

# UNOFFICIAL COPY

88149502

## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas Ihor Hnytka, married to Virginia Hnytka

in order to secure an indebtedness of Eighty Thousand and no/100  
(\$80,000.00) DOLLARS, executed a note or even date here-  
with to All American Bank of Chicago 3611 N. Kedzie, Chicago, IL 60618

on the following described real estate:

LOT 4 IN BLOCK "A" IN ROBERTSON AND PATTEN'S ADDITION TO PALATINE, A  
SUBDIVISION OF THE SOUTH HALF OF THE EAST HALF OF THE NORTHEAST QUARTER  
OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT TAX I.D. #02-15-208-014

COMMONLY KNOWN AS: 24 W. COMFORT, PALATINE, ILLINOIS

THIS DOCUMENT PREPARED BY: PATRICIA A. STEFFENSEN, ALL AMERICAN BANK OF  
CHICAGO 3611 N. KEDZIE, CHICAGO, ILLINOIS 60618

88149502

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, Ihor Hnytka and Virginia Hnytka

hereby assign, transfer and set over unto the All American Bank of Chicago  
3611 N. Kedzie, Chicago, Illinois 60618

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 avails hereunder unto the said trustee and especially those certain leases and agreements and all the avails 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, or to pay expenses incurred, 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 avails, issues 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 leasing 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 12th day of September 1988.

Virginia Hnytka is signing this instrument  
solely for the purpose of waiving all of  
his/her rights under any applicable  
homestead marriage or dissolution of  
marriage laws.

(S) Ihor Hnytka ..... (Seal)  
Ihor Hnytka  
(S) Virginia Hnytka ..... (Seal)  
Virginia Hnytka

## Assignment of Rents

19th American Bank  
3611 N. Kedzie  
Chicago, Illinois  
**WTH**

~~CO~~ Thor Thutka and Virginia Huttka  
24 W. Comfort  
Dolatine, Illinois

# ~~UNOFFICIAL COPY~~

88449502

00-01 RECORDING \$12.00  
22222 TRAIN 0184 09/29/88 16:16:00  
0775 + B \* -B- -4-9502  
COOK COUNTY RECORDER

Digitized by srujanika@gmail.com

-6-

• Notary Publics in mind for said County in the State of Oregon, do hereby certify that \_\_\_\_\_, President of

personally known to me to be the same person whose name gave immediate reference to the force calling him in to make arrangements before the day in person and acknowledged that he signed. Along instructions, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Frank Free and voluntary set forth, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

My Commision Expires 2-26-91  
Notary Public, State of Illinois  
Patricia A. Stellissen

COUNTRY OF  
DATE OF