

UNOFFICIAL COPY

ASSIGNMENT OF RENT FOR INDIVIDUALS

Loan No. _____

ASSIGNMENT OF RENTS

92209919

KNOW ALL MEN BY THESE PRESENTS, that Aron Barvish, Galina Barvish and Boris Barvish of the Village of Buffalo Grove, County of Cook, and State of Illinois

In order to secure an indebtedness of Two Hundred Two Thousand Two Hundred Eighty Thousand and No/100ths----- Dollars (\$202,280.00-), executed a mortgage of even date herewith, mortgaging to

FIRST COLONIAL BANK NORTHWEST

the following described real estate:

SEE ATTACHED EXHIBIT "A"

DEPT-01 RECORDING

\$23.50

T#2222 TRAN 3632 05/06/92 15:01:00
#6532 B *92-309919
COOK COUNTY RECORDER

03-15-400-020

and, whereas, said Bank 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 hereby assign, transfer and set over unto said Bank, hereinafter referred to as the Bank, 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 an 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 Bank 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 Bank and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Bank the agent of the undersigned 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, for such rental or rentals as it may determine, 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 is 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 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 Bank 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 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.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this...twenty-third.....

day of...March..... A. D. 1992...

Aron Barvish (SEAL)
Boris Barvish (SEAL)

Galina Barvish (SEAL)

STATE OF Illinois
COUNTY OF Cook

I, Jan Reade 92209919 a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ARON BARVISH, GALINA BARVISH AND BORIS BARVISH personally known to me to be the persons whose names subscribed to the foregoing instrument,

appeared before me, and acknowledged that signed, sealed and delivered the said instrument

as My Commission expires on _____, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND and Notarial Seal, this 23rd day of March, A.D. 1992

Jan Reade
Notary Public

2350

PREFERRED LAND TITLE 92-331959

92209919 61666226

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Property of Cook County Clerk's Office

92309919

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9 2 3 0 9 9 1 9

Property of Cook County Clerk

TO THE PLACE OF BEGINNING,
 ALL IN SAID LOT 1 IN WHEELING PARK APARTMENTS, BEING A SUBDIVISION OF THE SOUTH
 1/4 OF SECTION 15, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
 MERIDIAN TAKEN AS ONE TRACT, EXCEPT THEREFROM THE WEST 351.4 FEET THEREOF (AS
 MEASURED ON THE NORTH LINE AND SOUTH LINES THEREOF) IN COOK COUNTY, ILLINOIS.

- TENCE DUE EAST, 57.0 FEET;
- TENCE DUE SOUTH, 46.33 FEET;
- TENCE DUE EAST, 15.0 FEET;
- TENCE DUE SOUTH, 57.0 FEET;
- TENCE DUE WEST, 57.0 FEET;
- TENCE DUE NORTH, 46.33 FEET;
- TENCE DUE WEST, 15.0 FEET;
- TENCE DUE NORTH, 57.0 FEET;

ALL THAT PART LYING NORTH OF THE SOUTH 51.665 FEET, AS MEASURED AT RIGHT ANGLES
 TO THE MOST SOUTHERLY LINE THEREOF, OF THAT PART OF LOT 1 DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89 DEGREES 59
 MINUTES 58 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 415.43 FEET; THENCE
 DUE SOUTH 27.0 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE LAND HEREIN
 DESCRIBED;

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