

Box 403

UNOFFICIAL COPY

Loan No. 01-39436-05

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

87254725

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, KEVIN FAY and MARY FAY, HUSBAND AND WIFE of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO /100

Dollars (\$ 175000.00 ), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Mortgagee, the following described real estate: LOT 31 AND THE NORTH 17 FEET OF LOT 30 IN BLOCK 12 IN THE TOWN OF EDISON PARK, A SUBDIVISION IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 6861 N. OVERHILL, CHICAGO, ILLINOIS 60631.

PERMANENT INDEX #09-36-109-005 DA0 KB COMMONLY KNOWN AS: 6861 N. OVERHILL, CHICAGO, ILLINOIS 60631

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 let 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, 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 hereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 16TH

day of APRIL A.D., 19 87

Kevin Fay (SEAL) KEVIN FAY (SEAL)

Mary Fay (SEAL) MARY FAY (SEAL)

STATE OF ILLINOIS } ss. COUNTY OF COOK }

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT KEVIN FAY and MARY FAY, HUSBAND AND WIFE

personally known to me to be the same person s whose name s 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 16TH day of APRIL A.D. 19 87

Mark A. Casaletti Notary Public

COMMISSION EXPIRES 12-3-1990

OFFICIAL SEAL Mark A. Casaletti Notary Public State of Illinois My Commission Expires 12/3/90

0791500

INDIVIDUALS

87254725

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its

\_\_\_\_\_  
President and its corporate seal to be hereunto affixed and attested by its

Secretary this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_.

ATTEST

By \_\_\_\_\_

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

I, \_\_\_\_\_, a Notary Public in and for said County, in  
the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_

\_\_\_\_\_  
President of \_\_\_\_\_  
and \_\_\_\_\_ Secretary of said Corpora-  
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-

ment as such \_\_\_\_\_ President, and \_\_\_\_\_ Secretary, respectively, appeared before me  
this day in person and acknowledged that they signed and delivered the said Instrument as their own free and  
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;

and the said \_\_\_\_\_ Secretary then and there acknowledged that \_\_\_\_\_ as custodian of the  
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as \_\_\_\_\_ own free  
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public.

MY COMMISSION EXPIRES \_\_\_\_\_

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THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

DEPT-01 RECORDING

\$12.00

T#4444 TRAN 1978 05/12/87 10:07:00

#5723 (S.D.) #587-254725

COOK COUNTY RECORDER

87254725

Boo 403

UNOFFICIAL COPY

87254725

Loan No. 01-39436-05

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

87254725

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, KEVIN FAY and MARY FAY, HUSBAND AND WIFE of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED SEVENTY-FIVE THOUSAND AND NO /100 Dollars (\$ 175000.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Mortgagee, the following described real estate: LOT 31 AND THE NORTH 17 FEET OF LOT 30 IN BLOCK 12 IN THE TOWN OF EDISON PARK, A SUBDIVISION IN SECTION 36, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 6861 N. OVERHILL, CHICAGO, ILLINOIS 60631.

PERMANENT INDEX 009-36-109-005

COMMONLY KNOWN AS: 6861 N. OVERHILL, CHICAGO, ILLINOIS 60631

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 convey 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 relet 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 16TH

day of APRIL A.D. 19 87

Kevin Fay (SEAL) KEVIN FAY (SEAL)

Mary Fay (SEAL) MARY FAY (SEAL)

STATE OF ILLINOIS } COUNTY OF COOK }

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT KEVIN FAY and MARY FAY, HUSBAND AND WIFE

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 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 16TH day of APRIL A.D. 19 87

Mark A Casaletti Notary Public

MY COMMISSION EXPIRES 12-3-1990

OFFICIAL SEAL Mark A. Casaletti Notary Public - State of Illinois My Commission Expires 12/3/90

Boo 403

INDIVIDUALS

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its

\_\_\_\_\_  
President and its corporate seal to be hereunto affixed and attested by its

Secretary this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_.

ATTEST

By \_\_\_\_\_

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

STATE OF \_\_\_\_\_ } SS.  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in

the State aforesaid, DO HEREBY CERTIFY THAT \_\_\_\_\_

\_\_\_\_\_  
President of \_\_\_\_\_

and \_\_\_\_\_ Secretary of said Corpora-  
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-

ment as such \_\_\_\_\_ President, and \_\_\_\_\_ Secretary, respectively, appeared before me  
this day in person and acknowledged that they signed and delivered the said Instrument as their own free and  
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;

and the said \_\_\_\_\_ Secretary then and there acknowledged that \_\_\_\_\_ as custodian of the  
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as \_\_\_\_\_ own free  
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public.

MY COMMISSION EXPIRES \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

DEPT-91 RECORDING

\$12.00

T#4444 TRAM 1978 05/12/87 10:09:00

#5723 B.D. M-87-254725

COOK COUNTY RECORDER

12.00