

UNOFFICIAL COPY

ASSIGNMENTS OF RENTS

88-489041

KNOW ALL MEN BY THESE PRESENTS,

that the undersigned,

DAVID C. MOYNIHAN AND CONSTANCE H. MOYNIHAN, HUSBAND AND WIFE

of the CITY of WINNETKA County of COOK and State of Illinois,

in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMERIFED FEDERAL SAVINGS BANK, a corporation organized and existing under the laws of the United States (hereinafter referred to as Savings Bank all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

LOT 13 IN BLOCK 3 IN WINNETKA MANOR, BEING A SUBDIVISION OF THE SOUTH 45 ACRES OF THE WEST 90 ACRES OF THE NORTH WEST 1/4 OF SECTION 20, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #05-20-115-001

RECORDING FEE \$12.25
11/22/88 FROM 2064 10/24/88 15:47:00
\$149.00 **88-489041
COOK COUNTY RECORDER

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Savings Bank, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Savings Bank under the power herein granted.

The undersigned, do hereby irrevocably appoint the said Savings Bank their Agent for the management of said property, and do hereby authorize the Savings Bank to let and re-let said premises or any part thereof, according to its own discretion, and to being or defend any suits in connection with said premises in its own name or in the name 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 Savings Bank may do.

It being understood and agreed that the said Savings 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 the said Savings Bank, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments, which may in its judgement be deemed proper and advisable, hereby ratifying and confirming all that said Savings Bank may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at the rate of \$... per month, and a failure on their part promptly to 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 Savings 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 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 all of the indebtedness or liability of the undersigned to the said Savings Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Savings Bank will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Savings Bank.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 20th day of OCTOBER, A.D. 19 88

David C. Moynihan (Seal)
DAVID C. MOYNIHAN

Constance H. Moynihan (Seal)
CONSTANCE H. MOYNIHAN

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

DAVID C. MOYNIHAN AND CONSTANCE H. MOYNIHAN, HUSBAND AND 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 20th day of OCTOBER, A.D. 19 88

Edwin L. Winter
Notary Public

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120 N. Scott St.
Toliet, IL 60431



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