

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

13.00

KNOW ALL MEN BY THESE PRESENTS, that whereas, WERNER K. ZIEBLER AND GLORIA V. C. ZIEBLER, HIS WIFE of the CITY of BLUE ISLAND, IL 60406 of COOK State of ILLINOIS in order to secure an indebtedness of \*\*\*SEVENTY-FIVE THOUSAND AND 00/100\*\*\* Dollars (\$ 75,000.00 )

executed a mortgage of even date herewith, mortgaging to CLYDE FEDERAL SAVINGS AND LOAN ASSOCIATION

the following described real estate:  
THE LEGAL DESCRIPTION OF THE PREMISES HEREBY MORTGAGED IS CONTAINED IN RIDER ATTACHED HERETO AND HEREBY MADE A PART HEREOF.

PARCEL 1:  
THE EAST 60 FEET OF THE WEST 205 FEET (EXCEPT THE SOUTH 98 1/2 FEET THEREOF) OF LOT 4 IN PETER ENGLAND'S SUBDIVISION OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN

ALSO  
PARCEL 2:  
EASEMENTS AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT 'A' THERETO ATTACHED DATED MARCH 1964 AND RECORDED MARCH 23, 1964 AS DOCUMENT NO. 19079953 MADE BY SKY VIEW BUILDING CORPORATION, AN ILLINOIS CORPORATION AND AS CREATED BY THE DEED FROM SKY VIEW BUILDING CORPORATION TO WALTER J. MORGAN AND JOANNE B. MORGAN HIS WIFE, DATED JUNE 12, 1964 AND RECORDED JULY 7, 1964 AS DOCUMENT 19177013 FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS OVER AND ACROSS: THE WEST 6.0 FEET OF THE EAST 128.0 FEET OF LOT 4 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN PETER ENGLAND'S SUBDIVISION AFORESAID

ALSO  
THE SOUTH 6.0 FEET OF THE NORTH 103.0 FEET (EXCEPT THE WEST 145.0 FEET AND EXCEPT THE EAST 10.0 FEET THEREOF) OF LOT 4 (EXCEPT THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID) IN PETER ENGLAND'S SUBDIVISION AFORESAID

ALSO  
THE WEST 6.0 FEET OF THE EAST 35 1/2 FEET OF LOT 4 IN PETER ENGLAND'S SUBDIVISION AFORESAID

ALSO  
EASEMENT FOR PARKING OVER AND ACROSS THE WEST 20 1/2 FEET OF THE EAST 30 1/2 FEET OF LOT 4 IN PETER ENGLAND'S SUBDIVISION AFORESAID

ALSO  
THE SOUTH 9.0 FEET (EXCEPT THE WEST 145.0 FEET AND EXCEPT THE EAST 10.0 FEET) OF LOT 4 IN PETER ENGLAND'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS

do hereby warrant 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 Association may do

It is understood and agreed that the said Association 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 Association, 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 Association 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 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 Association 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 13th day of OCTOBER A. D. 1988.

*Werner K. Ziebler*  
*Gloria V. C. Ziebler*

*Werner K. Ziebler* (SEAL)  
*Gloria V. C. Ziebler* (SEAL)  
(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

WERNER K. ZIEBLER AND GLORIA V. C. ZIEBLER, HIS WIFE personally known to me to be the same persons whose names 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 13th day of October A. D. 1988  
"OFFICIAL SEAL"  
Anne M. Stark  
Notary Public, State of Illinois  
My Commission Expires 11-16-91

*Anne M. Stark*  
Notary Public.

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UNOFFICIAL COPY

Box

# Assignment of Rents

WERNER K ZIEHLER AND GLORIA V. C. ZIEHLER, HIS WIFE

TO

CITIZEN FEDERAL SAVINGS AND LOAN ASSOCIATION

Loan No. 58778-2-PC  
BOX 333 - GG

Mailed To: Citiz Federal Savings & Loan  
7222 W. CERMAK ROAD  
NORTH RIVERSIDE, IL 60546

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Property of Cook County Clerk's Office

IN TESTIMONY WHEREOF, the undersigned hath 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

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 their 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.

UNOFFICIAL COPY



Notary Public

GIVEN under my hand and official seal, this 17th day of October, 1988, I, a Notary Public in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT WERNER K. ZIEBLER AND GLORIA V. C. ZIEBLER, HIS WIFE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, signed, sealed and delivered before me this day in person, and acknowledged that they have and voluntarily act, for the uses and purposes therein set forth, free and voluntary act, for the uses and purposes therein set forth, they

STATE OF ILLINOIS COUNTY OF Cook ss. the undersigned

(SEAL) (SEAL) (SEAL) (SEAL)

day of OCTOBER, A.D. 1988, IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 17th day of October, 1988.

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The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise hereafter. fully paid, at which time this assignment and power of attorney shall terminate. The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise hereafter.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after the failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise hereafter.

The undersigned, do hereby irrevocably appoint the Association the agent of the undersigned for the management of said premises, and do hereby authorize the Association to let and re-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, 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 ratify, confirm and confirming anything and everything that the said Association may do.

PERMANENT INDEX NO. 29-06-102-028 VOLUME 196 and, whereas, CLYDE FEDERAL SAVINGS AND LOAN ASSOCIATION said mortgage and the same secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned, WERNER K. ZIEBLER AND GLORIA V. C. ZIEBLER, HIS WIFE, hereby assign, transfer, and set over unto CLYDE FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Association, 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 Association 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 avals hereunder unto the Association and especially those certain leases and agreements now existing upon the prop-

erty hereinabove described. The undersigned, do hereby irrevocably appoint the Association the agent of the undersigned for the management of said premises, and do hereby authorize the Association to let and re-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, 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 ratify, confirm and confirming anything and everything that the said Association may do.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after the failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise hereafter.

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# UNOFFICIAL COPY

IN TESTIMONY WHEREOF, the undersigned

hath 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 ILLINOIS }  
COUNTY OF } ss.

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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, she affix the corporate seal of said Corporation to said Instrument as her 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 notary seal, this day of, A. D., 19

Notary Public.

COOK COUNTY CLERK'S OFFICE  
1923 OCT 13 AM 10:44 88470634

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Box

## Assignment of Rents

WERNER K. ZIEHLER AND GLORIA V. C. ZIEHLER, HIS WIFE

TO

CLYDE FEDERAL SAVINGS AND LOAN ASSOCIATION

Loan No. 58718-2-RC-  
POX 333-GG

Mail To: Clyde Federal Savings & Loan  
7222 W. Cermak Road  
North Riverside, IL 60546

ALSO EASEMENT FOR PARKING OVER AND ACROSS THE WEST 20 1/2 FEET OF THE EAST 30 1/2 FEET OF LOT 4 IN PETER ENGLAND'S SUBDIVISION AFORESAID  
ALSO THE SOUTH 9.0 FEET (EXCEPT THE WEST 145.0 FEET AND EXCEPT THE EAST 10.0 FEET) OF LOT 4 IN PETER ENGLAND'S SUBDIVISION AFORESAID, ALL IN COOK COUNTY, ILLINOIS

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