

-90-203992

ASSIGNMENT OF RENTS

DEPT-01 RECORDING \$13.25
71111 TRAM 2161 05/03/90 11:11:00
#8150 -90-203992
COOK COUNTY RECORDER

KNOW ALL MEN BY THESE MEN PRESENTS, that whereas, John O. Finzer and Maureen O. Finzer/^{his wife} of the Village of Glenview, County of Cook and State of Illinois in order to secure the indebtedness of Two Hundred Eleven Thousand Five Hundred and 00/100 (\$211,500.00) Dollars executed a mortgage of even date herewith, mortgaging to Rajan Kohli and Cigdem Kohli the following described real estate:

LOT 10 IN BLOCK 1 IN BEST'S SUBDIVISION OF THE WEST 8 ACRES OF OUTLOT 14 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST HALF OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 14-29-411-004-0000 Volume 490
Commonly known As: 2635 North Sheffield, Chicago, Illinois 60614

and, whereas, Rajan Kohli and Cigdem Kohli are the holders of said mortgage and note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as part of the consideration of said transaction, the said John O. Finzer and Maureen O. Finzer, his wife, hereby assign, transfer and set over unto Rajan Kohli and Cigdem Kohli, hereinafter referred to as Assignees, and/or their 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 Assignees 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 Assignees and especially those certain leases and agreements now existing upon the property herein described.

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The undersigned do hereby authorize the Assignees 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 discretion, for such rental or rentals as it may determine, hereby granting full power and authority to exercise each and every of the rights, privileges and powers herein granted at any time and all times hereafter 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 the 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 Assignees 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.

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UNOFFICIAL COPY

008808-00

ASSIGNMENT OF DEBTS

THIS AGREEMENT is made this 1st day of January, 1933, between JOHN O. FINER, of the County of Cook, State of Illinois, and JOHN O. FINER, of the County of Cook, State of Illinois, for and in consideration of the sum of \$100.00 (one hundred and 00/100 dollars) to the said JOHN O. FINER, the receipt of which is hereby acknowledged, the said JOHN O. FINER has granted, sold, conveyed, assigned, transferred, and otherwise disposed of, and hereunto has agreed to grant, sell, convey, assign, transfer, and otherwise dispose of, unto the said JOHN O. FINER, his heirs, assigns, and assigns, all that certain parcel of land situated in the County of Cook, State of Illinois, and more particularly described as follows: to-wit: the East Half of Section 14, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The said JOHN O. FINER, the grantor, is the owner and possessor of the above described premises, and the said JOHN O. FINER, the grantee, is the owner and possessor of the above described premises.

The said JOHN O. FINER, the grantor, has granted, sold, conveyed, assigned, transferred, and otherwise disposed of, and hereunto has agreed to grant, sell, convey, assign, transfer, and otherwise dispose of, unto the said JOHN O. FINER, his heirs, assigns, and assigns, all that certain parcel of land situated in the County of Cook, State of Illinois, and more particularly described as follows: to-wit: the East Half of Section 14, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The said JOHN O. FINER, the grantor, has granted, sold, conveyed, assigned, transferred, and otherwise disposed of, and hereunto has agreed to grant, sell, convey, assign, transfer, and otherwise dispose of, unto the said JOHN O. FINER, his heirs, assigns, and assigns, all that certain parcel of land situated in the County of Cook, State of Illinois, and more particularly described as follows: to-wit: the East Half of Section 14, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

The said JOHN O. FINER, the grantor, has granted, sold, conveyed, assigned, transferred, and otherwise disposed of, and hereunto has agreed to grant, sell, convey, assign, transfer, and otherwise dispose of, unto the said JOHN O. FINER, his heirs, assigns, and assigns, all that certain parcel of land situated in the County of Cook, State of Illinois, and more particularly described as follows: to-wit: the East Half of Section 14, Township 35 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

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It is further understood and agreed that the Assignees may, at their discretion, retain, appoint or employ attorneys, agents or servants for the purpose of exercising any of the powers and authority herein granted and the Assignees shall not be liable for any defaults, miscarriage, acts or omissions of such attorneys, agents, or servants, if such attorneys, agents or servants were selected with reasonable 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 Assignees 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 and until the payment and discharge of any and all indebtedness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned have hereunto set their hands and seals this 30th day of April, 1990.

John O. Finzer III Maureen O. Finzer
John O. Finzer Maureen O. Finzer

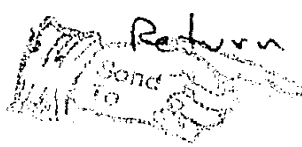
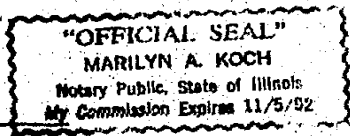
State of Illinois)
) SS.
County of Cook)

I, the undersigned, a Notary Public in and for said County, and State aforesaid, do certify that JOHN O. FINZER and MAUREEN O. FINZER, his wife, 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 acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 30th day of April, 1990.

Marilyn A. Koch
Notary Public

My commission expires: 11/5/92



Return to: McCoy + Kula
20 W. Clark Street
Suite 2300
Chicago, IL 60602

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The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the name of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the name of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this _____ day of _____, 19____.

Clerk of Cook County, Illinois

Notary Public

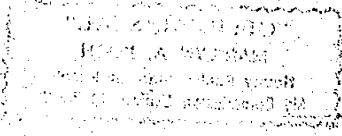
Notary Public

Notary Public

Notary Public

The undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois, in the name of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

Clerk of Cook County, Illinois



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