

UNOFFICIAL COPY

Loan No. 02-44368-02

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, JAMES SCOTT and PATRICIA SCOTT, HUSBAND AND WIFE of the CITY of DES PLAINES, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED SEVENTY-SIX THOUSAND TWO HUNDRED AND NO /100 Dollars (\$ 176200.00) I, 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:

PARCEL 22: THE PART OF LOT 1854 (EXCEPT THAT PART OF SAID LOT 1854 LYING SOUTH OF A LINE DRAWN AT 29 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 110.40 FEET NORTH THE SOUTHEAST CORNER OF SAID LOT). IN SECTION 27, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF SAID LOT 1854 AT A POINT 870.51 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1854 THENCE EAST 125.65 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREON DESCRIBED; (FOR THE PURPOSE OF DESCRIBING THIS PARCEL WEST LINE OF SAID LOT 1854 IS TAKEN AS "NORTH AND SOUTH") THENCE NORTH 51.09 FEET THENCE EAST 45.00 FEET; THENCE SOUTH 1.63 FEET; THENCE WEST 6.00 FEET; THENCE SOUTH 50.00 FEET; THENCE WEST 45.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

PARCEL 23: EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 2438-473, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 1077 Dickens Way, Schaumburg, IL 60193
PERMANENT INDEX #07-27-302-020

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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 25TH

day of AUGUST A.D. 19 88
James Scott (SEAL) Patricia Scott (SEAL)
JAMES SCOTT PATRICIA SCOTT
(SEAL) (SEAL)

STATE OF ILLINOIS
COUNTY OF Cook } ss

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES SCOTT and PATRICIA SCOTT, 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 25TH day of AUGUST A.D. 19 88

MY COMMISSION
Notary Public, State of Illinois
Margaret S. Sika
OFFICIAL SEAL

Margaret Sika
Notary Public, State of Illinois
My Commission Expires 08-20-90
OFFICIAL SEAL

20192409

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 _____ }
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 Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument 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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T#1111 TRAN 5476 09/09/88 11:25:00
#3165 #A *-88-412109
COOK COUNTY RECORDER

mail to:

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



88412109

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UNOFFICIAL COPY

MY COMMISSION EXPIRES SEPTEMBER 25, 1988
 PUBLIC STATE NOTARY
 STATE OF ILLINOIS
 My Commission Expires SEP 25 1988

P-1-12

S T A U D I O N

GIVEN under my hand and Notarial Seal, this 25TH day of AUGUST A.D. 19 88

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

appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument

personally known to me to be the same person whose name is subscribed to the foregoing instrument.

PATRICIA SCOTT, HUSBAND AND WIFE

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES SCOTT and

COUNTY OF COOK

STATE OF ILLINOIS
 JAMES SCOTT
 PATRICIA SCOTT

day of AUGUST A.D. 19 88

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 25TH

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.

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.

It is understood and agreed that the Mortgagee shall have been fully paid at which time this assignment and power of attorney shall terminate and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the benefit of the heirs, executors, administrators, successors and assigns of the party herein and shall be construed as a covenant

detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the Mortgagee and the Mortgagee may in its own name and without any notice in writing demand maintenance of a forcible entry and

signed to promptly pay said rent on the first day of each and every month thereafter, and if it fails to do so on the part of the undersigned and agreed that in the event 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 and the expense for such attorneys, agents and servants as may reasonably be necessary.

the payment of any present or future indebtedness or liability of 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 of a real estate broker for leasing said premises and collecting rents.

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 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 of a real estate broker for leasing said premises and collecting rents.

The undersigned do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said premises, and do hereby authorize the Mortgagee to let and to 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, and to do anything in and about said premises that the undersigned might or hereby ratify and confirm, anything and everything that the Mortgagee may do.

and, where, said Mortgagee is the holder of said mortgage and the note secured thereby.

COMMONLY KNOWN AS 1077 DICKENS WAY, SCHÄUBURG, ILLINOIS 60193

Assignment of Rents

Loan No 02-44368-02

Handwritten notes and numbers in the bottom right corner, including '403', '403', and '403756'.

UNOFFICIAL COPY

See

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

DEPT-01
T#1111 TRAN S475 09/09/88 11:25:00
#3165 #4 *88-412109
COOK COUNTY RECORDER

10/1 to

5 4 3 2 1 0 9 8 7 6 5 4 3 2 1 0

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

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

88412109

MY COMMISSION EXPIRES