

**UNOFFICIAL COPY**

**ASSIGNMENT OF RENTS**

390900659

KNOW ALL MEN BY THESE PRESENTS, that Whereas, **JERRY W THOMA**

of the **UNITED STATES** of **AMERICA**, County of \_\_\_\_\_, and

State of **ILLINOIS**, to secure an indebtedness of **92885073** Dollars (\$ **75,200.00**)

executed a mortgage of even date herewith, mortgaging to **MIDAMERICA FEDERAL SAVINGS BANK**

the following described real estate: *Lots 41 and 42 in Block 59 in 2d Cross Second Addition To DuSable being a Subdivision in the Northwest 1/4 of Section 34 Township 34 North Range 12 East of the Third Principal Meridian*

P.I.N. 15 34 108 064

**MIDAMERICA FEDERAL SAVINGS BANK**

and, whereas, \_\_\_\_\_ is 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, **JERRY W THOMA**

hereby assign, transfer, **MIDAMERICA FEDERAL SAVINGS BANK**

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 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 avals 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 said Association the agent of the undersigned 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 is understood and agreed that the said Association shall have the power to use and apply said avals, 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 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 rents and the expense for such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the Association 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.

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 month 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 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.

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

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this **12TH** day of **FEBRUARY**, A. D. 19 **90**

*Jerry W. Thoma*

(SEAL)  
(SEAL)  
(SEAL)  
(SEAL)

COOK COUNTY RECORDER  
#7245 + E \* - 02 - 8856175  
145555 RRN 2318 11/24/92 15124:00  
DEPT-01 RECORDING

STATE OF ILLINOIS  
COUNTY OF **COOK** ) SS.  
**THE UNDERSIGNED**

**JERRY W THOMA**, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this

12th day of February, A. D. 1990

**MAE OAHMS**  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/2/93

*Mae Oahms*  
Notary Public

92885073

*23.00*

*By 15*

UNOFFICIAL COPY

Box

Assignment of Rents

JERRY W THOMA

TO

MIDAMERICA FEDERAL SAVINGS BANK  
40 WEST 47TH STREET  
WESTERN SPRING, IL 60558

Loan No. 0390900559

9512 LEXINGTON  
BROOKFIELD, IL 60513

Property of Cook County Clerk's Office

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
President of  
and  
Secretary of said Corpora-  
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-  
ment as such President, and Secretary, respectively, appeared before me  
and the said Secretary then and there acknowledged that as custodian of the  
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said instrument as  
and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.  
GIVEN under my hand and notarial seal, this day of A. D. 19

STATE OF ILLINOIS }  
COUNTY OF }  
SS.

Secretary

President

By

ATTEST

IN TESTIMONY WHEREOF, the undersigned  
 hath caused these presents to be signed by its President and its corporate seal to be here-  
 unto affixed and attested by its Secretary this day of A. D. 19

Notary Public.

62958826