

89100615

ASSIGNMENT OF RENTS UNOFFICIAL COPY

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Know all men by these presents, that whereas,

FEDERICO DIAZ AND MARY E. DIAZ, HIS WIFE of the City of Chicago County of Cook and State of ILLINOIS in order to secure an indebtedness of Twenty Eight Thousand and no/100---DOLLARS executed a mortgage of even date herewith, mortgaging to DAMEN SAVINGS AND LOAN ASSOCIATION the following described real estate:

Lot 41 in Block 22 in Chicago University Subdivision of the South half of the Northeast 1/4 and the West 3/4 of the South 1/2 of the North 1/2 of the Northeast 1/4 and the Northwest 1/4 of the Northwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northwest 1/4 of Section 7, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

4823 South Winchester, Chicago Illinois 60609 Permanent Index # 20-07-209-010

and, whereas, DAMEN SAVINGS AND LOAN 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 said Federico Diaz and Mary E. Diaz, his wife hereby assign, transfer and set over unto DAMEN SAVINGS AND LOAN ASSOCIATION

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 Association their true and lawful attorney in fact, in the name and stead of the undersigned to collect all of said rents now due or arising or accruing at any time hereafter under each and every of the leases and agreements, written or verbal, existing or to exist hereafter, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such rents, or to secure and maintain possession of said premises or any part thereof, and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties at its discretion, for such rental or rentals as it may determine, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the undersigned or to their executors, administrators and assigns, and further, with power to use and apply said rents (after the payment of all necessary costs and expenses of the care and management of said premises, including taxes and assessments, and commission for leasing said premises and collecting rents therefrom paid to any real estate broker appointed by the Association at the usual and customary rates then in effect in the City of Chicago, County of Cook, Illinois) to the payment of the indebtedness secured by said mortgage or incurred thereunder, due or to become due, or that may be hereafter contracted, hereby ratifying and confirming all that said attorney may do by virtue hereof.

It is further understood and agreed that the Association may, at its discretion, retain, appoint or employ attorneys, agents or servants for the purpose of exercising any of the powers and authority herein granted and the Association shall not be liable for any default, miscarriage, acts or omissions of such attorneys, agents or servants, if such attorneys, agents or servants were selected with reasonable care.

This assignment of rents shall operate only after 30 days' default in any of the payments required by the mortgage hereinbefore described, or immediately upon the breach of any of the covenants therein contained; and when out of the net rents collected hereunder there shall have been paid all the said indebtedness and liabilities, then this instrument shall become void and the Association shall release the same by written instrument.

And it is further agreed that no decree or judgment which may be entered on any debts secured or intended to be secured hereby shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force until the payment and discharge of any and all indebtedness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned has have hereunto set their hands and seals this 3rd day of March A. D. 1989.

FD Federico Diaz (SEAL) MED Mary E Diaz (SEAL) (SEAL)

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I, Kenneth D. Vaneek, a Notary Public  
in and for and residing in said County, in the State of Illinois, DO HEREBY CER-  
TIFY that FEDERICO DIAZ AND  
MARY E. DIAZ, HIS WIFE

who are personally known to me to be the same person<sup>s</sup> whose name<sup>s</sup>  
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 March, A. D. 1989

*Kenneth D. Vaneek*  
Notary Public.



This instrument was prepared by:  
Laura Ortiz  
Damen Savings and Loan Association  
5100 South Damen Avenue, Chicago, Ill.

Property of Cook County Clerk's Office

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DR# DR 8546-5

## Assignment of Rents

FEDERICO DIAZ AND

MARY E. DIAZ, HIS WIFE

TO

DAMEN SAVINGS AND LOAN ASSOCIATION

DAMEN SAVINGS AND LOAN ASSN.  
5100 So. Damen Ave.  
Chicago, IL 60609

MAIL TO:

*BR 333*  
*BR 333*