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KNOW ALL MEN BY THESE PRESENTS, that JOSE G. HERNANDEZ AND FRENCE J. HERNANDEZ (AKA) FRANCES J. BRIBESCA (MARRIED TO EACH OTHER) of the VILLAGE of JUSTICE, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of THIRTY FOUR THOUSAND AND NO/100 Dollars (\$ 34,000.00), executed a mortgage of even date herewith, mortgaging to SUMMIT FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

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

LOTS 92 & 93 IN FRANK DE LUGACH'S ROSALIE HIGHLANDS SUBDIVISION OF THE S. 38/80THS OF THE W. 1/2 OF THE SW 1/4 OF SECTION 36, TOWNSHIP 38 N., RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN ON THE PLAT RECORDED AUGUST 24, 1937 AS DOCUMENT #12045010 IN COOK COUNTY, ILLINOIS.

PIN: 18-36-315-009 & 010
COMMONLY KNOWN AS: 8543 S. 79TH AVE.

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 2ND

day of DECEMBER A. D., 19 88
Jose G. Hernandez (SEAL)
JOSE G. HERNANDEZ (SEAL)

Frances J. Hernandez (SEAL)
FRANCES J. HERNANDEZ, HIS WIFE (SEAL)
(AKA) FRANCES J. BRIBESCA (SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

Diana J. Boll
I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSE G. HERNANDEZ AND FRANCES J. HERNANDEZ (AKA) FRANCES J. BRIBESCA, 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 2ND day of DECEMBER, A.D. 19 88

BOX 663 - GG

THIS INSTRUMENT WAS PREPARED BY:
DIANA J. BOLL
SUMMIT FIRST FEDERAL SAVINGS & LOAN
7447 WEST 63RD STREET
SUMMIT, ILLINOIS 60501

Notary Public
"NOTARIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 1/3/89

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UNOFFICIAL COPY

COOK COUNTY ILLINOIS

1988 DEC 13 PM 2:11

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Property of Cook County Clerk's Office

12/13/88