

UNOFFICIAL COPY

Loan No. 11-507239-2

This instrument was prepared by:
Susan M. Arquilla

96771775

Central Federal Savings and Loan
Association of Chicago
1601 W. Belmont Ave.
Chicago, IL 60657

DEPT-01 RECORDING \$23.00
T#0012 TRAN 2310 10/09/96 09:47:00
#0757 & CG #-96-771775
COOK COUNTY RECORDER

3000
767738
K. W. Henrich
see L.C. 92

Assignment of Rents

(Individual Form)

23.00

KNOW ALL MEN BY THESE PRESENTS, that *****FRANCIS A. DIAZ, a widower*****
of the City of CHICAGO County of COOK, and State of ILLINOIS
in order to secure an indebtedness of
****Four Hundred Six Thousand and No/10**** DOLLARS (\$ ****406,000.00****),
executed a mortgage of even date herewith, mortgaging to

CENTRAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

LOTS 23 AND 24 IN BLOCK 2 IN HENRY WOLFRAM'S SUBDIVISION OF BLOCK 8 IN CANAL TRUSTEE'S
SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN COOK COUNTY, ILLINOIS.****

COMMONLY KNOWN AS: 844-46 W. DIVERSEY PKY., CHICAGO, IL 60614

P/R/E/I # 14-29-230-017-0000 AND 14-29-230-018-0000

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(s), transfer(s) and set(s) 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 herein above described.

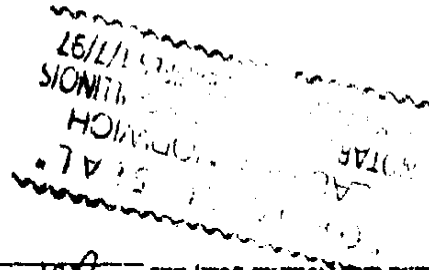
The undersigned, do(es) hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said
property, and do(es) hereby authorize the Mortgagee to let and re-let said premises or any part thereof, according to its own
discretion, and to bring or defend any suits in connection with said premises in its own name or in the 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,

96771775

MAT. TO:
CENTRAL FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CHICAGO
1601 W. BELMONT AVE.
CHICAGO, IL 60657

96771775



[Signature]

Notary Public

Given under my hand and Notarial Seal, this 20th day of _____ A.D. 19 96

and voluntary act, for the uses and purposes therein set forth,
me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free
personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before

.....FRANCIS A. DIAZ, a widower.....
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

[Signature]

Francis A. Diaz (Seal)

In Witness Whereof, this assignment of rents is executed, sealed and delivered this 20TH day of SEPTMBER, A.D., 19 96
of its right of exercise hereafter.

The failure of the Mortgagee to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Mortgagee
secured by the mortgage or after a breach of any of its covenants.
It is understood and agreed that the Mortgagee will not exercise its rights under this Assignment until after default in any payment
has been fully paid, at which time this assignment and power of attorney shall terminate.
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.

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.