90557703

### ASSIGNMENT OF RENTS

NOW ALL MEN BY THESE PRESENTS, DAVID DUBIN, married to ERIN DUBIN, individually, of 1354 West Laurel, Deerfield, Illinois 60015, in order to secure an indebtedness of TWENTY THOUSAND TWO HUNDRED FIFTY AND 00/100 (\$20,250.00) DOLLARS, executed a MORTGAGE of even date herewith, mortgaging to ARGO SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION the following described real estate:

LOT 30 IN BLOCK 2 IN J.W. COCHRAN'S SUBDIVISION OF BURCK 5 OF CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINGIS

P.I.N. NO. 4 17-07-108-028-0000

COMMONLY KNOWN AS: 2048 WEST HURON STREET, CHICAGO, 60612

### AND

LOT 26 (EXCEPT THE NORTH 6 FEET FOR ALLEY) IN THE SUBDIVISION OF BLOCK 2 JM J.W. COCHRAN'S SUBDIVISION OF BLOCK 5 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 7, TOWNSHIP 39 NORTH, LANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. NO.: 17-07-108-024-0000

COMMONLY KNOWN AS: 2058 WEST HURON STREET, CHICAGO, IL 60612

and,

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WHEREAS, ARGO SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION is the holder of said LORTGAGE and NOTE secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned Trustee hereby assigns, transfers and sets over unto ARGC SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, hereinafter referred to as the LENDER, 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 LENDER 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 LENDER and especially those certain leases and agreements now or hereafter existing upon the property hereinabove described.

The undersigned does hereby irrevocably appoint the said LENDER the agent of the undersigned for the management of said property, and does hereby authorize the LENDER 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 on 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 unjerstood and agreed that the said LENDER 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 LENDER, due or to become due, or that may bereafter 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 by necessary.

It is understood and agreed that the LENDER will not exercise its rights under this Assignment until after default in any payment secured by the MORTGACE or after a breach of any of its covenants contained therein.

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 LENDER 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 inune 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 LENDER shall have been fully paid, at which time this Assignment and power of attorney shall terminator.

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

The County Clarks Office

IN WITHESS WHEREOF, the parties hereto have caused these presents to be signed and sealed this 30th day of Wovember, 1990.

David Duble, Married to Erin Dubln, Individually \*

Erin Tabin, executing this Assignment of Rents solely for the purpose of waiving any and all marktal and/or homestead Of Coof Colling Clerk's Office rights.

Property of Colling Clark's Office.

STATE OF ILLINOIS SS. COUNTY OF COOK

for said county, in the State aforesaid, DO HEREBY CERTIFY, David Jubin and Erin Dubin, individually, who are personally known to be to be the same persons whose names are subscribed to the foregoing instrument, respectively, appeared before me day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

hand and Notarial Seal this GIVEN under **SEX** November, 1990. C0041

My Commission Expires:

BRADLEY D. KAPLAN NOTART POSICE STATE OF RESIDENCE MY COMMISSION EXPERS 6/14/01

Prepared By and Mail To:

Frances M. Pitts, Vice President General Counsel ARGO SAVINGS, A FEDERAL SAVINGS and Loan association 7600 West 63rd Street Summit, Illinois 60501-1812

Or Coot Colling Clart's Office