## UNOFFICE ALEOCOPY CC 259064

ASSIGNMENT OF RENTS

NOW ALL MEN BY THESE PRESENTS, WILLIAM J. CALES, jointly and severally, of 311 W. 127th Street, Lemont, Illinois 60439 and DAVID A. CALES, jointly and severally, of 256 W. 33rd Street, Chicago, Illinois 60616, in order to secure an indebtedness of ONE HUNDRED FIFTY FOUR THOUSAND EIGHT HUNDRED AND (\$154,800.00) 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 53 IN EDWARD N. LARMON'S SUBDIVISION OF BLOCK 3 THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N. NO.: 17-33-211-021

COMMONLY KNOWN AS: 3253 S. WELLS STREET, CHICAGO, ILLINOIS 80616

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

order to THEREFORE, in further secure indebtedness, and as a part of the consideration of transaction, the undersigned Trustee hereby assigns, transfers and sets over unto ARGO SAVINGS AND LOAN ASSOCIATION, A FEDERAL SAVINGS AND LOAN ASSOCIATION, hereing ter referred to as the LENDER, and/or its successors and assigne, all the rents now which may hereafter become due under on by virtue of 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 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 LENDER and especially those certain leases and agreements now or hereafter existing upon the property hereinabove described.

undersigned does hereby irrevocably appoint the said LENDER the agent of the undersigned for the management of property, and does hereby authorize the LENDER to let and re-let said premises or any part thereof, according to its 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.

ASSIGNMENT OF RENTS

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9026960 It is understood 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 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 by necessary.

It is understood and agreed that the LENDER will exercise its rights under this Assignment until after default payment secured by the MORTGAGE or after a breach of any its covenants contained therein.

is further understood and agreed, that in the event of exercise of this Assignment, the undersigned will pay rent the 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 shalf, in and of itself constitute a forcible entry and detainer and in 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 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, all shall continue in full force and effect until all of the indetcedness or liability of the undersigned to the said LENDER shall have been fully paid, at time this Assignment and power of attorney terminator.

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed this \_\_\_\_ day of June 1990.

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STATE OF ILLINOIS SS. COUNTY OF COOK

I, the understand, a Notary Public in for said County, in the State aforesaid, DO HEREBY CERTIFY, \_\_\_\_, a Notary Public in and William J. Cales and David A. Cales, who are personally known to me to be the same persons whose names are subscribed to foregoing instrument, respectively, appeared before me this in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act for the and purposes therein set forth.

GIVEN under my hand and Notarial Seal this  $\frac{2^{4}}{2}$  day of June, 1990.

> OFFICIAL SEAL MARIE T. HYNES NOTARY PUBLIC. STATE OF ILLINOIS AY COMMISSION EXPIRES 9/13/93

Con.

Con. My Commission Expires: 9-13-93

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

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