

# UNOFFICIAL COPY

88183896

## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that GUENTER WORTMANN AND JUDITH WORTMANN,

His Wife,

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.

--SEE ATTACHED "EXHIBIT A" HEREBY MADE A PART HEREOF FOR LEGAL DESCRIPTION--

DEPT-01

\$13.25

T#4444 TRAN 2170 05/02/88 14:21:00

#9223 # D \* -88-183896

COOK COUNTY RECORDER

88-183896

14-16-300-032-1013 (Affects Unit 1601)

14-16-300-032-1038 (Affects Unit 1602)

Permanent Real Estate Index Number(s):

Address(es) of premises: 4343 N. Clarendon, Unit 1601-1602, Chicago, Illinois

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 a 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 hereindescribed, which may have been heretofore or may 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.

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It is understood and agreed that the Bank 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 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.

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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.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seal this 26th day of April, 1988.

Guenter Wortmann  
GUENTER WORTMANN

Judith Wortmann  
JUDITH WORTMANN

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 Guenter Wortmann and Judith Wortmann, HIS 201 fe, personally known to me to be the same person or persons whose name or names is or 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, including the release and waiver of all rights under any homestead, exemption and valuation of laws.

GIVEN under my hand and Notarial Seal this 26th day of April, 1988.

William B. Levy  
NOTARY PUBLIC

My Commission Expires: 11/21/89

This Document Prepared By:  
Karen Pruban  
First of America Bank-Golf Mill  
9101 Greenwood Avenue, Niles, IL 60648

OFFICIAL SEAL  
William B. Levy  
Notary Public, State of Illinois  
My Commission Expires Nov. 21, 1989

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## "EXHIBIT A"

Unit 1601 in the Boardwalk Condominium as delineated on the Plat of Survey of the following described parcel of real estate: Lots 1, 2, 3, 11, 12, 13, 14, 15 and 16 in C. U. Gordon's Addition to Chicago, said Addition being a Subdivision of Lots 5, 6, 23 and 24 and that part of the vacated streets between said Lots in School Trustee's Subdivision of fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "C" to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 25120912, together with an undivided 0.1426% interest in the Common Elements.

Unit 1602 in the Boardwalk Condominium as delineated on the Plat of Survey of the following described parcel of real estate: Lots 1, 2, 3, 11, 12, 13, 14, 15 and 16 in C. U. Gordon's Addition to Chicago, said Addition being a Subdivision of Lots 5, 6, 23 and 24 and that part of the vacated streets between said Lots in School Trustee's Subdivision of fractional Section 16, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, which survey is attached as Exhibit "C" to Declaration of Condominium recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document Number 25120912, together with an undivided 0.3119% interest in the Common Elements and the right to the exclusive use and possession as a Limited Common Element of Parking Space Number 99-2.

Property Address: 4343 N. Clarendon, Unit 1601-1602, Chicago, IL

Permanent Index Number: 14-16-300-032-1013 (Affects Unit 1601)  
14-16-300-032-1038 (Affects Unit 1602)

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