008300

Lonn No. 6109-4

KNOW ALL MEN BY THESE PRESENTS, that ROSALTO MARTINEZ and SANDRA M. MARTINEZ, blo wife

City of the

of Chicago

. County of

Cook

and State of THI troofs

in order to accure an indebtedness of ONE HUNDRED THIRTY SIX THOUSAND FIVE HUNDRED and No/100------Dollars

Dollars (\$ 136,500,00), executed a mortgage of even data herewith, mortgaging to

UNIVERSAL FEDERAL SAVINGS BANK

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

Lots One Hundred Thirty Seven (137) and One Hundred Thirty Eight (138) in Harland and Other's Addition to Chicago, said Addition being a Subdivision of part of the South West Quarter (1/4) of the North East Quarter (1/4) of Section Thirty Two (32), Township Thirty Nine (39) North, Range Fourteen (14) East of the Third Principal Meridian, in Cook County, 1111nois and commonly known as 3336-3338 South Aberdeen Avenue, Chicago, Lilinois.

PTN # 17-32-216-167-0000 PTN # 17-32-216-166-0000

and, whereas, said Mortgages is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order k fo ther secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign , transfer and set over unto said Mortgagee, and/or its successors and assigns, all the rents now due or which may hereafter become due up by 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 by the Mortgagee under the power herein granted, it being the intention hereby to establish an absolute transfer and assignment of all such is used and agreements and all the avails because unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

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 come do to with said premises in its own name or in the name(s) of the undersigned, as it may consider expedient, and to make such repair. In the premises as it may does proper or advisable, and to do anything in and about said premises that the undersigned might dit, hereby ratifying and confirming anything and everything that the Mortgagee may do.

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 the expense for such attorneys, agents and servants as may reso ably 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 prevaling rate per north 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 incre to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a Covenant rouning with the land, and shall continue in full force and effect until all of the parties derect and shall be undersigned to the said Mortgagee shall have been fully paid, at which time this assignment and power of ottorney shall terminate.

It is understood and agreed that the Mortgagee will not exercise its rights on the 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 Mortgageo to exercise any right which it might exercise herounder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, scaled and delivered this

Rosalio Martinez	A. D., 19 9	Sandra M. Martinez (SEAL
STATE OF 1111nois COUNTY OF Cook	} as,	I, the undersigned, a Notary Public i
and for said County, in the State a Sandra M. Martinez, personally known to me to be the appeared before me this day in pe	his wife same persons whose n	arnes are subscribed to the foregoing instrumen
yaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa	aaaaaag	and purposes therein set forth.
GIVEN usder in PhiliCIALISEA Lorraine G. Kirste Notary Public, State of i My Commission Expires	n § Hinois § 5/18/96 §	h day of February J. A.D. 10 94 Assaure Public Public
THIS INSTRUMENT WAS PRE	PARED BY:	OFFICE AND SHALL S

Anna M. Rios

1800 South Halsted Street



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ry Public, State of Almolt; he of the Market of Rents for a Direction Express of Alabara Standard Individual Form Assignment of Rents for Observation Express of the Market of Property of the Accounting Distribution of

UNOFFICIAL COPY

Property of Cook County Clark's Office