

92125286

AFTER RECORDING

MAIL TO: Essex Mortgage Corporation
200 Golden Oak Court
Suite 300
Virginia Beach, VA 23452
Attn: Karrey Mitchell

BORROWER: Bruce Rabin

ADDRESS: 2331 W. Farwell #1N
Chicago, IL

PROPERTY PIN #: 11-31-121-004

ASSIGNMENT

For and in consideration of One Dollar (\$1.00) and other valuable considerations, the receipt hereof is hereby acknowledged, First National Bank of Wheeling, does release, transfer, set over and assign

Essex Mortgage Corporation
200 Golden Oak Court
Suite 300
Virginia Beach, VA 23452

all its right, title and interest, in and to the following Mortgages:

FILED ON: 10/22/79 AS DOCUMENT # 25202319

for legal description: SEE EXHIBIT A ATTACHED

First National Bank of Wheeling is also assigning to Essex Mortgage Corporation all its right, title and interest in and to the Notes secured by the above described Mortgages.

Dated the 14th day of February, 1992.

First National Bank of Wheeling

BY: [Signature]
William B. Bogenski
ITS: President

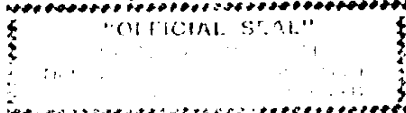
ATTEST:
BY: [Signature]
David A. Dykstra
ITS: Vice-President

STATE OF ILLINOIS
COUNTY OF Cook SS

I, Trene Kowalski, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that William B. Bogenski, personally to be the President of the said First National Bank of Wheeling, a national banking association of the State of Illinois, and David A. Dykstra personally knew to me to be the Vice-President of said association, and personally known to me to be the same persons whose names are subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that such William B. Bogenski and David A. Dykstra, they signed and delivered the said instrument as President and Vice-President of said association, and caused the corporate seal of said association to be affixed thereto, pursuant to authority given by the Board of Directors of said association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15th day of Feb, 1992.

[Signature]
Notary Public



My commission expires: _____

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Property of Cook County Clerk's Office

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UNOFFICIAL COPY

of the Village of Skokie 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 NATIONAL BANK OF WHEELING, WHEELING, ILLINOIS, a corporation organized and existing under the laws of the United States (hereinafter referred to as the Bank) 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:

Unit No. 2331-1N in the Ivy Court Condominium as delineated on a survey of the following described real estate: Lot 1 in Kellen's Farwell Western Subdivision of Part of the North 1/2 of Lot 28 in Smith's addition to Rogers Park, a Subdivision in the Northwest 1/4 of Section 31, Township 41 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois: which survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document No. 25122951 together with its undivided percentage of interest in the common elements.

He also hereby grants to the Mortgagee, its successors and Assigns, as right and benefit appertaining to the above described real estate the rights and easements the benefit of said property set forth in the Declaration of Condominium aforesaid subject to all rights, easements, covenants, conditions, restrictions and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein.

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IT IS UNDERSTOOD AND AGREED THAT THE BANK 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 BANK.

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Bank, 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 Bank under the power herein granted.

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

It being understood and agreed that the said Bank 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 Bank, 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 Bank 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 prevailing rate per month for each room, and a failure on their part 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 Bank 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 Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 17th day of September A. D. 19 79

.....(SEAL) *Bruce Rabin*(SEAL)

.....(SEAL)(SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, *Alvin* a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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