

This instrument prepared by Richard Pekofsko
1151 State Street
Lemont, Ill. 60439

90114169

ASSIGNMENT OF RENTS

Loan #8304

KNOW ALL MEN BY THESE PRESENTS, that whereas, Clyde Miller III and Theresa Miller,

of the city of Chicago, County of Cook, and State of Illinois, in order to secure an indebtedness of One-hundred & ninety-three thousand & five-hundred dollars and 00/100 Dollars (\$193,500.00), executed a mortgage of even date herewith, mortgaging to LEMONT SAVINGS ASSOCIATION

the following described real estate: Property Address: 1551 State Street, Calumet City, IL 60509
Lots 9 and 10 in Block 13 in Calumet City First Addition, a Subdivision of the North East 1/4 of the North East 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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PIN #29-12-204-009-0000 PIN #29-12-204-010-0000

and, whereas, LEMONT SAVINGS ASSOCIATION 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 Clyde Miller III and Theresa Miller, his wife

hereby assign, transfer and set over unto LEMONT SAVINGS ASSOCIATION

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 avals hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the management of said property, and do hereby authorize the Association 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 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 understood and agreed that the said Association shall have the power to use and apply said avals, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, 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 understood and agreed that the Association 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.

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 Association 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 9 day of March A. D., 1990

Clyde Miller III (SEAL)
Theresa Miller (SEAL)
(SEAL)
(SEAL)

STATE OF ILLINOIS
COUNTY OF Cook) ss.

I, Donald Wood, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Clyde Miller III and Theresa Miller, his wife

personally known to me to be the same person 9 whose name 9 are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument in their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 9 day of March, A. D., 1990

OFFICIAL SEAL
Notary Public, State of Illinois
Cook County
My Commission Expires 3/6/93

Donald Wood
Notary Public

124646726

90114169

UNOFFICIAL COPY

Assignment of Rents

Box

TO
999-000

RECORD & RETURN TO:
LEMONTS SAVINGS ASSOCIATION
1151 STATE STREET
LEMONTS, IL 60439

Loan No.

Property of Cook County Clerk's Office

COOK COUNTY, ILLINOIS
JAN 14 1969

90114169

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STATE OF ILLINOIS }
COUNTY OF }
} SS.
IN TESTIMONY WHEREOF, the undersigned
President and Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such, President, and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.
GIVEN under my hand and notarial seal, this day of A. D. 19

ATTEST
By Secretary
..... President
Notary Public in and for said County, in
unto affixed and attested by its Secretary this day of A. D. 19