

UNOFFICIAL COPY

Loan No. 01-49060-05

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

30341501

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, JOSE LUIS ESPINOZA and CARMEN ESPINOZA, HUSBAND AND WIFE of the CITY of CHICAGO, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of TWO HUNDRED THIRTY-SIX THOUSAND AND NO /100 Dollars (\$ 236000.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL BANK FOR SAVINGS

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

PARCEL 1: LOTS 2 AND 3 IN BLOCK 3 IN STOREY AND ALLEN'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2840-42 N. WHIPPLE, CHICAGO, ILLINOIS 60644

PERMANENT INDEX # 13-25-131-025-0000 ALSO

PARCEL 2: LOT 35 (EXCEPT THE NORTH 8 FEET) AND THE NORTH 12 FEET OF LOT 34 IN BLOCK 2 OF STOREY AND ALLEN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2937 N. ALBANY, CHICAGO, ILLINOIS 60618.

PERMANENT INDEX #13-25-124-000

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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 rents, 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 attorney, 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 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 to exercise them after.

IN WITNESS WHEREOF, this assignment of rents was executed, sealed and delivered this

day of MAY A.D. 1990

JOSE LUIS ESPINOZA (SEAL)

CARMEN ESPINOZA (SEAL)

STATE OF ILLINOIS COUNTY OF COOK

RECORDING \$14.00 TRAM 5700 07/17/90 10:20:00 #7527 # F * -90-341501 COOK COUNTY RECORDER the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSE LUIS ESPINOZA and CARMEN ESPINOZA, HUSBAND AND WIFE 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 they signed, sealed and delivered the said instrument

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

GIVEN under my hand and Notarial Seal, this 14TH day of MAY A.D. 1990

MY COMMISSION EXPIRES

Notary Public

Box 403

441512 B07

30341501

INDIVIDUALS

UNOFFICIAL COPY

~~IN WITNESS WHEREOF, the undersigned CORPORATION, has caused these presents to be signed by its~~

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

Secretary this day of . A. D. 19

ATTEST

Secretary

By

President

STATE OF
COUNTY OF

} SS.

I, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT

President of

and Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment 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
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 Notary Seal, this day of . A. D. 19

Notary Public

MY COMMISSION EXPIRES

CORPORATIONS
AND TRUSTEES

30341501

THIS INSTRUMENT WAS PREPARED BY [REDACTED]
OF CRAGEN FEDERAL BANK FOR SAVINGS, [REDACTED]
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

Property of Cook County Clerk's Office

UNOFFICIAL COPY

MY COMMISSION EXPIRES

Notary Public
So Be Gf

GIVEN under my hand and Notarial Seal this 14TH day of MAY A.D. 1990

as they are and voluntary act for the uses and purposes therein set forth
appeared before me this day in person and acknowledged that they
personally known to me to be the same person whose name is
and for said County in the State of Illinois TO HEREBY CERTIFY THAT JOSE LUIS ESPINOZA and
CARMEN ESPINOZA, HUSBAND AND WIFE

STATE OF ILLINOIS COUNTY OF Cook
SEAL

JOSE LUIS ESPINOZA
CARMEN ESPINOZA
SEAL

day of MAY A.D. 1990

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 14TH

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 hereunder.

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.

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

It is further understood and agreed that the undersigned 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 future on the part of the under-

signed to promptly pay said rent on the first day of each month and every month thereafter until it constitutes a forcible entry and

definer and the Mortgagee may in its own name and without any notice in demand maintain an action of forcible entry and

benefit of the lender's administration and assignees and assigns and shall be construed as a covenant

the payment of any present or future indebtedness of the Mortgagee due or to become due or that

It is understood and agreed that the Mortgagee shall have the power to use and apply said rents, issues and profits toward

in and about said premises and to make such repairs to the premises as it may deem proper or advisable and to do anything

and property and the Mortgagee to let and to let premises or any part thereof according to its own

those certain houses and agreements now existing upon the property hereinafter described

an absolute transfer and assignment of all such houses and agreements and all the rents hereunder into the Mortgagee and especially

use or occupancy of any part of the premises in the event of any lease, either oral or written, or any agreement for the

designed hereby assigned to the Mortgagee and its assigns and assigns all the rents now due

NOW THEREFORE, in further source and indebtedness, and as a part of the consideration of said transaction, the un-

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby

COMMONLY KNOWN AS 2840-42 N. WHITNEY, CHICAGO, ILLINOIS 60642

ADDITIONAL SECURITIES, 2937 N. ALBANY, CHICAGO, ILLINOIS 60648

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby

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Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

Loan No. 01-49060-05

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UNOFFICIAL COPY

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THIS INSTRUMENT WAS PREPARED BY RICHARD P. JAHNS
OF LEGGITT FEDERAL BANK FOR SAVINGS
1333 WEST PULKEITH AVENUE, CHICAGO, ILLINOIS 60639

Property of Cook County Clerk's Office

SECRETARIAL RECORD

IN WITNESS WHEREOF, the undersigned, ~~CORPORATION~~, has caused these presents to be signed by its
President and its corporate seal to be hereunto affixed and attested by its
Secretary this _____ day of _____, A. D., 19____
ATTEST
By _____ Secretary

President
STATE OF _____ }
COUNTY OF _____ }
SS. _____
I, _____ a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT

President of

Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such, 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
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 official seal, this _____ day of _____, A. D., 19____
Notary Public

MY COMMISSION EXPIRES