Know all men by these presents, that whereas,..... JOHN G. MCGINNIS AND CELINE T. MCGINNIS, HIS WIFE

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the following described real estate:

Lot 10 in Block 5 in McGinnis Lake Highlands, a Subdivision of the South East quarter (except the South 500.0 feet of the East 500.0 feet thereof and except the West half of the South East quarter) of Section 32, Township 37 North, Range 12, East of the Third Principal Meridian (also except the North 50.0 feet thereof dedicated for highway purposes) in Cook County, Illinois.

Palos Park II 60464 10404 West 134th Street, Permanent Index # 23-32-406-016

and, whereas, DAMEN SAVINGS AND LOAN ASSOCIATION is the holder of said mortgage and the note secured thereby:

DAMEN SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Association, 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 herea te; made or agreed to, or which may be made or agreed to by the Association under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such leases and a recements and all the avails hereunder unto the Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned do...... hereby irrevocably appoint the Association...their true and lawful attorney in fact, in the name and stead of the undersigned to collect all of said rents now due or arising or accruing at any time hereafter under each and every of the leases and agreements, written or verbal, existing or to exist hereafter, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such rents, or to secure and maintain possession of said premises or any part thereof, and to fill any and all vacancies, and to rent, lease or let any portion of said premis s to any party or parties at its discretion, for such rental or rentals as it may determine, hereby gianting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the undersigned or to .....their executors, ad no strators and assigns, and further, with power to use and apply said rents (after the payment of all necessary costs and expenses of the care and management of said premises, including taxes and assessments, and commission for leasing said premises and collecting rents therefrom paid to any real estate broker appointed by the Association at the usual and customary rates then in effect in the City of Chicago, County of Cook, Illinois) to the payment of the indebtedness secured by said mortgage or incurred increased. or to become due, or that may be hereafter contracted, hereby ratifying and confirming all that said attorney may do by virtue hereof.

It is further understood and agreed that the Association may, at its discretion, return appoint or employ attorneys, agents or servants for the purpose of exercising any of the powers and authority herein granted and the Association shall not be liable for any default, miscarriage, acts or omissions of such attorneys, agents or servants, if such attorneys, agents or servants were selected with reasonable care.

This assignment of rents shall operate only after 30 days' default in any of the payments required by the mortgage hereinbefore described, or immediately upon the breach of any of the covenants therein contained; and when out of the net rents collected hereunder there shall have been paid all the said indebtedness and liabilities, then this instrument shall become void and the Association shall release the same by written instrument.

And it is further agreed that no decree or judgment which may be entered on any debts secured or intended to be secured hereby shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force until the payment and discharge of any and all indebtedness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned has x have hereunto set	
this day of October A. D.	1991
$\mathcal{O}(1, \mathbb{C})$	F. E.

..... (SEAL)

## UNOFFICIAL COPY

1			
r	Bernard M. Bred	hlin	a Notary Public
			llinois, DO HEREBY CER-
TIFY that	JOHN G. MC	GINNIS AND	************
***************************************	CELINE T.	MCGINNIS, H	IS WIFE
	personally known to	me to be the sam	e person <sup>S</sup> whose name S ping Instrument, appeared
delivered the	is day in person and ack	nowledged that	they signed, sealed and and voluntary act, for the
GIVEN	under my hand and Notas	rial Seal, this	7th
day of	October A. D	19-91	

BERNAPD M. BRECHLIN NOTARY PUPLIC, BTATE OF ILLINOIS MY COMMILS ON EXPIRES 12/14/91

This instrument was prepared by: Laura Gordon

TE PIRED CONTINUE CON Damen Savings and Loan Association 5100 South Damen Avenue, Chicago, Ill.

Notary Public.

EEE 1201

5100 So. Damen Ave. Chicago, IL 60609 DAMEN SAVINGS AND LOAN ASSN.

:OT JIAM

## Assignment of Rents

SAVINGS AND LOAN ASSOCIATION