

# UNOFFICIAL COPY

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MAY 26 9 27 AM '92 - 72-905L 2nd

Know all men by these presents, that whereas, DAVID MAGALLANES AND AURELIA MAGALLANES, HIS WIFE AND FILIBERTO MAGALLANES AND OLIMPIA MAGALLANES, HIS WIFE AND ELIAS MAGALLANES AND MARIA CARMEN MAGALLANES, HIS WIFE

of the City of Chicago County of Cook and State of Illinois

in order to secure an indebtedness of EIGHTY TWO THOUSAND AND NO/100 dollars executed a mortgage of even date herewith, mortgaging to **DAMEN FEDERAL BANK** for savings the following described real estate:

Lots 11 and 12 in Karel V. Janovsky's Resubdivision of Blocks 1 and 2 (except Lot 1 in said Block 1) in Subdivision of the North East ¼ of the North West ¼ of the South East ¼ of Section 12, Township 38 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

2625 West 51st Street, Chicago Illinois 60632  
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and, whereas, **DAMEN FEDERAL BANK** for savings 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 said David Magallanes and Aurelia Magallanes, his wife and Filiberto Magallanes and Olimpia Magallanes, his wife and Elias Magallanes and Maria Carmen Magallanes, his

hereby assign, transfer and set over unto **DAMEN FEDERAL BANK** for savings 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 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 Association their true and lawful attorney in fact, in the name and stead of the undersigned to collect all of said rents now due or arising or accruing at any time hereafter under each and every of the leases and agreements, written or verbal, existing or to exist hereafter, for said premises, and to use such measures, legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of such rents, or to secure and maintain possession of said premises or any part thereof, and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties at its discretion, for such rental or rentals as it may determine, hereby granting full power and authority to exercise each and every the rights, privileges and powers herein granted at any and all times hereafter without notice to the undersigned or to their executors, administrators and assigns, and further with power to use and apply said rents (after the payment of all necessary costs and expenses of the care and management of said premises, including taxes and assessments, and commission for leasing said premises and collecting rents therefrom paid to any real estate broker appointed by the Association at the usual and customary rates then in effect in the city of Chicago, County of Cook, Illinois) to the payment of the indebtedness secured by said mortgage or incurred thereunder, due or to become due, or that may be hereafter contracted, hereby ratifying and confirming all that said attorney may do by virtue hereof.

It is further understood and agreed that the Association may, at its discretion, retain, appoint or employ attorneys, agents or servants for the purpose of exercising any of the powers and authority herein granted and the Association shall not be liable for any default, miscarriage, acts or omissions of such attorneys, agents or servants, if such attorneys, agents or servants were selected with reasonable care.

This assignment of rents shall operate only after 30 days' default in any of the payments required by the mortgage hereinbefore described, or immediately upon the breach of any of the covenants therein contained; and when out of the net rents collected hereunder there shall have been paid all the said indebtedness and liabilities, then this instrument shall become void and the Association shall release the same by written instrument.

And it is further agreed that no decree or judgment which may be entered on any debts secured or intended to be secured hereby shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force until the payment and discharge of any and all indebtedness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned ~~both~~ have hereunto set their hands and seals this 18th day of May A. D. 19 92

	<u>David Magallanes</u>	AM	<u>Aurelia Magallanes</u>	(SEAL)
FM	<u>Filiberto Magallanes</u>	OM	<u>Olimpia Magallanes</u>	(SEAL)
EM	<u>Elias Magallanes</u>	MCM	<u>Maria Carmen Magallanes</u>	(SEAL)

