KNOW ALL MEN BY THESE PRESENTS, that EVERETT S. DAVIS AND LUCILLE H. DAVIS, ALIS WIFE

CITY of the

4627334 3/4

CHICAGO of

, County of COOK , and State of

01-10542290

in order to secure an indebtedness of ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED AND no/100

Dollars (\$ 112,500.00), executed a mortgage of even date herewith, mortgaging to

GreatAmerican Federal Savings and Loan Association, Oak Park, Illinois,

the following described real estate:

LOTS 8 AND 9 IN SUBDIVISION OF LOTS 1 TO 4, IN BLOCK 72 IN WASHINGTON HEIGHTS, IN SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NO. 25-19-113-007 VOLUME: 463

> P.A. 11113-15 S. LONGWOOD DRIVE CHICAGO, IL 60643

and, whereas, said Association 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 , transie and set over unto said Association, hereinafter referred to as the Association, and/or its successors and assigns, all the reats 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 Association 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 11-3 . ssociation and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Assa cin ion 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 repair to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might at, hereby ratifying and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association 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 Association, 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 customa y commissions to a real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and rer ants as may reasonably be necessary.

It is understood and agreed that the Association will not exercise it 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 of this rasignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each coin, 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 Association may in its own name and without any notice or demand, my ration 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 of liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney thall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not is deemed a waiver by the

Association of its right of exercise theresiter.	
IN WITNESS WHEREOF, the undersigned have hereunto set their hands	s and seals this
day 98. JULY	
D 410	11 1
EVERETT S. DAVIS LUCIELE H.	DAVIS (SEAL)
(SEAL)	(SEAL)
STATE OF 1/1/1 (A)	
COUNTY OF CLARE) I, the undersey	, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT EVEN DAVIS, HIS WIFE	VERETT S. DAVIS AND LUCILLE H.
personally known to me to be the same person g whose names are	subscribed to the foregoing instrument,
appeared before me this day in person, and acknowledged that they sig	ned, sealed and delivered the said instrument
as their free and voluntary act, for the uses and purposes therein set	.forth,
L "OFFICIAL SEALT	1 /1 de
GIVEN under my hand and Notarial Seal, this Amydeynff Paty	30

hary Public, State of Illing - Erpires

Assignment of Rents for Individuals INST AR-59, Illinois, papers ensures co

UNOFFICIAL COPY

Opt County Clark's O