

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, GARY WHEATON BANK

91468171

TR NO 10-003 DATED AUGUST 19, 1991

of the CITY of WHEATON, County of DU PAGE, and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED SEVENTY-EIGHT THOUSAND AND NO/100

Dollars (\$ 178000 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:

LOT 4 (EXCEPT THE NORTH 8 FEET THEREOF) AND THE NORTH 12 FEET OF LOT 5 IN THE SUBDIVISION OF SUB BLOCK 1 OF BLOCK 15 IN SUFFERN S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS COMMONLY KNOWN AS 850 N. HOYNE CHICAGO, ILLINOIS 60822

PERMANENT INDEX #17-06-326-026

Property Clerk's Office 91468171

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

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assigns, transfers and sets 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 leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain lease and agreements now existing upon the property hereinabove described.

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 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 no 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 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 of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this ... day of ... A.D. 19...

(SEAL) (SEAL) (SEAL)

INDIVIDUALS

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

personally known to me to be the same person whose name ... subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... signed, sealed and delivered the said instrument as free and voluntary act, 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

Handwritten signature and date

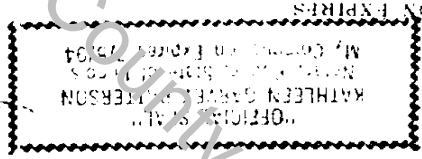
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UNOFFICIAL COPY

SECRET

Property of Cook County Clerk's Office

THIS INSTRUMENT WAS PREPARED BY RICHARD D. JAHNS OF CRAIG FEDERAL BANK FOR SAVINGS 510 WEST PETERSON AVENUE, CHICAGO, ILLINOIS 60639



Notary Public

GIVEN under my hand and Notary Seal, this 23RD day of AUGUST 1991, act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth. said Corporation, did affix the corporate seal of said Corporation to 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 person and acknowledged that they signed and delivered the said instrument as their own free and voluntary who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such and Secretary of said Corporation.

President of GARY WHEATON BANK

State of Illinois, DO HEREBY CERTIFY THAT a Notary Public in and for said County, in the

any liability on the said Gary Wheaton Bank. This instrument is executed by the Gary Wheaton Bank not generally but as

STATE OF ILLINOIS COUNTY OF

ATTEST

GARY WHEATON BANK TR NO 10-003 DATED AUGUST 19, 1991

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 23RD day of AUGUST 1991.

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