

KNOW ALL MEN BY THESE PRESENTS, that VINCENT D. O'DONNELL and MARLENE O'DONNELL, his wife And Co-Mortgagors JOHN ZUHR and CHRISTINE ZUHR, his wife Chicago , County of Cook Illinois 🕶 🛳 Cith , and State of -

to order to secure an indebtedness of MINETY-FOUR THOUSAND AND NO/100s

Dellars (\$ 94,000.00 ), executed a mortgage of even date herewith, mortgaging to

NORTHWEST COMMERCE BANK, ROSEMONT, ILLINOIS

ewing described real estate

Lot 24 in Shepard's Subdivision of Block 4 in Montrose in Section 15, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index No.: 13-15-104-018-0000 IN KILPOURN CHICACOLLO 111

and, whereas, said Bank in the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in o'der to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned bereby assign fransfer and set over unto said Bank, hereinafter referred to as the Bank, and/or its successors and assigns, all the reak new 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 heres fter made or agreed to, or which may be made or agreed to by the Bank under the power herein granted, it being the intention erreby to establish an absolute transfer and assignment of all such leases and agreements and all the avails hereunder unto on Bank and especially those certain leases and agreements now existing upon the presenty berespabove described.

The undersigned, do hereby irrevocably appyint the said Bank the agent of the undersigned for the management of said property, and do hereby authorize the Bank to let and re-let said premises or any part thereof, according to its own discretion, for such rental or rentale as it may or erinine, and to bring or defend any suits in connection with said premises in its own name or in the names of the undersigned or 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 'ar said Bank may do.

It is understood and agreed that the said Bank 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 said Bank, 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 promises, including taxes, insurance, assessments, usual and customery commissions to a real estate broker for lessing said pression and collecting rents and the expense for such attorneys, which and servants as may reasonably be necessary.

It is understood and agreed that the Bank 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 covenant,

It is further understood and agreed, that in the event of the exercise of this elaignment, the undersigned will pay rent for the premises occupied by the undersigned at the prevailing rate par month for so h room, and a failure on the part of the undersigned to promptly pay and rest on the first day of each and every month on in and of itself constitute a forcible entry and detainer and the Bank may in its own name and without any notice or demond, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of atturn y shall be binding upon and inure to the banefit 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 midebtodness or liability of the ereigned to the said Bank shall have been fully paid, at which time this assignment and poer of attorney shall terminate

The failure of the Bank to exercise any right which it might exercise hereunder shall not be deemed a waiver by the mk of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and small this

October A D, 19 91 Yincent U. (SEAL) (SEAL) (SEAL) John Zuh STATE OF

COUNTY OF

. a Notary Public in

, AD 1977

VINCENT D. O'DONNELL AND MARLENE ad for said County, in the State aforesaid, DO HEREBY CERTIFY THAT O'DONNELL, his wife and co-mortgagors JOHN ZUHR AND CHRISTINE ZUHR, his wife, stonally known to me to be the same person g whose name gsubscribed to the foregoing instrument.

appeared before me this day in person, and acknowledged that

signed, sealed and delivered the said instrument

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

GIVEN under my hand and Notarial Seal, this " OFFICIAL, SEAL MY COUNTY SO ON EXPITES 9/22/92

prepared by and mail to: MICHAEL J. WILLIAMSON, NORTHWEST COMMERCE BANK 9575 WEST HIGGINS ROAD, ROSEMONT, II. 60018

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