

# UNOFFICIAL COPY

A.T.G.F.

90487435 X 370

## ASSIGNMENT OF RENTS

Dated this 18th day of September 19 90 Loan No. 12687-1.0

THIS INDENTURE WITNESSETH: THAT THE UNDERSIGNED,

James F. Fealey, a bachelor,

Of the Village of Oak Lawn County of Cook and State of Illinois in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto AMITY FEDERAL BANK FOR SAVINGS, a corporation organized and existing under the laws of the United States (Hereinafter referred to as the Bank) all the rents, issues, and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use of occupancy of any part of the following described premises:

Unit 202 and Garage 3, together with its undivided percentage interest in the common elements in Garrick Condominium, as delineated and defined in the Declaration recorded as Document Number 25125371, in Northeast 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

90487435

24-17-019-1003

Commonly Known As 10340 S. Mayfield, Un. 2S

Tax No. 24-17-211-019-1008

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Bank, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Bank under the power herein granted.

The undersigned, do hereby irrevocably appoint the said Bank their agent for the management of said property, and do hereby authorize the bank 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 to 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 Bank may do.

It being fully understood and agreed that the said Bank 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 Bank, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes, insurance and assessments which may in its judgement be deemed proper and advisable, hereby ratifying and confirming all that said Bank may do by virtue thereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at the prevailing rate per month for each room, and a failure on their part 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 Bank 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Bank will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Bank.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seals, the day and year first above written.

X James F. Fealey (SEAL)  
James F. Fealey

(SEAL)

(SEAL)

(SEAL)

State of Illinois } ss.  
County of Cook

DEPT-01 RECORDING \$13.00  
T#3333 TRAM 7781 10/05/90 10:14:00  
#1879 # C 90-487435  
COOK COUNTY RECORDER

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

James F. Fealey, a bachelor,

personally known to me to be 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, including the release and waiver of the right of homestead. GIVEN under my hand and Notarial Seal, this 18th day of September

OFFICIAL SEAL  
WILLIAM H. CACHERIS  
Notary Public, State of Illinois  
My Commission Expires 10/27/93

William H. Cacheris  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:

Rita Brinker

Mail to:  
AMITY FEDERAL BANK FOR SAVINGS  
7151 West 159th Street  
Tinley Park, Ill. 60477  
1-708-429-0100

SEAL

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RE: ATTORNEY SERVICES # 154441

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