

# UNOFFICIAL COPY ASSIGNMENT OF RENTS

92379338

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Know all men by these presents, that whereas, Armando Villanueva and Raquel Villanueva, his wife  
 of the City of Chicago County of Cook and State of Illinois  
 in order to secure an indebtedness of SIXTY FIVE THOUSAND AND NO/100 dollars  
 executed a mortgage of even date herewith, mortgaging to **DAMEN FEDERAL BANK** for savings the  
 following described real estate:

Lot 53 in Block 9 in Stewart's Subdivision of the Southwest Quarter of Section 1,  
 Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County,  
 Illinois.

4348 S. Whipple  
 Chicago, Illinois 60632

92379338

DEPT-01 RECORDING \$23.50  
 T4444 TRAN 9465 06/01/92 10:05:00  
 \$2580 \* - 92-379338  
 COOK COUNTY RECORDER

PIN 19-01-703-036

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 Armando Villanueva and  
Raquel Villanueva, his wife

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 under-  
 signed 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 mort-  
 gage 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 in-  
 debtedness 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 ~~has~~ have hereunto set their hand s  
 and seal s this 22nd day of May A.D. 19 92

AV Armando Villanueva (SEAL)  
 RV Raquel Villanueva (SEAL)  
 (SEAL)

# UNOFFICIAL COPY

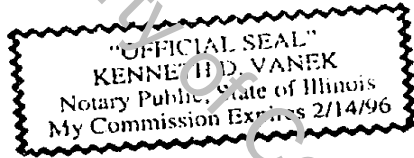
STATE OF ILLINOIS  
COUNTY OF Cook

} SS  
I Kenneth D. Vanek, a  
Notary Public in and for and residing in said County, in the State of Illinois, DO HEREBY  
CERTIFY that Armando Villanueva and  
Raquel Villanueva, his wife

who are personally known to me to be the same  
person s whose name s 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 Notarial Seal, this 22nd  
day of May, A.D. 19 92

*Kenneth D. Vanek*  
Notary Public



This instrument was prepared by:  
Rocio Rios  
**DAMEN FEDERAL BANK for savings**  
5100 South Damen Avenue, Chicago, IL

Property of Cook County Clerk's Office

92379338

DR# 9341-0

## Assignment of Rents

Armando Villanueva and  
Raquel Villanueva, his wife

TO  
**DAMEN FEDERAL BANK for savings**  
5100 SOUTH DAMEN AVENUE  
CHICAGO, ILLINOIS 60632



MAIL TO:  
**DAMEN FEDERAL BANK for savings**  
5100 So. Damen Ave.  
Chicago, IL 60609