

UNOFFICIAL COPY
ASSIGNMENT OF RENTS

BOX 333 - CC (MAIL TO)
FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF WESTCHESTER
212 S. PLAINFIELD RD.
WESTCHESTER, ILLINOIS

THIS INSTRUMENT WAS PREPARED BY
Edward A. Metzger, Attorney at Law
2121 Mannheim Road
Westchester, Illinois 60513

KNOW ALL MEN BY THESE PRESENTS, that whereas, The First Congregational Church of the Village of Brookfield, A Religious Corporation of Illinois of the Village of Brookfield, County of Cook, State of Illinois, in order to secure an indebtedness of Fifty Five Thousand and 00/100 Dollars (\$55,000.00) executed a mortgage of even date herewith, mortgaging to First Federal Savings and Loan Association of Westchester

the following described real estate: PARCEL 1: Lots 42 to 46 and 47 (except the South 8 Feet of the East 50 Feet of the West 175 Feet of said Lot and Except the portion of Lot 47 lying East of a line parallel to and 175 Feet East of the West line of said Lot 47) and Lot 48 (except the North 16 Feet of said Lot as measured on the West line of said Lot 48 and except that portion of Lot 48 lying East of a line parallel to and 175 Feet East of the West line of said Lot 48) in Block 8 in Grossdale, being a subdivision of the South East 1/4 of Section 34, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. PARCEL 2: The vacated 16 Foot alley lying North of and adjoining Lots 40 to 46 inclusive and South of and adjoining the West 175 Feet of Lot 47 (except the East 50 Feet thereof) in Block 8 in Grossdale aforesaid, all in Cook County, Illinois. Permanent Index No. 1-34-407-045 Commonly Known As: 9146 Lincoln Ave, Brookfield, Ill. 60513 and, whereas, THE FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WESTCHESTER is the holder of

said mortgage and the note secured thereby:

NOW WHEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned, The First Congregational Church of the Village of Brookfield, Religious Corporation of Illinois hereby assigns, transfer, and set over unto First Federal Savings and Loan Association of Westchester

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hereinafter referred to as the Association, and its successors and assigns, all the rents now due or which may here 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 avails hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, 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 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 7th day of November, A. D., 19 88. THE FIRST CONGREGATIONAL CHURCH OF THE VILLAGE OF BROOKFIELD

BY: Rick Braune (SEAL)
CHAIRMAN OF THE BOARD OF TRUSTEES (SEAL)
(SEAL)
(SEAL)

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, Gregg P. Goossens, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Rick Braune, Chairman of the Board of Trustees of the First Congregational Church of the Village of Brookfield personally known to me to be the same person, whose names is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of November, A. D., 1988

"OFFICIAL SEAL"
Gregg P. Goossens
Notary Public, State of Illinois
My Commission Expires 9/30/91

Gregg P. Goossens
Notary Public

88528476

UNOFFICIAL COPY

Assignment of Rents

Box _____

TO

Loan No. _____

O. K. Press

Property of Cook County Clerk's Office

88528476

1988 NOV 16 AM 10:54

COOK COUNTY CLERK
FILED FOR RECORD

IN TESTIMONY WHEREOF, the undersigned, THE FIRST CONGREGATIONAL CHURCH OF THE VILLAGE OF BROOKFIELD, A RELIGIOUS CORPORATION OF ILLINOIS, hath caused these presents to be signed by its ~~XXXXXXXXXX~~ and its corporate seal to be hereunto affixed and attested by its ~~XXXXXXXXXX~~ this 7th day of November, A. D., 1988.

ATTEST

Clerk ~~XXXXXXXXXX~~

By ~~XXXXXXXXXX~~

STATE OF ILLINOIS
 COUNTY OF Cook }
 SS. }
 I, Gregg P. Gossens, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ~~XXXXXXXXXX~~

and ~~XXXXXXXXXX~~ who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~XXXXXXXXXX~~ and ~~XXXXXXXXXX~~, 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 ~~XXXXXXXXXX~~ then and there acknowledged that ~~XXXXXXXXXX~~, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 7th day of November, A. D., 1988.

Notary Public: _____