

*Handwritten initials*

THIS INSTRUMENT PREPARED BY  
AND MAIL TO:  
JOSEPH L. SCHEURICH  
6316 SOUTH WESTERN  
CHICAGO, ILLINOIS 60636

UNOFFICIAL COPY

88405736

12<sup>00</sup>

ASSIGNMENT OF RENTS

BOX 333 - TH

KNOW ALL MEN BY THESE PRESENTS, that whereas, Eugene J. Larcker and Ann Larcker,  
His wife;

of the City of Chicago, County of Cook  
and State of Illinois

in order to secure an indebtedness of One Hundred Twenty Five Thousand And No/100 Dollars (\$ 125,000.00) executed a Trust Deed of even date herewith, conveying to MARQUETTE NATIONAL BANK, A National Banking Association, doing business in Chicago, Illinois the following described real estate:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE WEST 125 FEED OF THE EAST 158 FEET OF THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 13, IN COOK COUNTY, IL

and, whereas, MARQUETTE NATIONAL BANK is the holder of said Trust Deed and Note secured thereby: NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned Eugene J. Larcker and Ann Larcker, his wife;

hereby assign and transfer s., and set s., over unto MARQUETTE NATIONAL BANK hereinafter referred to as the bank, 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 Bank 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 Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby authorize the said Bank to manage said property, and do hereby authorize the Bank 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.

It is understood and agreed that the said Bank 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 said Bank, 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 Bank will not exercise its right 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 Bank 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 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 Bank shall have been fully paid, at which time this assignment shall terminate.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 22 day of SEPTEMBER, A.D. 19 88

4601 WEST 48TH STREET  
CHICAGO, ILLINOIS 60632 PIN #19-10-104-002-0000

*Eugene J. Larcker*  
Eugene J. Larcker

*Ann Larcker*  
Ann Larcker

88405736

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 Eugene J. Larcker and Ann Larcker, his wife;

personally known to me to be the same person s. whose name s. subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that s. 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 22 day of SEPTEMBER, A.D. 19 88

*Clara B. Miller*  
Notary Public



COOK COUNTY, ILLINOIS  
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