

# UNOFFICIAL COPY

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DEPT-01 RECORDING \$23.00  
 T#0012 TRAN 5661 08/03/95 13:09:00  
 #6720 # JM \*-95-511495  
 COOK COUNTY RECORDER  
 DEPT-10 PENALTY \$20.00

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**ASSIGNMENT OF RENTS**

L.B. Properties

Loan Number: \_\_\_\_\_

in order to secure an indebtedness of Four Hundred Forty Thousand Dollars & 00/100 Dollars (\$440,000.00), executed a Deed of Trust of even date herewith, mortgaging to, hereinafter referred to as Mortgagee

FIRST OF AMERICA BANK - Illinois, N.A.

the following described real estate: Lots 39 and 40 in Feather Creek, being a Resubdivision of part of the West 1/2 of Section 16, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

and, whereas, said Mortgagee is the holder of said Deed of Trust 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 corporation hereby assigns, transfers and sets over unto said Mortgagee, 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 Mortgagee 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 Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said 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 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 Mortgagee may do.

It is understood and agreed that the said 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 said 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 reasonably 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 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 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 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 Mortgagee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Mortgagee 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.

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

DATED: 28th day of July, A.D. 1995.

L.B. PROPERTIES, INC.

By: Donald E. Fike  
 Donald E. Fike, President

By: Nicholas L. Adkins  
 Nicholas L. Adkins, Secretary

BOX 333-CTI

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 200  
 198

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## NOTARY'S CERTIFICATE OF ACKNOWLEDGMENT

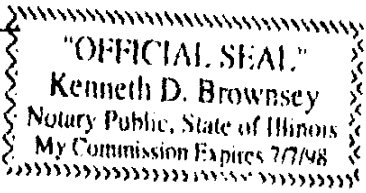
State of Illinois ) SS.

County of Kankakee )

I, the undersigned a Notary Public in and for the said county in the State aforesaid, DO HEREBY CERTIFY, that Donald E. Pitt & Nicholas L. Adkins personally known to me to be the same person whose name g subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as both 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 28th day of July, A.D. 1995.

Kenneth D. Brownsey  
Notary Public



Property of Cook County Clerk's Office

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