

CALL

89291276

THIS DOCUMENT PREPARED BY

Illinois Savings & Loan League - Form 12  
INDIVIDUAL OR CORPORATION

**UNOFFICIAL COPY**  
ASSIGNMENT OF RENTS

Daniel H. Brandt, Notary Public  
2601 W. Division St.  
Chicago, Illinois

7-2-91-1-21

KNOW ALL MEN BY THESE PRESENTS, that whereas, Ernest A. Schellert and Bonita J. Schellert, his wife, of the City of Oak Forest, County of Cook, State of Illinois, in order to secure an indebtedness of Sixty-five Thousand and NO/100 Dollars (\$65,000.00) executed a mortgage of even date herewith, mortgaging to

**AMERICAN-UNION SAVING AND LOAN ASSOCIATION**

the following described real estate: Lot 13 in Queen's Court, being a subdivision in the South 1/2 of the Southeast 1/4 of Section 26, Township 36 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

17313 Queen Mary Lane  
Tinley Park, Illinois 60477  
PIN 27 26 401 006 and 27 26 401008 PIQ and OP

12<sup>00</sup>

and, whereas, AMERICAN-UNION SAVING 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 undersigned Ernest A. Schellert and Bonita J. Schellert, his wife,

hereby assign, transfer, and set over unto AMERICAN-UNION SAVING 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 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 to 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 12th day of June, A. D. 19 89

*Ernest A. Schellert* (SEAL)

*Bonita J. Schellert* (SEAL)

"OFFICIAL SEAL"  
Daniel H. Brandt  
Notary Public, State of Illinois  
Cook County  
My Commission Expires 1/2/90

STATE OF ILLINOIS  
COUNTY OF COOK

I, Daniel H. Brandt, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ernest A. Schellert and Bonita J. Schellert, his wife,

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 12th day of June, A. D. 19 89

*Daniel H. Brandt*  
Notary Public

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Box 333

Assignment of Rents

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1989 JUN 27 AM 10:32

COOK COUNTY, ILLINOIS  
FILED FOR RECORD  
1989 JUN 27 AM 10:31  
89291276

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AMERICAN-UNION  
Saving and Loan Association

Chicago, Illinois

TO

Mail To  
Steven Daday  
1608 Colonial Parkway  
Inverness, IL 60067  
Box #333

Loan No. ....

92216268

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 hereunto  
 attixed and attested by its Secretary this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_  
 ATTEST  
 \_\_\_\_\_  
 Secretary  
 By \_\_\_\_\_  
 President  
 STATE OF ILLINOIS  
 COUNTY OF \_\_\_\_\_  
 DO HEREBY CERTIFY, THAT  
 \_\_\_\_\_, a Notary Public, in and for said County, in the State aforesaid,  
 and \_\_\_\_\_, President of \_\_\_\_\_  
 whose names are subscribed to the foregoing instrument as such \_\_\_\_\_, and  
 Secretary of said corporation, who are personally known to me to be the same persons  
 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, as Trustee as aforesaid  
 for the uses and purposes herein set forth; and the said  
 Secretary then and there acknowledged that  
 as custodian of the corporate seal of said corporation, did affix said seal to said instrument as  
 own free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth  
 GIVEN under my hand and Notarial Seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_  
 \_\_\_\_\_  
 Notary Public