., 1987

Donna M. Devaul
DONNA M. DEVAUL

(SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Donna M. Devaul, Divorced and not since remarried

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 she signed, sealed and delivered the said instrument

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

GIVEN under my hand and Notarial Seal, this 26th

day of March

A. D. 1987

Notary Public

"OFFICIAL SEAL"
Kathleen E. Horne
Notary Public, State of Illinois
My Commission Expires 3/2/88

THIS INSTRUMENT WAS PREPARED BY:
INLAND MORTGAGE CORPORATION
2100 CLEARWATER DRIVE
OAK BROOK, ILLINOIS 60521
PREPARER: ERIC J. WEBB

11 00 MAIL

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87164260

LEGAL DESCRIPTION

Unit No. 501 in the Village Condominium as delineated on a survey of the following described real estate:

PARCEL 1

Commencing at the Northwest corner of Lot 1 in Block 35 in the Subdivision of part of the Southeast 1/4 of Section 12, Township 39 North, Range 12, of the Third Principal Meridian, running thence South along the West line of said Lot 1, 29.26 feet; thence East 177.0 feet to a point on the East line of said Lot 1, 27.33 feet South of the Northeast corner thereof; thence North parallel with the West line of said Lot 1 to the Northeast corner thereof; thence West along the North line of said Lot 1 to the place of beginning.

PARCEL 2

Lot 8 in Follner's Subdivision of the South 1/2 of Block 30 in Railroad Addition to the town of Harlem in the Southeast 1/4 of Section 12, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County;

which survey is attached as Exhibit "A" to a Declaration of Condominium Ownership made by Central National Bank in Chicago, as Trustee under Trust No. 22594, recorded December 7, 1979, as Document 25273241, together with the undivided percentage interest appurtenant to the said Units in the property described in said Units in the property described in said Declaration of Condominium Ownership (excepting the Units as defined and set forth in the said Declaration and Survey).

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