

Assignment of Rents

(Individual, Corporation, and Corporate Land Trustee)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MOSTAFA M. MAKSY and FATMA MAKSY, HUSBAND AND WIFE of the VILLAGE of SCHAUMBURG County of COOK and State of ILLINOIS

in order to secure an indebtedness of ONE HUNDRED NINETY-SIX THOUSAND EIGHT HUNDRED AND NO/100 Dollars (\$ 196800.00), executed a mortgage of even date herewith, mortgaging to

CRAGIN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Mortgagee, the following described real estate:

PARCEL 1: THAT PART OF LOT 18254 (EXCEPT THAT PART OF SAID LOT 18254 LYING SOUTH OF A LINE DRAWN AT 90 DEGREES TO THE EAST LINE OF SAID LOT AT A POINT ON SAID EAST LINE 195.43 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT), IN SECTION 3, WEATHERSFIELD UNIT 18, BEING A SUBDIVISION IN THE SOUTH WEST QUARTER OF SECTION 27, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF SAID LOT 18254 AT A POINT 195.43 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 18254, THENCE WEST, AT 90 DEGREES TO THE EAST LINE OF SAID LOT 18254 224.67 FEET; THENCE NORTH 107.50 FEET, TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED (FOR THE PURPOSE OF DESCRIBING THIS PARCEL WEST LINE OF SAID LOT 18254 TAKEN AS "NORTH AND SOUTH"); THENCE NORTH 46.00 FEET, THENCE EAST 49.94 FEET; THENCE SOUTH 46.00 FEET; THENCE WEST 1.83 FEET; THENCE NORTH 3.00 FEET; THENCE WEST 46.28 FEET; THENCE SOUTH 3.00 FEET; THENCE WEST 1.83 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PROTECTIVE COVENANTS DATED MARCH 9, 1978 AND RECORDED MARCH 31, 1978 AS DOCUMENT 24384493 AND AS CREATED BY DEED FROM FIRST NATIONAL BANK OF DES PLAINES, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 17, 1977 AND KNOWN AS TRUST NUMBER 74201807 TO HARRY O. RODE DATED NOVEMBER 30, 1978 AND RECORDED JANUARY 18, 1979 AS DOCUMENT 24505863, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 134 CLASSIC DRIVE, SCHAUMBURG, ILLINOIS 60193

PERMANENT INDEX #07-27-302-041-0000

TAXES, REPAIRS, MAINTENANCE, INSURANCE AND CUSTOMARY COMMISSIONS TO A TITLE CURATIVE WORKER 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 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 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 all of the indebtedness or liability of the undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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 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 thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 8TH

day of JANUARY A.D., 19 93

X Mostafa M. Maksi (SEAL) X Fatma Maksi (SEAL) MOSTAFA M. MAKSY (SEAL) FATMA MAKSY (SEAL)

STATE OF ILLINOIS } ss. I, the undersigned, a Notary Public in

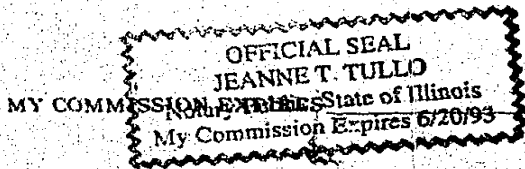
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MOSTAFA M. MAKSY and FATMA MAKSY, HUSBAND AND WIFE

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 8TH day of JANUARY A.D. 19 93.



Notary Public signature and date

INDIVIDUALS

93032989

UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned, CORPORATION, has caused these presents to be signed by its

President and its corporate seal to be hereunto affixed and attested by its

Secretary this _____ day of _____, A. D., 19 _____

ATTEST

Secretary

By _____
President

STATE OF _____ }
COUNTY OF _____ } SS.

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

President of _____
and _____ Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ President, and _____ Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said Instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and the said _____ Secretary then and there acknowledged that _____ as custodian of the corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D., 19 _____

Notary Public.

MY COMMISSION EXPIRES _____

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THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL BANK FOR SAVINGS XXXXXXXXXXXX
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

DEPT-01 RECORDING
#2082 # 78024
T#1111 TRNN 7821 01/13/98 15:55:00

UNOFFICIAL COPY

OFFICIAL SEAL
JEANNE T. TULLO
Notary Public
State of Illinois
My Commission Expires 6/20/93

[Handwritten Signature]
Notary Public
A.D. 19 93

STANDARD

GIVEN under my hand and Notarial Seal, this _____ day of _____ JANUARY, 19 93

as the said _____ free and voluntary act, for the uses and purposes therein set forth.
appeared before me this day in person, and acknowledged that _____ they _____ signed, sealed and delivered the said instrument
personally known to me to be the same person as whose name _____ are _____ subscribed to the foregoing instrument,
FATMA MAKSY, HUSBAND AND WIFE
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MOSTAFA M. MAKSY and

STATE OF ILLINOIS }
COUNTY OF _____ } ss. I, the undersigned, a Notary Public in

_____ (SEAL) _____ (SEAL)
MOSTAFA M. MAKSY
FATMA MAKSY
_____ (SEAL) _____ (SEAL)
day of _____ JANUARY, 19 93

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this _____ day of _____ JANUARY, 19 93

_____ (SEAL) _____ (SEAL)
Mortgage of its right of exercise hereafter.
The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the
any payment secured by the mortgage or after a breach of any of its covenants.
It is understood and agreed that the Mortgagee will not exercise its rights, under this Assignment until after default in
said Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.
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
detriment and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the
and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry and
signed to promptly pay said rent on the first day of each and every month, and of itself constitute a forcible entry and
the premises occupied by the undersigned at the prevailing rate per month for each room, and a failure on the part of the under-
It is further understood and agreed, that in the event of the exercise of this assignment, the undersigned will pay rent for
and the expense for such attorneys, agents and servants as may reasonably be necessary.
It is understood and agreed that the Mortgagee 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 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 about said premises that the undersigned may do, hereby ratifying and confirming anything and everything that the
Mortgagee may do.
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 suits in connection with said premises in its own name or in the name(s) 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
an absolute transfer and assignment of all leases and agreements and all the avails hereunder unto the Mortgagee and especially
those certain leases and agreements now existing upon the property hereinabove described.
NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the un-
derigned hereby assign, transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due
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 hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the
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 leases and agreements and all the avails hereunder unto the Mortgagee and especially
those certain leases and agreements now existing upon the property hereinabove described.

COMMONLY KNOWN AS 134 CLASSIC DRIVE, SCHAMBURG, ILLINOIS 60193

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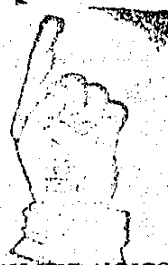
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UNOFFICIAL COPY

DEPT-01 RECORDING
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THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAIG FEDERAL BANK FOR SAVINGS
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639



MY COMMISSION EXPIRES

Notary Public

GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D., 19____
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
and the said _____ Secretary then and there acknowledged that _____ as custodian of the
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
President, and _____ Secretary, respectively, appeared before me
ment as such _____ and _____ Secretary, respectively, appeared before me
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
and _____ Secretary of said Corpora-

and _____ Secretary of said Corpora-
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-
ment as such _____ and _____ Secretary, respectively, appeared before me
voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
and the said _____ Secretary then and there acknowledged that _____ as custodian of the
corporate seal of said Corporation, did affix the corporate seal of said Corporation to said Instrument as _____ own free
and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth;
GIVEN under my hand and Notarial Seal, this _____ day of _____, A. D., 19____

I, _____, a Notary Public in and for said County, in
the State aforesaid, DO HEREBY CERTIFY THAT
President of _____
Secretary of _____

STATE OF _____ }
COUNTY OF _____ }
SS. _____
Secretary

ATTEST
By _____ President
Secretary

Secretary this _____ day of _____, A. D., 19____
President and its corporate seal to be hereunto affixed and attested by its
IN WITNESS WHEREOF, the undersigned, _____ CORPORATION, has caused these presents to be signed by its

SECRETARIAL RECORD