

# UNOFFICIAL COPY

90015235

Loan No. 7000617-0

72-39-706 & 243

KNOW ALL MEN BY THESE PRESENTS, that 9059 S. Harlem, Inc. of the Village of Bridgeview, County of Cook, and State of Illinois in order to secure an indebtedness of TWO HUNDRED TWENTY TWO THOUSAND AND 00/100

13.00

Dollars (\$ 222,000.00), executed a mortgage of even date herewith, mortgaging to FEDERAL MIDLAND/SAVINGS AND LOAN ASSOCIATION hereinafter referred to as the Mortgagee, the following described real estate:

SEE ATTACHED FOR LEGAL DESCRIPTION

COOK COUNTY, ILLINOIS

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and, whereas, said Mortgagee 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 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 an 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 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 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 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 right 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, the Mortgagor has caused these presents to be signed by its

President, and its corporate seal to be hereunto affixed and attested by its

Secretary,

this 29th day of December, A.D., 19 89, pursuant to authority given by resolution duly passed by the Board of Directors of said Corporation

ATTEST: Walter A. Kruczynski  
Secretary

By Walter C. Kruse  
President

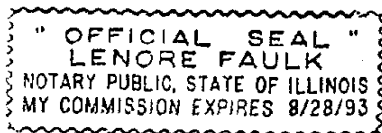
STATE OF ILLINOIS  
COUNTY OF COOK

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Walter C. Kruse personally known to me to be the President of 9059 S. Harlem., Inc.

a corporation, and Walter J. Kruczynski personally known to me to be the Secretary of said corporation, and 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 severally acknowledged that as such officers, they signed and delivered the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

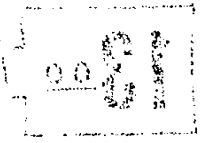
GIVEN under my hand and Notarial Seal, this 29th day of December, A.D. 1989.



Lenore Faulk  
Notary Public

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Property of Cook County Clerk's Office

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LEGAL DESCRIPTION RIDER

PARCEL 1:

THE NORTH 60 FEET OF THE SOUTH 100 FEET OF THE EAST 70.24 FEET OF THE WEST  
244.24 FEET OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 65.0 FEET OF THE SOUTH 165.0 FEET OF THE EAST 50.24 FEET OF THE WEST  
224.24 FEET OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 13  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 125.0 FEET OF THE SOUTH 165.0 FEET OF THE EAST 124.0 FEET OF THE  
WEST 174.0 FEET OF THE NORTH WEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE  
13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-06-100-016-0000 Parcel 1  
24-06-100-019-0000 Parcel 2  
24-06-100-015-0000 Parcel 3

a/k/a 9059 S. Harlem Avenue  
Bridgeview, IL 60455

BOX 333-GG

Box 333

Mail to:  
Midland Federal Savings  
8929 S. Harlem  
Bridgeview, IL 60455  
Attn: Lenore Faulk

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