

ASSIGNMENT OF RENTS



Name: JOHN R. O'BRIEN and MAUREEN A. O'BRIEN

95751689

Prop. Address 1727 W. 107th St. Chicago, IL 60643-2703

DEPT-01 RECORDING \$23.50
T#0011 TRAN 8722 11/02/95 14:56:00
\$2700 + RV *-95-751689
COOK COUNTY RECORDER

Loan No. 01-1303453-2

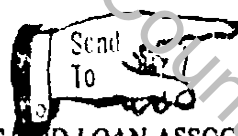
KNOW ALL MEN BY THESE PRESENTS, that whereas the undersigned, JOHN R. O'BRIEN and MAUREEN A. O'BRIEN, his wife, in order to secure an indebtedness of SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) Dollars executed a Mortgage of even date herewith, mortgaging to CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO the following described real estate, situated in the County of COOK, in the State of Illinois, to wit:

Handwritten: 2350

The North 430 feet of Lot 3 (except the East 115 feet of the North 220 feet thereof) in Block 13 in Washington Heights in Sections 18, 19 and 20, Township 37 North, Range 14, East of the Third Principal Meridian, in COOK COUNTY, ILLINOIS.

PERMANENT REAL ESTATE TAX INDEX NO. 25-18-404-067-0000
1727 W. 107th Street, Chicago, IL 60643-2703

PLEASE RECEIPT AND RETURN
CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSN.
10801 S. Western Ave., Chicago, IL 60643
Attention: DOLORES WALLEBERG



and whereas CHESTERFIELD FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO is the holder of said Mortgage and Note secured thereby:

Handwritten: 1303452

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 of 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 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 names of the undersigned, as it may consider expedient, and to make such repair, 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 towards 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.

Vertical stamp: 95751689

UNOFFICIAL COPY

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.

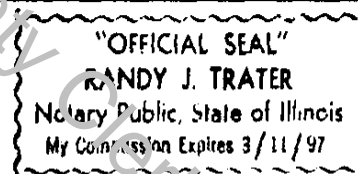
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals,
this 26th day of October, A.D. 1995

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

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

(SEAL) (SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } SS.



I, the undersigned, 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 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.

GIVEN under my hand and notarial seal this 26 day of OCTOBER, A. D. 1995

Randy J. Trater
Notary Public

95751669

This instrument prepared by:
Chesterfield Federal Savings and Loan Association of Chicago,
10801 S. Western Avenue, Chicago, IL., 60643