

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

89271069

85-362 C64

KNOW ALL MEN BY THESE PRESENTS, that whereas, . . . . .  
..... ZBIGNIEW PITAS AND TERESA PITAS, his wife . . . . .  
of the . . . VILLAGE . . . of MUNDELEIN . . . County of . . . LAKE . . . . ., and  
State of . . . ILLINOIS . . . , in order to secure an indebtedness of . . . . .  
. ONE HUNDRED EIGHTY THOUSAND AND NO/100 . . . . . Dollars (\$180,000.00)  
executed a mortgage of even date herewith, mortgaging to . . . . .  
..... BROOKFIELD FEDERAL BANK FOR SAVINGS . . . . .

the following described real estate:

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF:

LOT 7 AND THE NORTH 21 FEET OF LOT 8 AS MEASURED ALONG THE WEST LINE OF ARCHER ROAD, IN JALOVEC'S SUBDIVISION, BEING A SUBDIVISION OF LOT 7 AND PART OF LOT 8 IN THE RESUBDIVISION OF LOTS 1 AND 2 IN ELGIN MOTOR CORPORATION SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

89271069

PERMANENT TAX NUMBER: 18-13-303-034  
PROPERTY ADDRESS: 6024 S. ARCHER AVENUE, SUMMIT, ILLINOIS 60501

..... ZBIGNIEW PITAS AND TERESA PITAS, his wife . . . . .  
hereby assign, . . . . . transfer, . . . . . and set, . . . . . over unto . . . . .  
..... BROOKFIELD FEDERAL BANK FOR SAVINGS . . . . .

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 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 . . . 8TH . . . day of . . . JUNE . . . . . A. D., 19. . . 89.

  
ZBIGNIEW PITAS . . . . . (SEAL)  
TERESA PITAS . . . . . (SEAL)  
..... (SEAL)  
..... (SEAL)

STATE OF ILLINOIS

COUNTY OF Du Page SS.

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

..... ZBIGNIEW PITAS AND TERESA PITAS, his wife . . . . .

personally known to me to be the same person, . . . . . whose name . . . . . 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 . . . . . day of . . . . . June . . . . . A. D., 1989.

"OFFICIAL SEAL"

Laurie Barton

Notary Public, State of Illinois  
My Commission Expires 10/11/92



Notary Public

89271069

IN TESTIMONY WHEREOF the undersigned . . . . .

# 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

Secretary

By . . . . . President

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 . . . . .

and . . . . . Secretary of said Corporation, 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 . . . . . 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.

COOK COUNTY RECORDER

#18644 C 4 C # -89-271029  
153333 TRAH 0780 06/15/89 10143:00  
DEPT-02

\$13.00

Box 20-921169

## Assignment of Rents

ZBIGNIEW PITAS  
TERESA PITAS

6024 S. ARCHER AVENUE

SUMMIT, ILLINOIS 60501

TO  
BROOKFIELD FEDERAL BANK  
FOR SAVINGS  
9009 OGDEN AVENUE  
BROOKFIELD, ILLINOIS 60513

Loan No. 13438

# UNOFFICIAL COPY

My Commission Expires 10/11/92  
Notary Public, State of Illinois  
LURELE BRAZIN, Notary Public

GIVEN under my hand and Notarial Seal, this 2<sup>nd</sup> day of June A.D. 1989  
I hereby declare before me this day in person, and acknowledge that I, free and voluntary act, for the uses and purposes herein set forth,  
personally known to me to be the same person, whose name is, A.T.E., subscribed to the foregoing instrument.  
A.T.E., whose name is, A.T.E., is personally known to me to be the same person, whose name is, B.F., subscriber to the foregoing instrument.  
B.F., whose name is, B.F., signed, sealed and delivered the said instrument as A.T.E., and acknowledged that they  
the State aforesaid, DO HEREBY CERTIFY THAT.....  
a Notary Public in and for said County, in  
STATE OF ILLINOIS  
COUNTY OF JOLIET, I.S.S.

(SEAL)

(SEAL)

XTERESA PITAS (SEAL)

XTRIMENTW PITAS (SEAL)

of JUNE A.D. 19. 89.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the 8th day  
Association of the right of exercise thereof.  
The relation of the undersigned to exercise any right which it might exercise hereunder shall now be deemed a waiver by the  
allergy shall terminate.  
ability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of  
constituted as a Government running with the land, and shall continue in full force and effect until all of the indebtedness or  
upon and incur to the benefit of each and every member of said premises. This assignment hereof and shall be  
credible entity and distributor and the Association may in its own name and without any notice or demand, maintain an action of  
entity and distributor and the Association may in its own name and without any notice or demand, make a forced  
undertaken to promptly pay said rent on the exercise of this assignment, the undersigned will pay rent for  
it is further understood and agreed, that in the event of the death or removal of the party  
payment secured by the mortgagor after 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 default in any  
of said premises, including taxes, insurance, and other necessary expenses to a real estate broker for leasing  
become due, or that may hereafter be entitled to the payment of all expenses for the care and management, due or to  
secure the payment of any amount due to the Association for failure to use said available issues and problems  
It is understood that the said Association shall have the power to use and apply said assets and problems  
everyting that the said Association may do,  
to do anything in and about said premises that the undersigned may deem proper or advisable, and  
is it may consider expedient, and to bring or defend any suits in connection with demands or in the name of the  
undersigned, and do hereby authorize the Association to let and sell said premises under any power or right given to it  
own discretion, and do hereby irrevocably appoint the said Association the agent of the undersigned for the  
and property, or the undersigned, to hereby irrevocably appoint the said Association the agent of the undersigned for the  
The undersigned, and do hereby irrevocably appoint the said Association the agent of the undersigned for the  
Association and especially those certain interests and agreements now existing upon the  
establishment and assignments of all interests and agreements now due or agreed to by the parties hereto to the  
occupancy of any part of the premises herein described, which may have been heretofore or may be hereafter made or agreed  
become due under or by virtue of any lease, either oral or written, or any agreement for the use of  
hereinafter referred to as the Association, and/or its successors and assigns, all the rents now due or which may hereafter  
be made or agreed to by the parties hereto to be made to the Association, or any lessee or user of the premises  
hereby assign, transact, and sell, over unto

BRICKFIELD, FEDERAL BANK, F.O.R. SAVINGS

hereby assign, transact, and sell, over unto  
ZIGGINIE, PITAS, AND TEREESA PITAS, HIS, WIFE  
transact, the undersigned  
N.Y., THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said  
said mortgage and this note secured thereby:  
and, whereas, BROADKIELD, FEDERAL BANK, F.O.R. SAVINGS

executed a mortgage on even date herewith, mortgageing to  
ONE HUNDRED EIGHTEEN THOUSAND AND NO/100 DOLLARS (\$180,000.00)  
Date of, ILLINOIS, in order to secure an indebtedness of  
of the, MORTGAGE, or, MINDLEIN, County of, IAKK  
KNOW ALL MEN BY THESE PRESENTS, that whereas,  
KNOW ALL MEN BY THESE PRESENTS, that whereas,  
B9271069

## ASSIGNMENT OF RENTS

9371 069

O.K. Print

A.T.G.F.  
BOX 370

INDIVIDUAL OR CORPORATION  
ILL. S. A. 11, Legend 1983 Form No. 12

**UNOFFICIAL COPY**

**Assignment of Rents**

2BIGNIEW PITAS  
TERESA PITAS

Box 20

6631251169

TO  
BROOKFIELD FEDERAL BANK  
FOR SAVINGS  
8909 OGDEN AVENUE  
BROOKFIELD, ILLINOIS 60501

SUBMIT, ILLINOIS 60501  
6044 S. ARCHER AVENUE

Loan No. 13438

DEPT-01 \$13.00  
T#3333 TRAN 0730 06/15/89 10:42:00  
41864-4 C-39-27 1069  
COOK COUNTY RECORDER

Notary Public

GIVEN under my hand and notarized this ..... day of ..... A.D. 19.....  
 and the said Secretary then and there acknowledged that ..... as a Notary Public  
 acknowledged that ..... every signed and delivered the said Instrument in their own free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
 President, and ..... Secretary, respectively, appeared before me this day in person and  
 acknowledged that ..... every signed and delivered the said Instrument in their own free and voluntary act of said Corporation, for the uses and purposes therein set forth.  
 and ..... Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such  
 and ..... President of ..... the State aforesaid, DO HEREBY CERTIFY THAT .....  
 I, ..... a Notary Public in and for said County, in  
 and ..... President ..... Secretary .....  
 the State of Illinois }  
 COUNTY OF }  
 SS. }

STATE OF ILLINOIS

SECRETARY

COUNTY OF }

SS. }

STATE OF ILLINOIS

ATTEST

that caused these presents to be signed by its ..... day of ..... A.D. 19.....  
 unto affixed and attested by its ..... day of ..... A.D. 19.....  
 President and the corporate seal to be here-  
 attest

IN TESTIMONY WHEREOF, the undersigned

-88-271069