

UNOFFICIAL COPY ASSIGNMENT OF RENTS

THIS INSTRUMENT WAS PREPARED BY
DOLORES M. WALLENBERG
CHESTERFIELD FEDERAL SAVINGS & LOAN ASS'N.
10801 S. Western Ave. Chicago, Ill. 60643

KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned,

JOHN R. O'BRIEN and MAUREEN A. O'BRIEN, his wife,

DEPT-01 RECORDING \$23.50
73333 TRAN 3331 06/01/94 14:33:00
47735 4 FEB * -94 -488164
COOK COUNTY RECORDER
County of Cook, State of Illinois,

94488164

94488164

of the City of Chicago

in order to secure an indebtedness of EIGHTY-SEVEN THOUSAND AND NO/100---(\$87,000.00)---Dollars executed a mortgage of even date herewith, mortgaging to CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO the following described real estate, situated in the County of Cook, in the State of Illinois, to wit:

*****THIS LEGAL IS ATTACHED HERETO AND MADE A PART OF THIS INSTRUMENT*****

PARCEL #1: Lot 3 and the South half of Lot 2 in Block 33 in WILSON'S SUBDIVISION of Lots 6, 7, 8, 20, 21, 22, 23 and 24 (with vacated alley) in Block 33 and of Lots 4, 5, 6, 7 and 8 in Block 34 in WASHINGTON HEIGHTS, being a subdivision in Section 18, Township 37 North, Range 14 East of the Third Principal Meridian according to the Plat of said subdivision recorded December 9, 1890 as Document No. 1385713 in Book 16 of Plats, Page 8 in COOK COUNTY, ILLINOIS.

PARCEL #2: Lot 19 in Block 5 in O. RUETER and COMPANY'S BEVERLY HILLS SUBDIVISION of the South 3/8ths of the West half of the North West quarter of Section 6, Township 37 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded November 26, 1921 as Document No. 7337133 in COOK COUNTY, ILLINOIS.

PARCEL #1: 10732 S. Wood St., Chicago, IL 60643-3416
PERMANENT REAL ESTATE TAX INDEX NO. 25-18-402-025-0000.

PARCEL #2: 2340 W. 91st St., Chicago, IL 60620-6204
PERMANENT REAL ESTATE TAX INDEX NO. 25-06-115-033-0000.

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, replacements, alterations and capital improvements and changes 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 said Association may do.

It is understood and agreed that the said Association shall have the power to use and apply such avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to said Association, 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, the making of capital improvements usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expenses for such attorneys, agents and servants as may reasonably be necessary, hereby granting full power and authority to exercise each and every right, privilege and power granted at any and all times hereafter without notice to the undersigned or to executors, administrators and assigns of the undersigned, 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 and shall incur no liability for any action taken hereunder except only for its own gross negligence or gross misconduct.

It is understood and agreed that the Association 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.

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 the 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 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 party 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.

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.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 31st day of May A.D. 19 94 .

John R. O'Brien
JOHN R. O'BRIEN (SEAL)

Maureen A. O'Brien
MAUREEN A. O'BRIEN (SEAL)

STATE OF ILLINOIS /
COUNTY OF COOK / SS.

94488164

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that

JOHN R. O'BRIEN and MAUREEN A. O'BRIEN, his wife,

personally known to me to be the same person whose names are subscribed to the foregoing instrument, appeared before me this day to personally examine and they signed, sealed and delivered the said instrument as their free and voluntary act for the purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of MAY A.D. 19 94
Randy J. Trater
Notary Public, State of Illinois
My Commission Expires 3/11/97

Randy J. Trater
Notary Public

51405075 R.W.W.

INTERCOUNTY TITL



BOOK 134X

ASSIGNMENT OF RENTS

JOHN R. O'BRIEN

AND
MAUREEN A. O'BRIEN

TO

**CHESTERFIELD FEDERAL
SAVINGS AND LOAN ASSOCIATION
OF CHICAGO**

10801 SOUTH WESTERN AVENUE

LOAN NO.

ARM-2000241-5

1732 S. Wood St., Chicago, IL 60643-3416

1340 W. 91st, Chicago, IL 60620-6204

Please Receipt & Return

Chesterfield Federal
SAVINGS AND LOAN ASSOCIATION

10801 S. Western Ave., Chicago, IL 60643
Attention: Dolores Wallenberg

Property of Cook County Clerk's Office

9198VV6

UNOFFICIAL COPY

Notary Public

A.D. 19 94

day of May

My Commission Expires 3/1/95
Notary Public, State of Illinois
RANNEY I. TRAFER
OFFICIAL SEAL



personally known to me to be the same person. Said name S. A. R. subscribed to the foregoing instrument, appeared before me this day to persons and voluntarily signed, sealed and delivered the said instrument as their free and lawful act and deed.

JOHN R. O'BRIEN and MAUREEN A. O'BRIEN, his wife,

I, the undersigned, a Notary Public in and for said County, in the State of Illinois, do hereby certify that

94988164

STATE OF ILLINOIS
COUNTY OF COOK

JOHN R. O'BRIEN (SEAL)
MAUREEN A. O'BRIEN (SEAL)

May

A.D. 19 94

IN WITNESS WHEREOF, the undersigned set their hands and seals, this 31st day of

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

And, it is further agreed that no lien or judgment which may be entered on any debts secured or insured 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 whatever form the same may be.

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 the 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 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 party 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.

It is further understood and agreed that the Association 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.

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 hereunder except only for its own gross negligence or gross misconduct.

It is further understood and agreed that the Association shall have the power to use and apply such avals, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to said Association, 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, the making of capital improvements, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expenses for such attorneys, agents and servants as may reasonably be necessary, hereby granting full power and authority to exercise each and every right, privilege and power granted at any and all times hereafter without notice to the undersigned or to executors, administrators and assigns of the undersigned, hereby ratifying and confirming the same.

It is understood and agreed that the said Association shall have the power to use and apply such avals, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to said Association, 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, the making of capital improvements, usual and customary commissions to a real estate broker for leasing said premises and collecting rents and the expenses for such attorneys, agents and servants as may reasonably be necessary, hereby granting full power and authority to exercise each and every right, privilege and power granted at any and all times hereafter without notice to the undersigned or to executors, administrators and assigns of the undersigned, hereby ratifying and confirming the same.

The undersigned, do hereby irrevocably appoint the said Association the attorney-in-fact of the undersigned for the management, operation and leasing of said property, and do hereby authorize the Association to let and re-let said premises, or any part thereof, including the cancellation or modification of existing leases, 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 of the undersigned, as it may consider expedient, and to make such repairs, replacements, alterations and capital improvements and changes to the premises as it may deem proper or advisable, and to do anything in and about said premises that it, the undersigned might do, hereby ratifying and confirming anything and everything that the said Association may do.

NOW THEREFORE, in order to further secure said indebtedness and as a part of the consideration of said transaction, the said undersigned hereby assigns, transfers and sets over unto CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, 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 avals hereunder unto the Association, and especially those certain leases and agreements now existing upon the property hereinabove described.

and whereas, CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO is the holder of said mortgage and the note secured hereby;

INTERCOUNTY TITLE

S1405075 R.W.W.

THIS INSTRUMENT WAS PREPARED BY
DOLORES M. WATKINS
S.N.
43
\$23.50
1:33:00
8164

UNOFFICIAL COPY

1914466

Property of Cook County Clerk's Office

Box 134

ASSIGNMENT OF RENTS

JOHN R. O'BRIEN

MAUREEN A. O'BRIEN

TO

**CHESTERFIELD FEDERAL
SAVINGS AND LOAN ASSOCIATION
OF CHICAGO**

10801 SOUTH WESTERN AVENUE

LOAN NO.

ARM-2000241-5

#1: 10732 S. Wood St., Chicago, IL 60643-3416

#2: 2340 W. 91st, Chicago, IL 60620-6204

Please Receipt & Return

Chesterfield Federal
SAVINGS AND LOAN ASSOCIATION

10801 S. Western Ave., Chicago, IL 60643

Attention: Dolores Wallenberg

UNOFFICIAL COPY ASSIGNMENT OF REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: THE FIRST MORTGAGE CORPORATION, a Corporation organized and existing under and by virtue of the laws of the State of Illinois, and authorized to do business in Illinois and having its principal office and place of business in the City of Flossmoor, State of Illinois. Party of the First Part, for value received, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, sell, assign, bargain, transfer and set over unto:
COUNTRYWIDE FUNDING CORPORATION

Part of the Second Part, its successors and assigns, a certain indenture of mortgage dated the 4TH day of APRIL 1994 made by: \$23.00

ROBERT TROTTER AND FLORENCE TROTTER HIS WIFE

to it, securing the payment of one promissory note therein described for the sum of SEVENTY NINE THOUSAND EIGHT HUNDRED TWENTY FIVE AND NO/100

and all right, title and interest in and to the premises situated in the County of COOK and State of Illinois and described in said mortgage as follows:
to wit:

LOT 108 IN ELMORES POTTOWATOMIE HILLS A SUBDIVISION OF THE SOUTH 60 ACRES OF THE WEST 1/2 OF THE SOUTHWEST 1/4 AND ALSO THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. TAX ID #26-25-311-003

17205 LONGFELLOW AVE
HAZEL CREST, IL 60429



Which said mortgage is Recorded in the office of the Recorder of Cook County, in the State of Illinois, in Book at Page as Document No. 94-313945 together with the said note therein described, and the money due or to grow due thereon, with the interest: TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns, forever; subject only to the provisions contained in the said indenture of mortgage.
IN WITNESS WHEREOF, the party of the first part has caused this instrument to be executed in its name by its Vice President, and attested by its Assistant Secretary and its corporate seal to be hereunto affixed this 4TH day of APRIL, A.D. 1994

ATTEST

(SEAL)

BILL PAUL

Assistant Secretary

BY

ANN RUBERRY

Vice President

STATE OF ILLINOIS }

COUNTY OF COOK } ss

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the persons whose names are subscribed to the foregoing instrument are personally known to me to be duly authorized officers of THE FIRST MORTGAGE CORPORATION and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their 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 Assistant Secretary did also then and there acknowledge that he/she as custodian of the seal of said Corporation did affix the said corporate seal to said instruments as his/her 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 4TH day of APRIL, A.D. 1994

THIS INSTRUMENT WAS PREPARED BY:
ANN RUBERRY
THE FIRST MORTGAGE CORPORATION
19831 GOVERNORS HIGHWAY
FLOSSMOOR, ILLINOIS 60422

NOTARY PUBLIC

OFFICIAL SEAL
SUSAN M. CURTIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/20/95

513561934

INTERCOUNTY TITLE ITC

94-18078

94488165

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Susan M. Curtis
23-6

UNOFFICIAL COPY

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