

UNOFFICIAL COPY

Assignment of Rents

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, _____
CHARLES A. BROWNELL, Married to Barbara J. Brownell

of the City of Chicago County of Cook and State of Illinois,

in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, a corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as the Association) all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

LEGAL CONTAINED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

The undersigned hereby represents that no such lease or agreement has an unexpired term of more than one year, nor has any rent been paid thereunder more than one installment in advance; and the undersigned hereby covenants not to collect any of the rents, issues or profits in advance of the time they become due under or by virtue of any such lease or agreement, nor to modify or amend any such existing lease or agreement by extending the term thereof or by reducing the amount of rent due thereunder.

THIS INSTRUMENT WAS PREPARED BY: Gloria M. Rasmussen
FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND
475 East 162nd Street, South Holland, IL 60473

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted.

The undersigned, do hereby irrevocably appoint the said Association their agent for the management of said property, and do hereby authorize the Association 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 said Association may do.

It being understood and agreed that the said Association 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 Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at the rate of \$1000.00 per month, and a failure on their part promptly to 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 Association 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this _____ day of

FEBRUARY, A.D., 1991

[Signature] (SEAL) _____ (SEAL)
CHARLES A. BROWNELL (SEAL) _____ (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 CHARLES A. BROWNELL, Married to Barbara J. Brownell

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 2nd day of February, A.D., 1991

G. M. Rasmussen
Notary Public
MY COMMISSION EXPIRES 1/1/92

[Signature]
Notary Public

LOAN NO. 14834-7.0

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BOX 67

Assignment of Rents

TO

**FIRST SAVINGS AND LOAN
ASSOCIATION
OF SOUTH HOLLAND**

Property of Cook County Clerk's Office

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EXHIBIT "A"

PARCEL 1:

THAT PART OF THE NORTH WEST 1/4 OF THE NORTH EAST 1/4 OF SECTION 1, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT, 1020.86 FEET NORTH, AND 789.48 FEET WEST OF THE SOUTH EAST CORNER OF SAID NORTH WEST 1/4 OF THE NORTH EAST 1/4, AS MEASURED ALONG THE EAST LINE THEREOF, AND ALONG A LINE AT RIGHT ANGLES THERETO, (SAID EAST LINE HAVING AN ASSUMED BEARING OF DUE NORTH FOR THIS LEGAL DESCRIPTION); THENCE SOUTH 67 DEGREES 48 MINUTES 22 SECONDS WEST, 50.71 FEET; THENCE NORTH 22 DEGREES 11 MINUTES 38 SECONDS WEST, 58.67 FEET; TO A POINT 1056.03 FEET NORTH, AND 858.61 FEET, WEST OF THE SOUTH EAST CORNER OF SAID NORTH WEST 1/4 OF THE NORTH EAST 1/4, AS MEASURED ALONG THE EAST LINE THEREOF, AND ALONG A LINE AT RIGHT ANGLES THERETO; THENCE NORTH 26 DEGREES 32 MINUTES 00 SECONDS EAST, 9.9 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 54 SECONDS EAST, 23.47 FEET; THENCE NORTH 34 DEGREES 05 MINUTES 41 SECONDS EAST, 11.70 FEET; THENCE NORTH 67 DEGREES 48 MINUTES 22 SECONDS EAST, 10 FEET; THENCE SOUTH 22 DEGREES 11 MINUTES 38 SECONDS EAST, 71.75 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2:

MORTGAGORS ALSO HEREBY GRANT TO THE MORTGAGEE, ITS SUCCESSOR OR ASSIGNS AN EASEMENT APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, THE RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID REAL ESTATE AS SET FORTH IN A CERTAIN DECLARATION OF PROTECTIVE COVENANTS DATED AUGUST 18, 1977 AND RECORDED SEPTEMBER 23, 1977 AS DOCUMENT 24119679, ALL IN COOK COUNTY, ILLINOIS AND MORTGAGOR MAKES THIS CONVEYANCE SUBJECT TO THE EASEMENT RESERVED FOR THE BENEFIT OF ADJOINING PARCELS IN SAID DOCUMENT, WHICH IS INCORPORATED HEREIN BY REFERENCE THERETO FOR THE BENEFIT OF THE REAL ESTATE ABOVE DESCRIBED AND ADJOINING PARCELS.

THIS MORTGAGE/DOCUMENT IS SUBJECT TO ALL RIGHTS, EASEMENTS, RESTRICTIONS, CONDITIONS, COVENANTS AND RESERVATIONS CONTAINED IN THE DOCUMENT LISTED ABOVE, THE SAME AS THOUGH THE PROVISIONS OF SAID DOCUMENT WERE RECITED AND SET FORTH AT LENGTH HEREIN.

PERMANENT INDEX NO.: 02 01 200 034 0000

ADDRESS OF PROPERTY: 2340 West Nichols Road, Arlington Heights, IL 60004

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