

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas,

KWAI CHAU TONG and LAP YI LEUNG, his wife

of the CITY of CHICAGO, County of COOK, and  
State of ILLINOIS

in order to secure an indebtedness of  
NINETY THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO/100'S Dollars (\$ 93,250.00)

executed a mortgage of even date herewith, mortgaging to  
WASHINGTON SAVINGS BANK

the following described real estate:  
LOT 46 IN BLOCK 13 IN THE CANAL TRUSTEE SUBDIVISION OF THE EAST 1/2  
OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 1708 W 33RD PLACE CHICAGO, IL 60608  
PIN# 17-31-218-042-0000

and, whereas, WASHINGTON SAVINGS BANK 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 undersigned KWAI CHAU TONG and LAP YI LEUNG, his wife

hereby assign they, transfer the and set over unto  
WASHINGTON SAVINGS BANK

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 hereinafter 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 said Association the agent of the undersigned for the management  
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 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 said avails, issues and  
profits toward the payment of any present or future indebtedness or liability of the undersigned to the 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, 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. The Association shall be liable to account only for those rents actually received.

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 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 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 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 30TH  
day of JULY A. D., 19 94

Kwai Chau Tong (SEAL)  
Lap Yi Leung (SEAL)

COOK COUNTY, ILLINOIS (SEAL)  
FILED FOR RECORD (SEAL)

1994 AUG -4 AM 11:10 94690286

State of Illinois }  
County of COOK } ss.

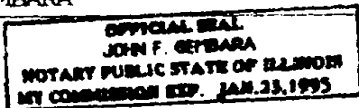
I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named  
persons personally known to me to be the same persons whose names are subscribed to the foregoing Instrument, appeared before me this  
day in person, and acknowledged that they signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses  
and purposes therein set forth, including the release and waiver of the right of homestead ~~GIVEN~~ under my hand and Notarial Seal,  
this 30TH day of JULY, A. D. 1994

John F. Gembara  
NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY

JOHN F. GEMBARA

My Commission Expires JANUARY 23, 1995



BOX 333-CTI

7573838 DB in 2nd CD

237

94690286

RECORDED

UNOFFICIAL COPY

Assignment of Rents

Box

MAIL

TO

WASHINGTON SAVINGS BANK  
2869 S ARCHER  
CHICAGO, IL 60608

Loan No. 000015-5

Property of Cook County Clerk's Office

Notary Public

GIVEN under my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, \_\_\_\_\_ 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. \_\_\_\_\_, 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; \_\_\_\_\_, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and \_\_\_\_\_, Secretary of said Corporation, appeared before me and there 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.

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

STATE OF ILLINOIS  
COUNTY OF \_\_\_\_\_  
SS. \_\_\_\_\_

Secretary

President

By \_\_\_\_\_

ATTEST

\_\_\_\_\_ hath caused these presents to be signed by its \_\_\_\_\_, Secretary this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19\_\_\_\_, into affixed and attested by its \_\_\_\_\_, President and its corporate seal to be here-

IN TESTIMONY WHEREOF, the undersigned \_\_\_\_\_

98206956





UNOFFICIAL COPY

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94537557

94890294

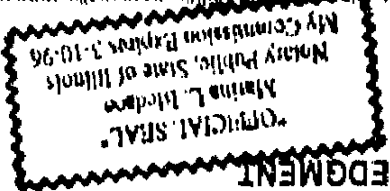
Property of Cook County Clerk's Office

LAKEVIEW, ILL. 60458 (Notary Public, No. 485, and known to me to be authorized agent of the corporation that executed the Mortgage and acknowledged the

My commission expires 3-10-96  
Residing at KAREN CA

Notary Public in and for the State of Illinois  
By *[Signature]*

On the 20th day of June, 1994, before me, the undersigned Notary Public, personally appeared Trust Officer and Trust Officer, of First American Bank formerly known as First American Bank of Riverside as Trustee under Trust Agreement dated December 2, 1988 and known as Trust No. 485, and known to me to be authorized agent of the corporation that executed the Mortgage and acknowledged the Mortgage to be the true and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the use and purposes therein expressed, and on oath stated that they are authorized to execute the Mortgage and in fact executed the Mortgage on behalf of the corporation.



STATE OF ILLINOIS  
COUNTY OF KANE

CORPORATE ACKNOWLEDGMENT

This Mortgage prepared by: Philip B. Alcaide  
18 Riverside Road  
Riverside, IL 60548

