

UNOFFICIAL COPY

90345382

SCMMP0086

Loan No. 06-49089-48

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, JOSEPH LIOTTA, MARRIED TO MARY LIOTTA of the VILLAGE of SCHAUMBURG, County of COOK, and State of ILLINOIS in order to secure an indebtedness of ONE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED AND NO/100 Dollars (\$ 183700.00), 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: THAT PART OF LOT 18254 (EXCEPT THAT PART OF SAID LOT 18254 LYING SOUTH OF A LINE DRAWN AT 90 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 195.43 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT), IN SECTION 3, WEATHERSFIELD UNIT 18, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING ON EAST LINE OF SAID LOT 18254 AT A POINT 736.63 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 18254; (FOR THE PURPOSES OF DESCRIBING THIS PARCEL, THE WEST LINE OF SAID LOT 18254 IS TAKEN AS NORTH AND SOUTH); THENCE WEST 194.34 FEET TO THE POINT OF BEGINNING OF PARCEL HEREIN DESCRIBED; THENCE CONTINUING WEST 51.95 FEET; THENCE NORTH 43.00 FEET; THENCE EAST 50.02 FEET; THENCE NORTH 3.00 FEET; THENCE EAST 1.83 FEET; THENCE SOUTH 46.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS RECORDED AS DOCUMENT NUMBER 24384493 AND AS CREATED BY DEED RECORDED AS DOCUMENT NUMBER 24593216 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

COMMENT:
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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 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 of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 17TH

day of MAY A.D. 19 90

Joseph Liotta (SEAL)
JOSEPH LIOTTA (SEAL)

90345382

REPT. OF RECORDS \$14.00
#4444 TRIN 5755-07 18/20-10.44.00
#8235 # F * 90-345382
COOK COUNTY RECORDER (SEAL)

STATE OF ILLINOIS
COUNTY OF COOK } ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH LIOTTA, MARRIED TO MARY LIOTTA 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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 17TH day of MAY, A.D. 19 90.

" OFFICIAL SEAL "
MY COMMISSION EXPIRES 4/11/92
NOTARY PUBLIC, STATE OF ILLINOIS
LOUIS BENSCHER

Notary Public

Box 403

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3/23/90

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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

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

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 Notarial Seal, this day of, A. D., 19

.....
Notary Public

MY COMMISSION EXPIRES

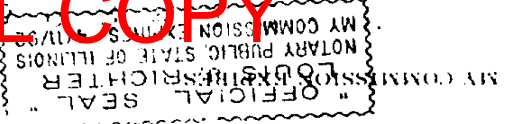
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THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAEWS
OF CRAGIN FEDERAL BANK FOR SAVINGS ASSOCIATION
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

Property of Cook County Clerk's Office

UNOFFICIAL COPY



Handwritten signature and date: MAY 17TH 1990

GIVEN under my hand and Notarial Seal this 17TH day of MAY A.D. 19 90

as I have free and voluntary act, for the uses and purposes therein set forth appeared before me this day in person, and acknowledged that he 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 JOSEPH LIOTTA, MARRIED TO MARY LIOTTA

STATE OF ILLINOIS COUNTY OF Cook ss. I, the undersigned, a Notary Public in

day of MAY 19 90 JOSEPH LIOTTA (SEAL) 90345382 (SEAL) COOK COUNTY RECORDER (SEAL) #0235 # F * -90-345382 RPT-OL RECORDING RGN-5755-07/18/80-15/44-00 \$19.00

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 17TH day of MAY 1990

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

It is further understood and agreed that in the event 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 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 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 contain in full force and effect all of the terms, conditions and covenants of 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 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 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.

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 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 any thing in and about said premises that the undersigned might or lawfully do, hereby ratifying and confirming anything that the undersigned may do.

NOW, THEREFORE, in order to better secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer, and set 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 rents and agreements and all the avails hereunder into the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

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

COMMONLY KNOWN AS, 144 OLIVER COURT, SCHAMBURG, ILLINOIS 60193

hereinthe Dollars (\$) in order of the KNOW /

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SECTION 1

5/25/90

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LIOTTA

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UNOFFICIAL COPY

CRAIG FEDERAL BANK FOR SAVINGS
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639
THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAMES

903453382

Property of Cook County Clerk's Office

SECRETARIAL RECORD

MY COMMISSION EXPIRES

Notary Public

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D. 19____, 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; and the said _____ 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 of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and _____ President of _____ the State of _____ DO HEREBY CERTIFY THAT _____ Secretary

_____ a Notary Public in and for said County, in

STATE OF _____ COUNTY OF _____ } ss.

ATTEST
By _____ Secretary
President

Secretary this _____ day of _____, A. D. 19____

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____