## UNOFFICIAL COPY

## ASSIGNMENT OF RENTS (Illinois)

RMOW ALL NEW BY THESE PRESENTS, THAT the Assignor, SAUL ROJAS, a never married person, of the City of Chicago, County of Cook, State of Illinois, for valuable consideration, does hereby sell, assign, transfer and set over to

. DEPT-01 RECORDING

473.30

- . 740009 TRAN 4992 10/15/98 15158:00
- . \$2241 \$ 8K #-96-787460
- . COOK COUNTY RECORDER

the Assignes, LEMETTE HERTZ CRTEGA of the <u>Village</u> of <u>Park Ridge</u>, County of <u>Cook</u>, and State of <u>Illinois</u>, her executors, administrators and assigns, all the avails, rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or any agreement for the use or occupancy of any part of the following described property located in Cook County, Illinois, to wit:

LOT 8 (EXCEPT THE EAST 9 FEET 10 INCHES THEREOF) IN BLOCK 5 IN BOLDENWECK AND MADSEN'S SUBDIVISION OF LOTS 4 AND 5 IN COUNTY CLERK'S DIVISION OF THAT PART OF THE COUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE TAIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 13-22-436-039 Vol. 350

Address of Real Estate: 4156 W. Belmone Ave. Chicago. Illinois 60641 FIRST AMERICAN TITLE INSURANCE # (2004) 198

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS OWED UNDER A CERTAIN TRUST DIED AND INSTALLMENT BEAKING EVEN DATE AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF ASSIGNMENT UNDER THE NOTE, THIS ASSIGNMENT AND THE RELATED DOCUMENTS. Unless there is a default by Assignor of any of his obligations as therein set forth at which time the Assignee may exercise his right to collect the rents, Assignor may remain in possession and control of and operate and manage the property and collect the rents.

All costs and expenses incurred by Assignee in connection with the property shall be for Assignor's account and Assignee may pay such costs and expenses from any rents collected. Assignee, in his sole discretion, shall determine the application of any and all rents received by Assignee; however, any such rents received by Assignee which are not applied to such costs and expenses shall be applied to the indebtedness owed under the Note and shall become part of the indebtedness with interest at the Note rate from date of any such expenditure until paid.

The Assignor hereby irrevocably appoints the Assignee as his true and lawful attorney to collect all of said avails, rents, issues and profits arising or accruing at any time hereafter, and all now due or that may hereafter become under each and every lease or agreement, written or verbal existing or to hereafter exist, for said premises, and to use such measures, legal or equitable, as in his discretion may be deemed FIRST AMERICAN TITLE INSURANCE & CL9798 Uffall IL

şî

いいいいい

## **UNOFFICIAL COPY**

proper or necessary to enforce the payment or the security of such avails, rents, issues and profits, or to secure and maintain possession of said premises or any portion thereof and to fill any and all vacancies, and to rent, lease or let any portion of said premises to any party or parties at his discretion, hereby granting full power and authority to exercise each and every right, privilege and power herein granted at any and all times hereafter without notice to the Assignor, and further, with power to use and apply said avails, issues and profits to the payment of any indebtedness or liability of the Assignor to the Assignee, due or to become due, or that may hereafter be contracted, and also to the payment of all expenses and the care and management of said premises, including taxes and assessments, and the interest on encumbrances, if any, which may in said attorney's judgment be deemed proper and advisable, hereby ratifying all that said attorney may do by virtue hereof.

GIVEN under my hand and seal this 11th day of October, 1996.

SAUL ROJAS (SEAL)

STATE OF ILLINOIS )

COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO NERBBY CERTIFY that SAUL ROJAS, a never married person, 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 official seal, this 11th day or gotober, 1996.

YAMILE E. COLON Notary Public, State of Illinois My Commission Expires Nov. 22, 1999

THIS INSTRUMENT WAS PREPARED BY AND SHOULD BE MAILED TO:

MANUEL J. DE PARA & ASSOCIATES 134 N. La Salle Street, Suite 2126 Chicago, Illinois 60602 (312) 641-1344

