KNOW ALL MEN BY THESE PRESENTS, that

ROGELIO HERRERA AND TERESA HERRERA, HIS WIFE

One hundred seventy two thousand five hundred and 00/100's

of the

city

in order to secure an indebtedness of

Chicago

. County of

Cook

, and State of

Illinois

Dollars (\$ 172,500.00, executed a mortgage of even date herewith, mortgaging to

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Mortgagee, the following described real estate:

LOT 20 IN CRAM'S SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 4 IN SUPERIOR COURT COMMISSIONER'S PARTITION OF BLOCKS 2, 4, 7 AND WEST 1/2 OF BLOCK 3 AND THE SOUTH 1/2 OF BLOCK 8 IN COCHRAN AND OTHERS SUBDIVISION OF THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN# 17-06-416-001-0000

Commonly known as: 1825 W. Thomas, Chicago, 1L 60622

and, whereas, said Mortgagee at 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 assign, transfer, and set over unto said Mortgagee, and or its successors and assigns, all the repts 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 be the after the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all to the leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now expring upon the property hereinabove described.

The undersigned, do hereby irrevocroly appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgager to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in come close with said premises in its own name or in the name(s) 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 may it do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee ska I have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability rouse undersigned to the Mortgagee, due or to become due, or that may be reafter 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 tents and the expense for such attorneys, agents and servants as may real enably 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 ricath 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 inner 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 includeness 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

25th

August day of (SEAL) Teresa Herrera Rogelio Herrera (SEAL) Illinois STATE OF

Cook COUNTY OF

personally known to me to be the same person whose name

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

ROGELIO HERRERA AND TERESA HERRERA,

HIS WIFE

appeared before me this day in person, and acknowledged that

subscribed to the foregoing instrument,

signed, sealed and delivered the said instrument

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

GIVEN under my hand and Notarial Seal, this

25th

A.D. 1992

MAIL TU

THIS INSTRUMENT WAS PREPARED BY: Beatrice Kolodziej SECURITY FEDERAL SAVINGS & LOAN ASSOCIATION OF CHICAGO 1209 N. Milwaukee Avenue Chicago, IL 60622

"OFFICIAL SEAL" Tricle A. Montgomery othery Public, State of Illinois Cook County m Expires 1/27/96

are

they

(SEAL)

(SEAL)

UNOFFICIAL COPY

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Property of Cook County Clerk's Office