## UNOFFICIAL COMPANY IN COMMENT Trust 362, 98,27,51

### ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS wife that the undersigned, and Regina Treviso, a Spinster , the owners of the premises described on Exhibit "A" attached hereto (hereinafter called "Assignor"), do hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, sell, assign, transfer, and set over unto METROPOLITAN BANK AND TRUST COMPANY \_, an Illinois Banking Corporation (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note secured by the Mortgage made by Assignor to Assignee, dated July 15, 1991 , and recorded in the Office of the \_, and recorded in the Office of the Recorder of Cook County, Illinois, all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or verbal, or by virtue of any agreement for the use or occupancy of any part of said premises, heretoicre made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee, under the power hereby granted and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby appoint irrevocably said Assignee, true and lawful agent in its name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or verbal, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises, and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party of parties at such rental and upon such terms as the said Assignse shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said issignee shall be applied in such order as it may determine, on account of the following:

- Expenses and attorney's fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
- Expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.
  - 3. Taxes and assessments levied against said premises.



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4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named torein.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 16th day of July , 1991.

X Jose 1 Marps Jose C. Marps
Jose a. Treviso a/k/a Joe A. Treviso

Martha A. Treviso

Resign Treviso

### (ADD APPROPRIATE ACKNOWLEDGMENT)

I, Margaret A. Bryski
A Noraty Public in and for and residing in said county, in the State aforesaid,
DO HEREBY CERTIFY THAT Jose A. Treviso a/k/a Joe A. Treviso, Martin A. Treviso and Regina Treviso
who are personally known to me to be the same person s whose name 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 16th day of July .A.D. 1991

Notary Public (

### PREPARED BY/MAIL TO:

This document prepared by ANGENTA PERIOA 2201 November Contact Cont

" OFFICIAL SEAL "
MARGARET A. BRYS"
NOTARY PUBLIC, STATE OF IL!
MY COMMISSION EXPIRES 8/6/34

My Or Cook County Clark's Office

UNOFFICIAL COPY
Lot 31 in Subdivision of the West 1/2 of the South East 1/4 of the

Property of Cook County Clerk's Office

Lot 31 in Subdivision of the West 1/2 of the South East 1/4 of the North East 1/4 of the South West 1/4 of Section 31, Township 39 North, Range 14 East of the Third Principal Meridian, according to the plat thereof recorded December 26, 1889 as Document Number 1202755 in Cook County, Illinois.

Commonly Known as: 3645 S. Hoyne, Chicago, Illinois 60609

P. I. N. 17-31-315-006

3144182

## **UNOFFICIAL COPY**

