

KNOW ALL MEN BY THESE PRESENTS, that Brenda A. DeFour, divorced and not since remarried of the City of Chicago, County of Cook, and State of Illinois

in order to secure an indebtedness of One Hundred Thirty Five Thousand and 00/100***** Dollars (\$ 135,000.00), executed a mortgage of even date herewith, mortgaging to

LISLE SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Mortgagee, the following described real estate:

PARCEL 1:

Unit 1307, in 666 Lake Residence Condominium, as delineated on a survey of the following described real estate: Lot 4 in Paul's Subdivision, being a Subdivision of the land, property and space in part of Lots 5 and 6 and the tract marked alley between Lots 5 and 6 of County Clerk's Division of the Unsubdivided accretions lying East of and adjoining the Subdivided parts of Blocks 43, 44 and 54 with other lands in Kinzie's Addition to Chicago in the North Half of Section 10, Township 39 North, Range 14, East of the Third Principal Meridian, which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document Number 2640724! together with its undivided percentage interest in the common elements in Cook County, Illinois

90195754

PARCEL 2:

Easement for ingress and egress for the benefit of Parcel 1 as set forth in Declaration of easements recorded as Document Number 26320245 and rerecorded as Document 26407239, in Cook County, Illinois. 17-10-202-024

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 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 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, this assignment of rents is executed, sealed and delivered this 11th day of May, 1987, at Chicago, Illinois.

day of May A. D., 19 87

SEARCHED INDEXED SERIALIZED FILED MAY 28 1987 14:45:00 #2933 * - 90 - 195754 COOK COUNTY RECORDER

(SEAL) Brenda A. DeFour (SEAL)

(SEAL) (SEAL)

STATE OF Illinois } as. COUNTY OF DuPage }

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Brenda A. DeFour, divorced and not since remarried personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument, as her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 11th day of May, A. D. 1987

Wendy B. Heimann Notary Public

THIS INSTRUMENT WAS PREPARED BY: This instrument was prepared by: Wendy B. Heimann Lisle Savings and Loan Association 1450 Maple Avenue Lisle, Illinois 60532

"OFFICIAL SEAL" Wendy Heimann Notary Public, State of Illinois My Commission Expires 6/19/88

90195754

90195754

1325

UNOFFICIAL COPY

Property of Cook County Clerk's Office

901957154



MAIL TO:
Roman Community
District 4 Parliament
33 N. LaSalle
Ste 3500
Chicago, IL 60603

UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY:
Wendy B. Heilmann
Lisle Savings and Loan Association
1450 Maple Avenue
Lisle, Illinois 60533
Savings and Loan Association Form 1004 (Revised 1/78)

"OFFICIAL SEAL"
Wendy Heilmann
Notary Public, State of Illinois
My Commission Expires 6/19/85

Notary Public

GIVEN under my hand and Notarial Seal, this 11th day of May, A.D. 1987

as her free and voluntary act, for the uses and purposes therein set forth

appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument

personally known to me to be the same person whose name is subscribed to the foregoing instrument

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Brenda A. DeFout, divorced and not since remarried

STATE OF ILLINOIS }
COUNTY OF DuPage }

(SEAL)

(SEAL)

(SEAL)

(SEAL)

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, do hereby certify that the foregoing instrument was signed, sealed and delivered by the person whose name is subscribed to the foregoing instrument.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered in the presence of two witnesses on this 11th day of May, A.D. 1987

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.

It is understood and agreed that the Mortgagee 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 Mortgagee 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 shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of all 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 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, and also toward the payment of 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.

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 suit 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 undersigned might do, hereby ratifying and confirming anything and everything that the undersigned might do, hereby ratifying and confirming anything and everything that the undersigned might do.

Now, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assigns, transfers and sets 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 rents hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned 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 suit 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 undersigned might 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, and also toward the payment of 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 detainer and obtain possession of said premises. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of all 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 rights 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, this assignment of rents is executed, sealed and delivered in the presence of two witnesses on this 11th day of May, A.D. 1987

(SEAL)

(SEAL)

(SEAL)

(SEAL)

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, do hereby certify that the foregoing instrument was signed, sealed and delivered by the person whose name is subscribed to the foregoing instrument.

GIVEN under my hand and Notarial Seal, this 11th day of May, A.D. 1987

as her free and voluntary act, for the uses and purposes therein set forth

appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument

personally known to me to be the same person whose name is subscribed to the foregoing instrument

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Brenda A. DeFout, divorced and not since remarried

STATE OF ILLINOIS }
COUNTY OF DuPage }

(SEAL)

(SEAL)

(SEAL)

(SEAL)

I, the undersigned, a Notary Public in and for the County of DuPage, State of Illinois, do hereby certify that the foregoing instrument was signed, sealed and delivered by the person whose name is subscribed to the foregoing instrument.

GIVEN under my hand and Notarial Seal, this 11th day of May, A.D. 1987

as her free and voluntary act, for the uses and purposes therein set forth

appeared before me this day in person, and acknowledged that she signed, sealed and delivered the said instrument

personally known to me to be the same person whose name is subscribed to the foregoing instrument

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT
Brenda A. DeFout, divorced and not since remarried

9019575A

9019575A

9019575A

Mail To: **UNOFFICIAL COPY**

Bryan Schwartz
Doehn & Pearlstein
3311 LaSalle
ste. 3500
Chicago, IL 60602



Property of Cook County Clerk's Office

90195754