

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

Individual Form

Loan No. _____

72-17-573 D4
3 of 3

KNOW ALL MEN BY THESE PRESENTS, that **Tin Aung, MD.**, a Married Man and **Darrell L. Taylor** of the City of **Elgin**, County of **Kane**, and State of **Illinois** in order to secure an indebtedness of **Eighty Thousand and 00/100ths**-----

Dollars (\$ **80,000.00**), executed a mortgage of even date herewith, mortgaging to **THE ELGIN STATE BANK, 500 Dundee Ave.** of **Elgin, Illinois**, hereinafter referred to as the Mortgagee, the following real estate:

12.00

Lot 10 in Block 1 In Snowhook's Subdivision in the North 1/2 of Section 36, Township 40 North, Range 13 East of the Third Principal Meridian, According to the Plat thereof Recorded August 22, 1884 In Book 19 of Plats Page 42 In Cook County, Illinois.

PIN# 13-36-200-007
P/A 2741 W. Fullerton Ave, Chicago

and, whereas, said Mortgagee is the holder of said mortgage and the note secured hereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer and set over unto said Mortgagee, 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 Mortgagee under the power herein granted, it being the intention hereby to establish and absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and to 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 name(s) 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 Mortgagee may do.

It is understood and agreed that the Mortgagee 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 Mortgagee, 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 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 Mortgagee 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 Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee 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.

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

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this **20th**.

day of **July** A.D., 19 **89**

x *[Signature]* (SEAL)
Tin Aung, MD.

x *[Signature]* (SEAL)
Darrell L. Taylor

STATE OF **Illinois** } ss. I, the undersigned, a Notary Public in
COUNTY OF **Kane**

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Tin Aung, MD.** and **Darrell L. Taylor** 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 use and purposes therein set forth.

GIVEN UNDER MY HAND AND Notarial Seal, this **20th**, day of **July**, A.D. 19 **89**



Sandra K. Monteith
Prepared by: **Peter Alexander**, One Court Place, Rockford, IL 61101

BOX 393 - GG Delivery to: James Buchler, PO, 610 Market Place, W. Dundee, IL 60118

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FILES FOR RECORD

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