

Assignment of Rents  
**UNOFFICIAL COPY**  
(Individual Form)

Loan No. 88566655

KNOW ALL MEN BY THESE PRESENTS, that **JAMES DURKEE and ARTHUR POTOCKI**  
of the City of Chicago, County of Cook, and State of Illinois

in order to secure an indebtedness of **FORTY ONE THOUSAND (\$41,000.00)**

Dollars (\$ 41,000.00 ), executed a mortgage of even date herewith, mortgaging to

**CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Deed**

hereinafter referred to as the Mortgagee, the following described real estate:

Lot 13 in Block 3 in Culver's Park, being E. H. Gannon's Subdivision of Lots 1 and 2  
in Marbach and Others' Subdivision of the South East 1/4 of the South West 1/4 of  
Section 7, Township 40 North, Range 14 East of the Third Principal Meridian, in  
Cook County, Illinois

PIN: 14-07-325-034

DEPT-01 \$12.25  
T#1111 TRAN 6141 12/08/88 10:36:00  
#9151 # A \* 88-566655  
COOK COUNTY RECORDER

Address: **4926 North Damen Avenue, Chicago, Illinois 60625**

**88566655**

and, whereas, said Mortgagee is the holder of said mortgage 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 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 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 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 avails 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, 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 Mortgagee may do.

It is understood and agreed that the Mortgagee 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 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 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 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 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 **Fifteenth**

day of **November** A. D., 19 **88**.

\_\_\_\_\_(SEAL) James Durkee \_\_\_\_\_(SEAL)  
James Durkee  
\_\_\_\_\_(SEAL) Arthur Potocki \_\_\_\_\_(SEAL)  
Arthur Potocki

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 **JAMES DURKEE and ARTHUR POTOCKI**

personally known to me to be the same person 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 **19<sup>th</sup>** day of **November**, A.D. 19 **88**.

Sylvia Sprague  
Notary Public

THIS INSTRUMENT WAS PREPARED BY:  
**MITCHELL F. ASHER**  
157 North Brockway



Palatine, Ill. 60067

*12 Mail*

UNOFFICIAL COPY

88500055

Property of Cook County Clerk's Office