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UNOFFICIAL COPY

ASSIGNMENT OF RENTS

92115738

390505136

KNOW ALL MEN BY THESE PRESENTS, that whereas, JOSEPH P ZELLER AND NANCY J ZELLER

of the UNITED STATES of AMERICA, County of _____, and State of _____, in order to secure an indebtedness of ONE HUNDRED NINETY THOUSAND AND NO/100 Dollars (\$ 190,000.00)

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

the following described real estate:

THAT PART OF BLOCK 9 IN UNIT NO. 8 MANOVER GARDENS 1ST ADDITION, OF PART OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF SAID BLOCK 9, 1180.0 FEET EAST OF THE NORTH WEST CORNER OF SAID BLOCK 9; THENCE SOUTH AT RIGHT ANGLES A DISTANCE OF 120 FEET TO THE SOUTH LINE OF SAID BLOCK; THENCE EAST ON THE SOUTH LINE OF SAID BLOCK A DISTANCE OF 78.00 FEET; THENCE NORTH AT RIGHT ANGLES A DISTANCE OF 120.0 FEET TO THE NORTH LINE OF SAID BLOCK A DISTANCE OF 78.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

7350 174 W
Room 2552

2001 Narcissus

P. I. N. 00-25-30

and, whereas, _____ holder of said mortgage and the note secured thereon, NOW, THEREFORE, in order to carry out the terms of said mortgage, the undersigned, _____ of said _____ hereby assign, transfer, set over unto MIDAMERICA FEDERAL SAVINGS BANK

2/2/92

hereinafter referred to as the Association, 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 avails 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 avails, issue 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 right 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 6TH day of FEBRUARY A. D. 19 92

PREPARED BY & MAIL TO:
MIDAMERICA FEDERAL SAVINGS BANK
1001 S. WASHINGTON STREET
NAPERVILLE, ILL60566

Joseph P. Zeller (SEAL)
Nancy J. Zeller (SEAL)

STATE OF ILLINOIS
COUNTY OF *DUKE*) SS

BOX 303

I, THE UNDERSIGNED, JOSEPH P ZELLER AND NANCY J ZELLER, 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 *S* whose names *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 Notary Seal this 18th day of FEBRUARY A. D. 19 92

"OFFICIAL SEAL"
Alan R. Kalas
Notary Public, State of Illinois
My Commission Expires 3/15/95

Alan R. Kalas
Notary Public

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Assignment of Rents

Box _____

tu

Loan No. _____

Property of Cook County Clerk's Office

FILED FOR RECORD
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Notary Public

SECRET

GIVEN under my hand and notarial seal, this _____ day of _____, A. D. 19____, _____ and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth, _____ corporate seal of said Corporation and affix the corporate seal of said Corporation to said instrument as _____ own free _____ and the said _____ Secretary then and there acknowledged that _____ as custodian of _____ and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth, _____ President, and _____ Secretary, respectively, appeared before me _____ ion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru- _____ and _____ Secretary of said Corpora- _____ President of _____ the State aforesaid, DO HEREBY CERTIFY THAT _____ } SS _____ COUNTY OF _____ STATE OF ILLINOIS

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____. _____ ATTEST _____ Secretary _____ President _____ By _____

My Commission Expires 3/15/95
Notary Public
OFFICIAL SEAL

UNOFFICIAL COPY

Notary Public

GIVEN under my hand and seal this day in person, and acknowledged that
I, the undersigned, have delivered the said instrument as
personally known to me to be the same person as whose name is
subscribed to the foregoing instrument
signed, sealed and delivered before me this day in person, and acknowledged that
the uses and purposes therein set forth,
1872 day of February

THE STATE OF ILLINOIS
COUNTY OF []
THE UNDERSIGNED
JOSEPH P ZELLER AND NANCY J ZELLER
A Notary Public in and for said County, in

BOX 333

PREPARED BY & MAIL TO:
MIDAMERICA FEDERAL SAVINGS BANK
1001 S. WASHINGTON STREET
NAPERVILLE, ILL 60566

Joseph P Zeller
Nancy J Zeller

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this
FEBRUARY 19 92 A D 19 92

It is understood and agreed that the Association will not exercise its rights under this Assignment until after the
fault 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 month shall, in and of
itself constitute a forcible entry and detainer and the Association and its agents, administrators, successors and
power of attorney shall be binding upon and have 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 to exercise thereafter.

It is understood and agreed that the Association will not exercise its rights under this Assignment until after the
fault 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 month shall, in and of
itself constitute a forcible entry and detainer and the Association and its agents, administrators, successors and
power of attorney shall be binding upon and have 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 to exercise thereafter.

hereinafter referred to as the Association, and/or its successors and assigns, all the terms now due or which may here-
after 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
avails hereunder unto the Association and especially those certain leases and agreements now existing upon the prop-
erty hereinabove described.
The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the man-
agement 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 name 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 ratify-
ing and confirming anything and everything that the said Association may do.

and act as transferor and assignor of the premises hereinabove described, and do hereby assign, transfer, convey, and
MIDAMERICA FEDERAL SAVINGS BANK

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said
said mortgage and the note secured thereby:

and, whereas, MIDAMERICA FEDERAL SAVINGS BANK
is the holder of

P. I. N. 06-25-308-036 and 06-25-308-037 N.Z.
801 Madison, Western Bank, Inc.

executed a mortgage of even date her-
MII

ONE HUNDRED NINETY THOUSAND AND
State of
of the UNITED STATES

KNOW ALL MEN BY THESE

1505136
1,000.00
and
ER

7350174W
Evan J Szy

92115738
20-92

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hath caused these presents to be signed by its
unto affixed and attested by its

Secretary this day of _____, A. D., 19

ATTEST

By

President

Secretary

STATE OF ILLINOIS }
COUNTY OF _____ } ss

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
this day in person and acknowledged that they signed and delivered the said Instrument as their own free and
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth

and the said _____, Secretary then and there acknowledged that _____, as custodian of
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free
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 _____

Notary Public.

18791127

11 21 1933

NOTARY PUBLIC

TO

Loan No. _____

Box _____
Assignment of Rents
