71-67-209

914 530

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KNOW ALL MEN BY THESE PRESENTS, that DAVID B. CARVER, NEVER BEEN MARRIED

of the VILLAGE

OFFICEST PARK

. County of COOK

, and State of ILLINGIS

in order to secure an indebtedness of THIRTY-SIX THOUSAND AND 0/100

Dollars (# 35,000.00 ), executed a mortgage of even date herewith, mortgaging to INLAND MORTGAGE CORPORATION

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

UNIT NUMBER 24"B", IN THE RANDOLPH CONDOMINIUM, IN FOREST PARK, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 5 IN BLOCK 14 IN RATLEGAD ADDITION TO THE TOWN OF HARLEM, A SUBDIVISION BY THE GALENA AND CHICAGO UNION RAILBOAD COMPANY OF THE SOUTH EAST OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS DOCUMENT NUMBER 25064508; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS. PERM. TAX #15-10-420-016-1005, VOL. 163. COMMON ADDRESS: 7231 W. FANDOLPH UNIT #28

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and, whereas, said Mortgr (ee 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 size 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, now 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 exclude upon the property hereinabove described.

The undersigned do hereby irre ocably 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 onnection with said premises in its own name or in the name(s) of the undersigned as it may consider expedient, and to make such reports 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 "a" 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 of 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 located 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 and 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 covenant.

The failure of the Mortgagee to exercise any right which it might exercise be eunder 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 1.57

					, ·		
day of /	JULY	A. D., 1	9 88		C		
Louis	B. Broke	<del> </del>	(SEAL)	<del></del>		<u> </u>	(SEAL)
DAVID B. CAF	RVER		(SEAL)				(SEAL)
STATE OF	Elleran	\ <b></b>				9	
COUNTY OF	Coth	j			_	e undersigned, a N	
and for said Coun	ity, in the State afore	said, DO HER	EBY CER	FIFY THAT	Laved	B. Carver	, a trube
personally known	to me to be the sam	e person who	ose name	ń	subscr	ibed to the foregoi	ng instrument.
appeared before n	ne this day in persor	and acknowl	edged that	Le	signed, sealed	and delivered the s	aid instrument
as the	iree and voluntar	y act, for the	uses and pu	rposes therein	set forth.		
GIVEN under my	hand and Notarial	Seal, this	l	day of		7	A D. 19 🖔 🔏

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E.AL

Constitution (17)

THIS INSTRUMENT WAS PREPARED BY AND MAIL TO: INCAND MORTGAGE CORPORATION 2901 BUTTERFIELD ROAD OAK BROOK, ILLINOIS 60531 BY: ERIC J. WEBE

Prof 020 = CL

## **UNOFFICIAL COPY**

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