5-01-0-001238-6

KNOW ALL MEN BY THESE PRESENTS, that

JOHN MIKULICH AND JULIA MIKULICH, HIS WIFE

of the VILLAGE

of TINLEY PARK

COOK , County of

, and State of ILLINOIS

In order to secure an indebtedness of ***FORTY THOUSAND AND NO/100**********************

Dollars (\$ 40,000.00), executed a mortgage of even date herewith, mortgaging to

CO-OPERATIVE FEDERAL SAVINGS AND LOAN ASSOCIATION hereinafter referred to as the Mortgagee, the following described real estate:

> LOT 62 IN TINLEY MEADOWS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23; OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, ALL IN TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 30, 1979, AS DOCUMENT NUMBER 24939670, IN COOK COUNTY, TLLINOIS.

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and, whereas, said Mortg kee 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 a transfer and set over unto said Mortgages, and or its successors and assigns, all the rents mow 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 precises herein described, which may have been heretofore or may be hereafter made or agreed to by the Mortgages 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 Mortgages and especially those certain leases and agreements now exist of upon the property hereinabove described.

The undersigned, do hereby irre-ocably appoint the Mortgages the agent of the undersigned for the management of said property, and do hereby authorize the Mortgages to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in a macetion with said premises in its own name or in the name(s) of the undersigned as it may consider expedient, and to make such set of the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned high do, hereby ratifying and confirming anything and everything that the Mortgages may do.

It is understood and agreed that the Mortgagee saw Chave the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liablity of the undersigned to the Mortgagee, due or to become due, or that may be reafter 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 meanth shall, in and of itself constitute a forcible entry and detainer and the Mortgagee may in its own name and without any policy or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and pew c of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties bereto 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 Mortgages 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 hereu der 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

JUNE A. D., 19-87 (SEAL) (SEAL)

(SEAL) JULIA MIKULICH

(SEAL)

JILINOUS STATE OF COUNTY OF COOK

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT John M. Mikulich & Julia Mikulich, His Wife.

to me to be the same person—whose name

are

subscribed to the foregoing instrument.

appeare

GIVE

ne this day in person, and acknowledged that

they

signed, sealed and delivered the said instrument

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

> 9th day of

hand and Notarial Seal, this June

THIS (NSOBLIMANT AWAS PREPARED B

6125 So. Cass Ave. 60559 Westmont, Ill.

"OFFICIAL SEAL" Debra L. O'Shaughnessy Notary Public, State of Illinois My Commission Expires 3/3/91

44012-3 (1774) 32AR---Standard Individual Form Assignment of Rents for use with Standard Mortgage Form 30MI and Standard Promissory Note Form 31MI

SAF Systems and Forms (American Savings & Accounting Supply, Inc.)

UNOFFICIAL COPY

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