

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, VERGHESE NINAN and GLORY NINAN, HUSBAND AND WIFE of the CITY of ELMHURST, County of DU PAGE, and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED SIXTY-ONE THOUSAND AND NO /100 Dollars (\$ 161000.00 ), 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 1: THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: ALL THAT PART LYING WEST OF THE EAST 48.71 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF A TRACT OF LAND BEING THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE DUE EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE SOUTH LINE OF SAID LOT 1, 412.22 FEET, THENCE DUE NORTH, 29.25 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 57.42 FEET, THENCE DUE NORTH, 32.75 FEET; THENCE DUE EAST, 97.42 FEET; THENCE DUE SOUTH 52.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE USE AND BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NOS. 23597577 AND 23762547, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 1713 VICTORIA, MT. PROSPECT, ILLINOIS 60056 PERMANENT TAX NUMBER: 08-22-204-024

88517520

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 be 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 27TH

day of SEPTEMBER A.D. 19 88

VERGHESE NINAN (SEAL)

GLORY NINAN (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 VERGHESE NINAN and GLORY NINAN, 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 Notary Seal, this 27TH day of SEPTEMBER A.D. 19 88

SID DECHTER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 2/28/91

Notary Public

MY COMMISSION EXPIRES

INDIVIDUALS

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# 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 \_\_\_\_\_.

**88517520**

Notary Public.

MY COMMISSION EXPIRES \_\_\_\_\_

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T#4444 TRAN 3500 11/09/88 10:06:00 \$13.00  
#1658 # D \*--88-517520  
COOK COUNTY RECORDER

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

**RECORDING  
BOX 136**

#13-

MY COMMISSION EXPIRES

SID DECHTER  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/28/91

SLA DIVISION 1

Notary Public  
A.D. 19 88  
SEPTEMBER 27TH day of

GIVEN under my hand and Notary Seal this  
" 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 as whose name is subscribed to the foregoing instrument,  
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT VERGHESE NINAN and

STATE OF ILLINOIS  
COUNTY OF Cook } ss.  
VERGHESE NINAN  
GLORY NINAN  
A.D. 19 88  
SEPTEMBER 27TH day of

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 27TH day of SEPTEMBER 1988.  
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.  
said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.  
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 shall have the power to use and apply said avals, 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 for a real estate broker for leasing said premises and collecting rents and the expense for such attorney, agents and servants as may reasonably be necessary.  
It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, 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 for a real estate broker for leasing said premises and collecting rents and the expense for such attorney, agents and servants as may reasonably be necessary.  
The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 name(s) of the undersigned, in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the undersigned may do.  
NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due, 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, or the Mortgagee 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.  
The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 name(s) of the undersigned, in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the undersigned may do.  
It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, 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 for a real estate broker for leasing said premises and collecting rents and the expense for such attorney, agents and servants as may reasonably be necessary.  
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.  
said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.  
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.  
IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 27TH day of SEPTEMBER 1988.

COMMONLY KNOWN AS 1713 VICTORIA, MT. PROSPECT, ILLINOIS 60056

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, VERGHESE NINAN and

(Individual, Corporation, and Corporate Land Trustee)

Assignment of Rents

Loan No. 01-44686-05

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9/892024

Handwritten initials

88517520

#13-

# UNOFFICIAL COPY

RECORDING  
BOX 186

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

DEPT-01  
#1658 # D \* 88-517520  
TRAN 3500 11/09/88 10:06:00  
COOK COUNTY RECORDER  
\$13.00

SECRETARY'S NOTARION

MY COMMISSION EXPIRES

88517520  
Notary Public

and who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-  
tion, who are respectively 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 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\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for said County, in  
the State of \_\_\_\_\_ DO HEREBY CERTIFY THAT  
President of \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
} SS.

ATTEST  
By \_\_\_\_\_ Secretary  
\_\_\_\_\_ President

Secretary this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_  
President and its corporate seal to be hereunto affixed and attested by its

IN WITNESS WHEREOF, the undersigned, CORP. ORATOR, has caused these presents to be signed by its