

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

88310976

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Donald P. Shabatura

of the \_\_\_\_\_ of \_\_\_\_\_ Cook County of Illinois  
and State of Illinois.

In consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto The First Bank of Romeoville a corporation organized and existing under the laws of the United States hereinafter referred to as the Bank all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

\*\*\*Unit 1A, 717 Tipperary Court, of Lakewood Condominium, as delineated on plat of survey of a part of Lot 16131 in Section 2, Weatherfield Unit 16, being a subdivision in the Northwest quarter of Section 27, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois; which plat of survey is attached as Exhibit "B" to Declaration of Condominium made by American National Bank and Trust Company of Chicago, a National Banking Association, as trustee under Trust Agreement dated May 30, 1979 and known as Trust No. 46656, recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 25252295; together with a percentage of the Common Elements appurtenant to said Unit as set forth in said Declaration, as amended from time to time, which percentage shall automatically change in accordance with Amended Declarations as same are filed of record pursuant to said Declaration, and together with additional Common Elements as such Amended Declarations are filed of record; the percentages set forth in such Amended Declarations, which percentages shall automatically be deemed to be conveyed effective on the recording of each such Amended Declaration as though conveyed hereby.\*\*\*

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Bank, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank under the power herein granted.

The undersigned, do hereby irrevocably appoint the said Bank their Agent for the management of said property, and do 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 name 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 being 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 and the care and management of said premises, including taxes and assessments, which may in its judgement be deemed proper and advisable, hereby ratifying and confirming all that said Bank may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at the rate of \$ reasonable per month, and a failure on their part promptly to 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 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.

It is understood and agreed that the Bank will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Bank.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this \_\_\_\_\_ sixth day of July, A.D. 1988.

\_\_\_\_\_  
(Seal) Donald P. Shabatura (Seal)  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

STATE OF ILLINOIS }  
COUNTY OF Will } ss

I, the undersigned, a notary public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT

Donald P. Shabatura

personally known to me to be the same person whose name is subscribed to the foregoing Instrument appeared before me this day in person, and acknowledged that signed, sealed and delivered the said Instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of July, A.D. 1988.  
OFFICIAL SEAL  
DIANE SIROVY  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. MAY 12, 1992

Diane Sirovy  
Notary Public

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