

UNOFFICIAL COPY

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72-78-167 L

Know all men by these presents, that whereas,

DAVID E. EPPENSTEIN AND ELIZABETH J. EPPENSTEIN, HIS WIFE
of the City of Chicago County of Cook and State of ILLINOIS
in order to secure an indebtedness of One Hundred Twenty Five Thousand and no/100DOLLARS
executed a mortgage of even date herewith, mortgaging to

DAMEN SAVINGS AND LOAN ASSOCIATION

the following described real estate:

PARCEL 1: Lot 4 in Snodell's Resubdivision of Lots 112, 113 and 114 in J. S. Hovlands Resub
division of J. S. Hovlands 103rd Street Subdivision of the West 1/2 of the North 1/2 of the East
of the North West 1/4 of Section 14, Township 37 North, Range 13, East of the Third Principal
Meridian, in Cook County, Illinois. / 3938 West 104th Place, Chicago Illinois 60655
Permanent Index # 24-14-104-053

PARCEL 2: Lots 25 and 26 in Conover's Subdivision of the North half of Block 10 in James
Webb's Subdivision of the South East quarter of Section 14, Township 38 North, Range 13, East
of the Third Principal Meridian, in Cook County, Illinois. /
3354-56 West 61st Place, Chicago Illinois 60629 Permanent Index # 19-14-418-021

and, whereas, DAMEN FEDERAL BANK FOR SAVINGS
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 con-
sideration of said transaction, the said David E. Eppenstein and
Elizabeth J. Eppenstein, his wife
hereby assign, transfer and set over unto

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DAMEN 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 Asso-
ciation and especially those certain leases and agreements now existing upon the property herein-
above 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 dis-
cretion, 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 here-
after 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.

90533599

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 reason-
able 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 indebted-
ness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned have hereunto set their hand and seal
this 30th day of October, A.D. 1990

DEE [Signature] (SEAL)
EJE [Signature] (SEAL)
(SEAL)

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STATE OF ILLINOIS
COUNTY OF COOK

1995 NOV 10 12

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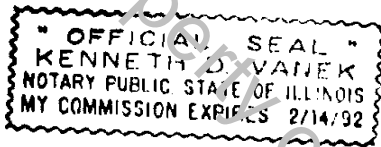
I, Kenneth D. Vanek, a Notary Public
in and for and residing in said County, in the State of Illinois, DO HEREBY CER-
TIFY that DAVID E. EPPENSTEIN AND

ELIZABETH J. EPPENSTEIN, HIS WIFE

who are personally known to me to be the same person, 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 30th
day of October, A. D. 1990

Kenneth D. Vanek
Notary Public



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

Property of Cook County Clerk's Office 90533599

DR# 8893-1

Assignment of Rents

DAVID E. EPPENSTEIN AND
ELIZABETH J. EPPENSTEIN, HIS WIFE
TO
DAMEN FEDERAL BANK FOR SAVINGS

MAIL TO:
DAMEN FEDERAL BANK FOR SAVINGS
5100 So. Damen Ave.
Chicago, IL 60609