

UNOFFICIAL COPY

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IN WITNESS whereof the undersigned has/have hereunto set their hand and seal this 20th day of January A.D. 19 92

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.

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.

It is further understood and agreed that the Association may, at its discretion, retain, 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.

The undersigned do hereby irrevocably appoint the Association the 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 premises to any party or parties at its discretion, for such rental or rentals as it may determine, hereby granting 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 the executors, administrators 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 thereunder, due or to become due, or that may be hereafter incurred, hereby ratifying and confirming all that said attorney may do by virtue hereof.

and confirming all that said attorney may do by virtue hereof. The undersigned do hereby irrevocably appoint the Association the 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 premises to any party or parties at its discretion, for such rental or rentals as it may determine, hereby granting 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 the executors, administrators 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 thereunder, due or to become due, or that may be hereafter incurred, hereby ratifying and confirming all that said attorney may do by virtue hereof.

and assignment of all such leases and agreements and all the aforesaid premises and the association and Association under the power herein granted, it being the intention hereby to establish an absolute transfer 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, it being the intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all the aforesaid premises and the association and especially those certain leases and agreements now existing upon the property hereinabove described.

herby assign transfer and set over unto DAMEN FEDERAL BANK for savings 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 or, 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 Association under the power herein granted, it being the intention hereby to establish an absolute transfer

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the said Francisco Javier Tavares and Gladys Tavares, his wife

and, whereas, DAMEN FEDERAL BANK for savings is the holder of said mortgage and the note secured thereby:

92040383

5130 S. Kedzie, Chicago, Illinois 60632 PIN# 19-11-406-029 & 19-11-406-030

DEPT-01 RECORDING 12333 N. LAKE ST. CHICAGO, ILL. 60642

THIS DOCUMENT IS BEING RE-RECORDED FOR RE-ACKNOWLEDGEMENT AND NOTARIZATION.

ILLINOIS. LOT 40 IN BLOCK 1 IN WATERMAN'S ADDITION TO MORRELL PARK AND ELSDON, SECTION 11, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE CHAIN OF TITLES.

in order to secure an indebtedness of Seventy Four Thousand and No/100 dollars executed a mortgage of even date herewith, mortgaging to DAMEN FEDERAL BANK for savings the following described real estate:

of the City of Chicago County of Cook and State of Illinois Francisco Javier Tavares and Gladys Tavares, his wife

Know all men by these presents, that whereas, 92532771

ASSIGNMENT OF RENTS / 0 72940383

92532771

56682826

92040383

92040383

BOX 260

DEPT-01 RECORDING 12333 N. LAKE ST. CHICAGO, ILL. 60642

Assignment of Rents

Francisco Javier Tavares and

Clady's Tavares, his wife

TO

DAMEN FEDERAL BANK for savings

UNOFFICIAL COPY

MAIL TO:
DAMEN FEDERAL BANK for savings
5100 So. Damen Ave.
Chicago, IL 60609



92878995

92878995

92040383

Property of Cook County Clerk's Office

DEPT-01 RECORDINGS \$23.00
19888 TRAN 4521 11/23/92 15:15:00
44752 \$ -92-878995
COOK COUNTY RECORDER

92878995

DAMEN FEDERAL BANK for savings
5100 South Damen Avenue, Chicago, IL
Zulema Alvarado
This instrument was prepared by:

KENNETH D. VANEK
Notary Public, State of Illinois
My Commission Expires 2/14/96

Notary Public
I, Kenneth D. VaneK, Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY CERTIFY that Francisco Javier Tavares and Clady's Tavares, his wife are personally known to me to be the same person as whose name are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this 20th day of January, A.D. 19 92

STATE OF ILLINOIS
COUNTY OF Cook