

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

87394063

KNOW ALL MEN BY THESE PRESENTS, that whereas George Zayed, a married man

in order to secure an indebtedness of FIFTY SEVEN THOUSAND TWO HUNDRED FORTY EIGHT AND 00/100  
(\$57,248.00)---- DOLLARS, executed a mortgage or even date here-  
with to All American Bank of Chicago

on the following described real estate:

Parcel 1: Lot 2 in Martha E. Buckingham's Subdivision of part of the West 1/2 of Block 16 in Union Park Second Addition to Chicago, (Except that part lying West of a line 50 feet East of and parallel with the West line of Section 8, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois. Parcel 2: Lot 1 in M. E. Buckingham Subdivision of part of the West 1/2 of Block 16 in Union Park Second Addition to Chicago in the South West 1/4 of Section 8, Township 39 North, Range 14 East of the Third Principal Meridian (except that part of said Lot 1 taken for widening Ashland Avenue) all in Cook County, Illinois.

Commonly known as 135 N. Ashland Avenue, Chicago, IL 60607

*Exhibit A*  
Permanent tax i.d. #: 17-08-315-001 and 17-08-315-002

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and, whereas, the All American Bank of Chicago is the holder of said Trust Deed 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, George Zayed, a married man

hereby assign, transfer and set over unto the All American Bank of Chicago

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 said trustee 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 rights hereunder unto the said trustee and especially those certain leases and agreements and all the rights hereunder unto the said trustee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said trustee the agent of the undersigned for the management of said property, and do hereby authorize the said trustee 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 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 trustee may do.

It is understood and agreed that the said trustee shall have the power to use and apply said rents, issue and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said trustee, 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 letting said premises and collecting rents and the expenses for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the said trustee will not exercise its rights under this Assignment until after default in any payment secured by the trust deed 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 said trustee 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 trustee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the said trustee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the said trustee of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the 1st day of July, 19 87

*George Zayed*

(Seal)

(Seal)

## Assignment of Rents

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5 1601 4010 :

DEPT-91 RECORDING \$12.00  
T#1111 T#NN 0023 97/16/87 16:08:00  
#499 # A \* -87-394063  
COOK COUNTY RECORDER

Notary Public

•A.D.

Given under my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_

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

3394063  
Norbury Public

A.D. 1987

Green under my hand and natural earth this 17<sup>th</sup> day of July  
Photocopies herein set forth, including the relevant and material portions of the original document as ~~herein~~ true and voluntarily act, for the uses and  
seated and delivered this 17<sup>th</sup> day in person and acknowledged that ~~herein~~ he signed.  
Given (signature), and agreed before me this day in the year and acknowledged that he signed.  
Signature by whom so to be this same person whose name S. H. S. subscribed to the foregoing instrument.

I, JESSE J. NELSON, M. A. P.C.C.,  
a Notary Public in and for said County in the State aforesaid, do hereby certify that