

UNOFFICIAL COPY

94385010

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, EDY BURTON A.K.A. Edream Burton

of the City of Oak Park, County of Cook, and State of Illinois, in order to secure an indebtedness of Seventy-Five Thousand and Nothing Over Hundred Dollars (\$ 75,000.00,

executed a mortgage of even date herewith, mortgaging to STERLING SAVINGS BANK, 5920 West North Av., Chicago, IL 60639

the following described real estate:

DEPT-01 RECORDING \$23.00
T02222 TRAN 0914 04/28/94 15:50:00
#7834 + KE # - 94 - 385010
COOK COUNTY RECORDER

Consumers Title C-4949

and, whereas, STERLING 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, EDY BURTON A.K.A. Edream Burton

hereby assign, X, transfer and set over unto STERLING SAVINGS BANK, 5920 West North Av., Chicago, IL 60639

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 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.

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 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 22nd day of April, A. D. 19 94

Edy Burton A.K.A. Edream Burton (SEAL)
(SEAL)
(SEAL)
(SEAL)

94385010

STATE OF ILLINOIS
COUNTY OF Cook ss.

I, the undersigned, Edy Burton, A.K.A. Edream Burton, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

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 he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 22nd day of April, A. D. 19 94

OFFICIAL SEAL
Ruth S. Moore
Notary Public, State of Illinois

Notary Public
[Signature]

UNOFFICIAL COPY

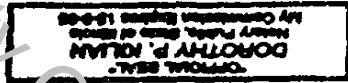
Assignment of Rents

Box _____

TU

Loan No. _____

Property of Cook County Clerk's Office



Notary Public

I, Dorothy Killian, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel F Ryan, President of STERLING SAVINGS BANK, 5920 W. North Av., Chicago, IL 60639 and Richard E. Stachio, 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, he affix the corporate seal of 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.

GIVEN under my hand and notarial seal, this 22nd day of APRIL, A. D. 19 94

STATE OF ILLINOIS }
 COUNTY OF COOK }
 SS }
 I, Dorothy Killian, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Daniel F Ryan, President of STERLING SAVINGS BANK, 5920 W. North Av., Chicago, IL 60639 and Richard E. Stachio, 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, he affix the corporate seal of 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.

GIVEN under my hand and notarial seal, this 22nd day of APRIL, A. D. 19 94

IN TESTIMONY WHEREOF, the undersigned Daniel F Ryan

ATTEST
 Secretary
 By _____
 STERLING SAVINGS BANK
 President

01058356