

UNOFFICIAL COPY

Loan No. 21607119-5

Assignment of Rents (Individual Form)

KNOW ALL MEN BY THESE PRESENTS, that **KEITH B. NYBORG and MARY P. NYBORG, HUSBAND AND WIFE**

96732386

of the **MOUNT PROSPECT**, County of **COOK**, and State of **IL**

In order to secure an indebtedness of **TWO HUNDRED FIFTY THOUSAND AND 00/100**

(\$ **250,000.00**)

Dollars

), executed a mortgage of even date herewith, mortgaging to **LIBERTY FEDERAL SAVINGS BANK**

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

PARCEL 1: THAT PART OF LOT 1 IN MANSARD LANE CONDOMINIUMS, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, FROM A POINT ON SAID NORTH LINE 225.5 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1 AND WHICH LIES EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1 FROM A POINT ON SAID NORTH LINE 299.5 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS. PARCEL 1A: EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS CREATED AND RESERVED IN DEED FROM PARKWAY BANK AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 22, 1974 AND KNOWN AS TRUST NUMBER 2764 TO STEPHEN M. DORF DATED SEPTEMBER 28, 1976 AND RECORDED DECEMBER 6, 1976 AS DOCUMENT 23737633, IN COOK COUNTY, ILLINOIS.

- DEPT-01 RECORDING \$23.00
- T40012 TRAN 2127 09/25/96 12:23:00
- #4124 ÷ CG #-96-732386
- COOK COUNTY RECORDER
- DEPT-10 PENALTY \$20.00

PROP. ADD 1707 W. MANSARD LANE, MT. PROSPECT, COOK

PERMANENT INDEX NUMBER: 08-22-203-053-0000

and, whereas, said Mortgagee 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 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 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.

96732386

#3 all

*23000
20000*

237780P

UNOFFICIAL COPY

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 all 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 name(s) 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 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 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 thereunder.

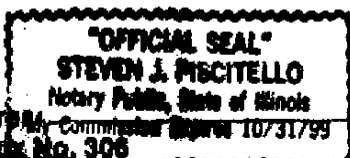
IN WITNESS WHEREOF, this Assignment of Rents is executed, sealed and delivered this 11th

day of September A.D., 1996

Kerith B. Nyborg (SEAL) Mary P. Nyborg (SEAL)
KERITH B. NYBORG (SEAL) MARY P. NYBORG (SEAL)

STATE OF IL)
COUNTY OF COOK) ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Kerith Nyborg & Mary P. Nyborg personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that signed, sealed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal, this 16th day of Sept. A.D. 1996



Steven J. Piscitello
Notary Public

My Commission Expires 10/31/99
Recorder's Office Box No. 306

OR LIBERTY FEDERAL SAVINGS BANK
MAIL 5700 N. Lincoln Avenue
TO: Chicago, Ill. 60659

This instrument was prepared by Thomas J. Garvey, Attorney for Liberty Federal Savings Bank, 5700 N. Lincoln Ave., Chicago, IL 60659

Prop Address: 1707 W. MANSARD COURT
Mt. Prospect, IL 60056

96732386