

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

88589135

12<sup>th</sup>

KNOW ALL MEN BY THESE PRESENTS, that Leonard M. Klein and Sally J. Klein

executed a Mortgage of even date herewith, mortgaging to First of America Bank-Golf Mill, an Illinois Banking Corporation as Mortgagee, the following described real estate:

LOT 8 IN STONEHEDGE GLEN SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 16, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX IDENTIFICATION NUMBER: 04-16-400-0000

ADDRESS: 2105 Mallard Drive, Northbrook, IL.

and, whereas, the FIRST OF AMERICA BANK-GOLF MILL is the holder of said Mortgage and the Note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as part of the consideration of said transaction, the undersigned hereby assigns, transfers, and sets over unto said FIRST OF AMERICA BANK-GOLF MILL of Niles, Illinois, hereinafter referred to as the "Bank", and/or its successors and assigns, all of 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 be made or agreed to, or which may be made or agreed to by the Bank 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 Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said Bank the agent of the undersigned for the management of said property, and does hereby authorize the Bank 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 Bank may do.

It is understood and agreed that the said 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 Bank, 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.

1900397-CC

CENTENNIAL TITLE INCORPORATED

1988 DEC 22 PM 1:57

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COOK COUNTY, ILLINOIS  
SHERIFF'S OFFICE

88589135

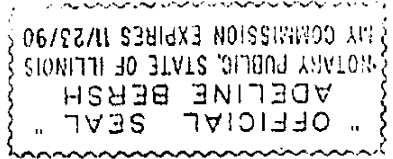
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Property of Cook County Clerk's Office

СЕРТИФИКАТ ТИТУЛОВАНОСТ

843

FIRST OF AMERICA BANK-GOLF MILL  
9101 Greenwood Avenue  
Miles, Illinois 60648



Manju Doshi: Personal Banker

THIS DOCUMENT PREPARED BY AND MAIL TO:

Notary Public

*Adeline Bersh*

19 88

GIVEN under my hand and Notarial Seal this 13th day of December

of all rights under any homestead, exemption and valuation laws.  
for the uses and purposes therein set forth, including the release and waiver  
sealed and delivered the said instrument as their free and voluntary act,  
appeared before me this day in person and acknowledged that they signed,  
persons whose name or names is or are subscribed to the foregoing instrument,  
are personally known to me to be the same person or

I, the undersigned, a Notary Public in and for said County, if the State  
aforesaid, DO HEREBY CERTIFY that Leonard M. Klein and Sally J. Klein

STATE OF ILLINOIS) SS  
COUNTY OF COOK )

Leonard M. Klein

Sally J. Klein

*Leonard M. Klein*  
*Sally J. Klein*

IN WITNESS WHEREOF, the undersigned has hereunto set their hands  
and seal this 13th day of December, 19 88.

It is further understood and agreed, that in the event of the exercise by  
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 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 until all of the  
indebtedness or liability of the undersigned to the said Bank shall have been  
fully paid, at which time this assignment and power of attorney shall  
terminate.  
The failure of the bank to exercise any right which it might exercise  
hereunder shall not be deemed a waiver by the Bank of its right of exercise  
thereafter.

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