

**UNOFFICIAL COPY**

**ASSIGNMENT OF RENTS**

BRONISLAW PLACHYTKA AND

KNOW ALL MEN BY THESE PRESENTS, that whereas,  
KRYSTYNA PLACHYTKA, HIS WIFE;

of the CITY of PARK RIDGE, County of COOK, and  
State of ILLINOIS, in order to secure an indebtedness of  
FORTY-FOUR THOUSAND FIVE HUNDRED AND 00/100 Dollars (\$ 44,500.00,  
executed a mortgage of even date herewith, mortgaging to  
COMMUNITY SAVINGS BANK

LOT FIVE (5) IN BLOCK TWO (2) IN TITLEY'S SUBDIVISION OF LOT ONE (1) IN  
CIRCUIT COURT PARTITION OF THE WEST HALF (W-1/2) OF THE SOUTHEAST QUARTER  
(SE-1/4) (EXCEPT THE SOUTH 33-1/3 ACRES) AND THE NORTH HALF (N-1/2) OF THE  
SOUTHWEST QUARTER (SW-1/4) (EXCEPT THE SOUTH 33-1/3 ACRES) OF SECTION  
TWENTY-NINE (29), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF  
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PERMANENT INDEX NUMBER: 13-29-402-003.

PROPERTY COMMONLY KNOWN AS: 5849 W. DIVERSEY AVENUE-CHICAGO, IL 60639.  
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 BRONISLAW PLACHYTKA AND KRYSTYNA PLACHYTKA, HIS WIFE,

hereby assign, transfer, and set over unto  
COMMUNITY SAVINGS BANK

hereinafter referred to as the Association, and/or its successors and assigns, all the rents now due or which may here-  
after 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 prop-  
erty hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned for the man-  
agement of said property, and do hereby authorize the Association 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 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 ratify-  
ing and confirming anything and everything that the said Association may do.

It is understood and agreed that the said Association 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 Associ-  
ation, 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 Association will not exercise its rights under this Assignment until after de-  
fault 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 Association may in its own name and without any notice or de-  
mand, 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 Association shall have been  
fully paid, at which time this assignment and power of attorney shall terminate.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 21ST

day of APRIL, A. D., 19 93

BRONISLAW PLACHYTKA (SEAL)  
KRYSTYNA PLACHYTKA (SEAL)  
*Krystyna Plachytka* (SEAL)  
(SEAL)

STATE OF ILLINOIS  
COUNTY OF COOK } ss.

93335795

I, MARK L. DABROWSKI, Notary Public in and for said County, in  
the State aforesaid, DO HEREBY CERTIFY THAT BRONISLAW PLACHYTKA AND  
KRYSTYNA PLACHYTKA HIS WIFE,  
personally known to me to be the same person whose name is subscribed to the foregoing instrument,  
appeared before me this day in person, and acknowledged that they signed, sealed and de-  
livered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

OFFICIAL SEAL  
GIVEN UNDER MY OFFICIAL SEAL, this 21ST day of APRIL, A. D., 19 93  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 8/22/94

*Mark L. Dabrowski*  
Notary Public

S139774410 62

WAS-51347441B

93335795

2300 BANK

UNOFFICIAL COPY

Assignment of Rents

Box 331

BRONISLAW PLACHYTKA AND KRYSZYNA PLACHYTKA

5849 W. DIVERSEY AVENUE

CHICAGO, IL 60639

TO

COMMUNITY SAVINGS BANK  
4801 W. BELMONT AVENUE  
CHICAGO, ILLINOIS 60641

Loan No. 14078-8

Property of Cook County Clerk

DEPT-01 RECORDING \$23.00  
141111 TRAN 9692 05/05/93 09:22:00  
#7970 # -93-335795  
COOK COUNTY RECORDER

IN TESTIMONY WHEREOF, the undersigned  
hath caused these presents to be signed by its President and its corporate seal to be here-  
unto affixed and attested by its Secretary this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 19\_\_\_\_  
ATTEST  
By \_\_\_\_\_ President  
Secretary

STATE OF ILLINOIS }  
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 Corpora-  
tion, who are personally known to me to be the same persons whose names are subscribed to the foregoing instru-  
ment 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.