

89587538

U.S. & L. League 1935 Form No. 12  
INDIVIDUAL OR CORPORATION  
This Document Prepared By:  
Kathleen McKenna  
4801 W. Belmont Avenue  
Chicago, IL 60641

O. K. Press, Chicago  
Loan No. 12161-9

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

NOW ALL MEN BY THESE PRESENTS, that whereas, BOGUSLAW BIALKOWSKI AND SOPHIE BIALKOWSKI,  
HIS WIFE, AND JOHN BIEZYCHUDEK, A SINGLE PERSON NEVER MARRIED,

of the City of Chicago, County of Cook, and  
State of Illinois, in order to secure an indebtedness of SIXTY THOUSAND AND NO/100-

executed a mortgage of even date herewith, mortgaging to COMMUNITY SAVINGS BANK

the following described real estate: SEE RIDER ATTACHED HERETO:

Lots Twenty-Three (23) and Twenty-Four (24) (Except the East Eleven (11) Feet, Nine (9) Inches Thereof) in Block Twelve (12) in Falconer's Second Addition to Chicago, in the South One-Half (S½) of the Northeast One-Quarter (NE¼) of Section Twenty-Eight (28), Township Forty (40) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Number: 13-28-229-042.

Property commonly known as: 5050 W. Diversey - Chicago, Illinois 60639

89587538

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned BOGUSLAW BIALKOWSKI AND SOPHIE BIALKOWSKI, HIS WIFE, AND JOHN BIEZYCHUDEK, A SINGLE PERSON NEVER MARRIED, hereby assign, transfer and set over unto COMMUNITY SAVINGS BANK

This instrument prepared under the supervision of  
CONRAD J. NAGLE, Attorney  
6801 W. Belmont Avenue  
Chicago, Illinois 60641

hereinafter referred to as the Association, and/or its successors and assigns, all 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 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 the Association 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 Association 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 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 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 understood and agreed that the Association 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 of 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 Association 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 3rd day of November A. D. 19 89

X Boguslaw Bialkowski (SEAL)  
X Sophie Bialkowska (SEAL)  
X John Biezychudek (SEAL)

STATE OF ILLINOIS  
COUNTY OF Cook ) SS.

I, Kathleen McKenna, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Boguslaw Bialkowski and Sophie Bialkowska, his wife, and John Biezychudek, a single person never married, personally known to me to be the same persons whose names 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.

GIVEN under my hand and Notarial Seal, this 3rd day of November A. D. 19 89

"OFFICIAL SEAL"  
KATHLEEN MCKENNA  
Notary Public, State of Illinois  
My Commission Expires 9/12/90

Notary Public

UNOFFICIAL COPY

Box 330

Assignment of Rents

Boguslaw Bialkowski and  
Sophie Bialkowski and John Biezychudek

5920 W. Diversey

Chicago, Illinois 60639

TO

COMMUNITY SAVINGS BANK  
4901 West Belmont Avenue  
Chicago, Illinois 60641

Loan No. 12161-9

13th

89587338

Property of Cook County Clerk's Office

IN TESTIMONY WHEREOF, the undersigned  
hath caused these presents to be signed by its  
President and its corporate seal to be here-  
unto affixed and attested by its Secretary this  
A. D. 19  
By Secretary  
President

STATE OF ILLINOIS  
COUNTY OF }  
SS.  
I, a Notary Public in and for said County, in  
the State aforesaid, DO HEREBY CERTIFY THAT  
President of  
Secretary of said Corpora-  
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-  
ment as such President, and Secretary, respectively, appeared before me  
this day in person and acknowledged that they signed and delivered the said instrument as their own free and  
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;  
and the said Secretary then and there acknowledged that as custodian of the  
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as  
own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal, this day of A. D. 19

Notary Public

UNOFFICIAL COPY

OFFICIAL SEAL  
NOTARY PUBLIC  
My Commission Expires 8/12/89

Notary Public

A. D. 19 89

GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1989, I, Kathleen McKenna, Notary Public in and for said County, in and for said State of Illinois, personally known to me to be the same persons whose names are \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person, and acknowledged that they have executed the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

and John Biezychudek, a single person never married, personally known to me to be the same persons whose names are \_\_\_\_\_ and \_\_\_\_\_, appeared before me this day in person, and acknowledged that they have executed the foregoing instrument as their free and voluntary act, for the uses and purposes therein set forth.

STATE OF ILLINOIS  
COUNTY OF Cook } ss.  
Kathleen McKenna

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

John Biezychudek  
Sophie Bialkowski  
Boguslaw Bialkowski  
Kathleen McKenna

November 9th, 1989

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise hereafter.

fully paid, at which time this assignment and power of attorney shall terminate. The Association shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been assigned to the parties hereto and shall be construed as a Covenant running with the land, and shall continue in full power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the undersigned and shall constitute a binding and enforceable agreement. 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 undersigned and shall constitute a binding and enforceable agreement. 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 undersigned and shall constitute a binding and enforceable agreement. 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 undersigned and shall constitute a binding and enforceable agreement.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after the full 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 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 to pay rent for the premises occupied by the undersigned shall constitute a breach of any of its covenants.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after the full 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 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 to pay rent for the premises occupied by the undersigned shall constitute a breach of any of its covenants.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after the full 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 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 to pay rent for the premises occupied by the undersigned shall constitute a breach of any of its covenants.

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 Association 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 as it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratify, confirm 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 customary commissions for 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.

hereinafter referred to as the Association, and/or its successors and assigns, all 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 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 the Association and especially those certain leases and agreements now existing upon the property hereinafter described.

Now, THREE DOLLARS, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned, BOGUSLAW BIALKOWSKI, AND SOPHIE BIALKOWSKI, HIS WIFE, AND JOHN BIEZYCHUDEK, A SINGLE PERSON NEVER MARRIED, hereby assign, transfer and set over unto COMMUNITY SAVINGS BANK

COMMUNITY SAVINGS BANK, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned, BOGUSLAW BIALKOWSKI, AND SOPHIE BIALKOWSKI, HIS WIFE, AND JOHN BIEZYCHUDEK, A SINGLE PERSON NEVER MARRIED, hereby assign, transfer and set over unto COMMUNITY SAVINGS BANK

and, whereas, COMMUNITY SAVINGS BANK is the holder of said mortgage and the note secured thereby:

the following described real estate:  
SEE RIDER ATTACHED HERETO:

executed a mortgage of even date herewith, mortgaging to COMMUNITY SAVINGS BANK Dollars (\$60,000.00) State of Illinois, in order to secure an indebtedness of SIXTY THOUSAND AND NO/100-

of the City of Chicago, County of Cook, in order to secure an indebtedness of SIXTY THOUSAND AND NO/100-

HIS WIFE, AND JOHN BIEZYCHUDEK, A SINGLE PERSON NEVER MARRIED, in order to secure an indebtedness of SIXTY THOUSAND AND NO/100-

KNOW ALL MEN BY THESE PRESENTS, that whereas, BOGUSLAW BIALKOWSKI, AND SOPHIE BIALKOWSKI, HIS WIFE, AND JOHN BIEZYCHUDEK, A SINGLE PERSON NEVER MARRIED, in order to secure an indebtedness of SIXTY THOUSAND AND NO/100-

ASSIGNMENT OF RENTS  
MAIL ROOM  
A.T.G.F. BOX 370  
O. R. Press, Chicago  
Loan No. 12161-9  
This Document Prepared By: Kathleen McKenna  
4801 W. Belmont Avenue  
Chicago, IL 60641  
INDIVIDUAL OR CORPORATION  
111 N. L. Leary 1988 Form No. 1

UNOFFICIAL COPY

hath caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary this day of, A. D., 19

ATTEST

By

President

Secretary

STATE OF ILLINOIS } ss.  
COUNTY OF

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

President of Secretary of said Corporation,

and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;

and the said Secretary then and there acknowledged that, as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this day of, A. D., 19

Notary Public.

89587538

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Box 330

Assignment of Rents

Boguslaw Bialkowski and  
Sophie Bialkowski and John Biezzychudek

5050 W. Diversey

Chicago, Illinois 60639

TO

COMMUNITY SAVINGS BANK  
4801 West Belmont Avenue  
Chicago, Illinois 60641

Loan No. 12161-9

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