

**UNOFFICIAL COPY**

THIS INSTRUMENT WAS PREPARED BY: **BRIAN C. WATSON**  
6041 W. CERMAK RD. - CICERO, ILL 60650

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KNOW ALL MEN BY THESE PRESENTS, that whereas, **GAYLE A. ENBLOM, MARRIED TO CHARLES E. ENBLOM** of the CITY of **CHICAGO**, County of **COOK**, and State of **ILLINOIS**, in order to secure an indebtedness of **SEVENTY ONE THOUSAND SIX HUNDRED AND NO/100** Dollars (\$**71,600.00**), executed a mortgage of even date herewith, mortgaging to **HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.**

the following described real estate: **UNIT K TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN SAYRE GARDEN CONDOMINIUM, AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 87-22-8534, IN: LOT 10, 11 AND THE NORTH 22-1/2 FEET OF LOT 14 IN BLOCK 4 IN MONTE CLARE, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 31 AND PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

and, whereas, **HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.** 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 **GAYLE A. ENBLOM, A MARRIED WOMEN (CHARLES E. ENBLOM - WAVIER OF HOMESTEAD)** hereby assign, **S** transfer **S** and set **S** over unto **HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.**

hereinafter referred to as the Association, 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 Association 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 Association and especially those certain leases and agreements now existing upon the property hereinabove 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 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 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 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 understood and agreed that the Association 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.

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 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 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 Association shall have been fully paid, at which time this assignment and power of attorney shall 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 WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this **29** day of **MAY**, A. D., 19 **87**.

**X Gayle A. Enblom** (SEAL)  
\*\*\* **X Charles E. Enblom** (SEAL)  
\*\*\* Charles E. Enblom is signing this Document for the sole purpose of waiving his homestead rights. (SEAL)

87341060

STATE OF ILLINOIS  
COUNTY OF **Cook** ss.  
I, **He undersigned**, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

**GAYLE A. ENBLOM, MARRIED TO CHARLES E. ENBLOM** 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 **29** day of **June**, A. D., 19 **87**  
**Carolyn Ritten**  
Notary Public, State of Illinois  
My Commission Expires June 25, 1989

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UNOFFICIAL COPY

Box

Assignment of Rents

GAYLE A. ENBLON, A MARRIED WOMEN

(CHARLES F. ENBLON, WAIVER OF HOMESTEAD)

TO

HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A.

UPON PROPERTY LOCATED AT:

2150 NORTH SAYRE AVENUE CHICAGO, IL 60635

Loan No. 15-8

MAIL TO:

HOMETOWN SAVINGS AND LOAN ASSOCIATION, F.A. 6041 WEST CERMAK ROAD CICERO, IL 60650

O. K. Press

\$12.00 MAIL

DEPT. OF RECORDING \$12.25  
TRAN 0478 06/23/87 10:04:00  
MAILED \* 87-341060  
COOK COUNTY RECORDER

Property of Cook County Clerk's Office

87-341060

IN TESTIMONY WHEREOF, the undersigned  
hath caused these presents to be signed by its President and its corporate seal to be here-  
unto affixed and attested by its Secretary this ..... day of ..... A. D., 19.....  
ATTEST  
Secretary  
President  
By .....  
COUNTY OF ..... } SS  
STATE OF ILLINOIS  
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 instrument as such  
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