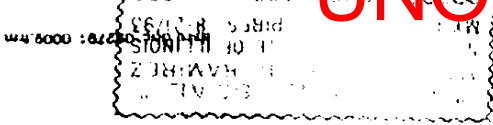


UNOFFICIAL COPY



THIS INSTRUMENT WAS PREPARED BY: BOX 218
MARTHA PATRICIA RAMIREZ
SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO
1209 N. MILWAUKEE AVENUE, CHICAGO, ILLINOIS 60622

Notary Public
Mrs. Robert Ramsey
MAY day of 1992 A.D.

GIVEN under my hand and Notarial Seal, this 7TH day of MAY, 1992, as THEIR free and voluntary act, for the uses and purposes therein set forth:

appeared before me this day in person, and acknowledged that THEY personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument:

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT ROBERTO TANON MARRIED TO ZORAIDA RIVERA EUGENIO ESCALANTE A BACHELOR COUNTY OF COOK) as) STATE OF ILLINOIS)

(SEAL) _____ (SEAL) _____
EUGENIO ESCALANTE ROBERTO TANON
MAY day of 1992 A.D.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 7TH day of MAY, 1992

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

It is understood and agreed that the Mortgagee 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. The Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate. It shall continue in full force and effect until the indebtedness or liability of the undersigned to said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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 to pay rent shall constitute a forcible entry and detainer and the Mortgagee 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 the indebtedness or liability of the undersigned to said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suit in connection with said premises in its own name or in the name(s) of the undersigned, 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 Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, issue and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, 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 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 to pay rent shall constitute a forcible entry and detainer and the Mortgagee 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 the indebtedness or liability of the undersigned to said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby as (agent), transfer(s) and assign(s) over unto said Mortgagee, 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 Mortgagee 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 Mortgagee and especially those certain leases and agreements now existing upon the property heretofore described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suit in connection with said premises in its own name or in the name(s) of the undersigned, 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 Mortgagee may do.

It is understood and agreed that the Mortgagee shall have the power to use and apply said avals, issue and profits toward the payment of any present or future indebtedness or liability of the undersigned to the Mortgagee, 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 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 to pay rent shall constitute a forcible entry and detainer and the Mortgagee 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 the indebtedness or liability of the undersigned to said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 7TH day of MAY, 1992

2399

Know all men by these presents, that EUGENIO ESCALANTE A BACHELOR, County of COOK, and State of ILLINOIS, in order to secure an indebtedness of NINETY THOUSAND 00/100\$ Dollars (\$ 90000.00), executed a mortgage of even date herewith, mortgaging to SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO hereinafter referred to as the Mortgagee, the following described real estate:
LOT 32 IN BLOCK 7 IN THE HUMBOLDT PARK RESIDENCE ASSOCIATION SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
PERMANENT INDEX NO. 16-01-320-026-0730

1992 MAY 11 10:05 92322043

7266440 F32000

Assignment of Rents (Individual Form) Loan No. 112400213

92322043

UNOFFICIAL COPY

Property of Cook County Clerk's Office