

UNOFFICIAL COPY

89424889

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1989 SEP 11 AM 11:00
ASSIGNMENT OF RENTS

89424889

13.00

KNOW ALL MEN BY THESE PRESENTS, that Thomas F. Johnson and Ellen Y. Johnson,
His Wife, in Joint Tenancy

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 SCHEDULE "A" HEREBY MADE A PART OF FOR LEGAL DESCRIPTION--

Permanent Real Estate Index Number(s): 08-10-201-024-1023
Address(es) of premises: 1405 E. Central, #202, Arlington Heights, 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 herein described, 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.

A comm 09700 Dow

CENTENNIAL TITLE INCORPORATED

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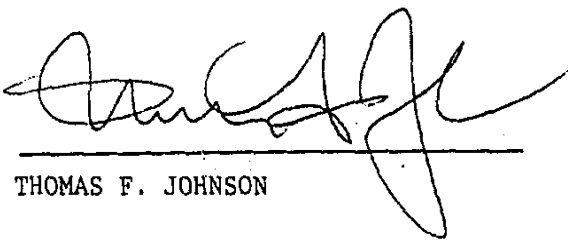
-2-

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.

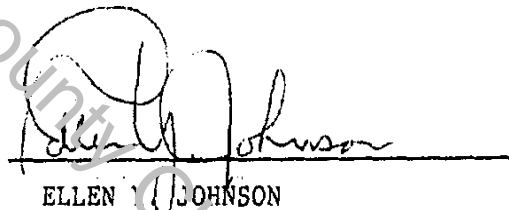
It is further understood and agreed, that in the event of the exercise by this Assignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the undersigned to promptly pay said rent on the first day 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.

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 1st day of August, 1989.



THOMAS F. JOHNSON

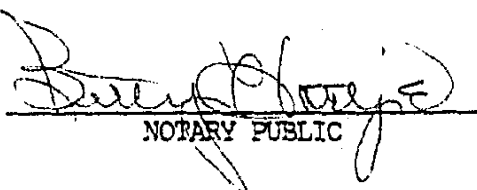


ELLEN Y. JOHNSON

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 Thomas F. Johnson and Ellen Y. Johnson 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 1st day of August, 1989.



NOTARY PUBLIC

My Commission Expires:

"OFFICIAL SEAL"
BETTY HARJIC
Notary Public, State of Illinois
My Commission Expires 11/21/92

This Document Prepared By: Gloria Cocks
First of America Bank - Golf Mill
9101 Greenwood Ave., Niles, IL 60648

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SCHEDULE "A"

Unit number 202A in the Dana Point Condominium, as delineated on survey of the following described parcel of land (hereinafter referred to as "Parcel"): Lots "B" and "C" taken as a tract, (except the North 306.0 feet of the West 350.0 feet and except the North 69.65 feet lying East of the West 350.0 feet thereof) in Kirchoff's subdivision, being a subdivision in Sections 10 and 11, Township 41 North, Range 11, East of the Third Principal Meridian, and Section 33, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat of said subdivision recorded May 22, 1917 in book 152 of Plats, page 15, in Cook County, Illinois, which survey is attached as Exhibit A to the Declaration of Condominium Ownership made by LaSalle National Bank, as trustee under trust number 22370 and recorded September 8, 1978 as Document 24 618 528 together with the undivided 0.151 percentage interest appurtenant to said unit in said parcel (excepting from said parcel all the property and space comprising all the units thereof as set forth and defined in said declaration and survey).

P.I.N. #08-10-201-024-1023

Property Address: 1405 E. Central, #202, Arlington Heights, Illinois.

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