

# UNOFFICIAL COPY

## ASSIGNMENT OF RENTS

(INDIVIDUAL FORM)

KNOW ALL MEN BY THESE PRESENTS,

that DEAN VIA, A BACHELOR  
WALTER VIA AND ALEMKA VIA HIS WIFE  
of the city of NORTHBROOK

County of COOK, and State of Illinois

in order to secure an indebtedness of

\$58,800.00, Executed a mortgage

of even date herewith, mortgaging to

96946109

SECURITY FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF CHICAGO

hereinafter referred to as the Mortgagee  
of the following described real estate

SEE ATTACHED EXHIBIT A

FIRST AMERICAN TITLE  
CHICAGO, ILL.

25<sup>50</sup>

Commonly known as 250 PRARIE VIEW EAST WHEELING, IL 60091

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 part of the consideration of said transaction, the undersigned hereby assigns, transfers and sets over unto said Mortgagee and of 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, in 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 here in above described

The undersigned, does hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property and, does hereby authorize the Mortgagee to let and relet 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 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 its rights under this assignment until after default in any payment secured by the mortgage or after a breach of any of its covenants.

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IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 13th day of December, 1996, A.D.

DEAN VLA

WALTER V VLA

(SEAL)

(SEAL)

ALEMKA VLA

STATE OF ILLINOIS )  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

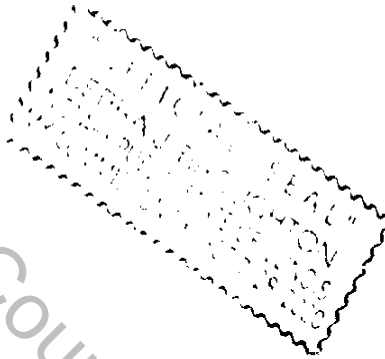
DEAN VLA                      A BACHELOR                      WALTER V VLA                      AND                      ALEMKA VLA HIS WIFE

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 13th day of December, 1996 A.D.

Notary Public

This instrument was prepared by: BOX 218,  
Martha Patricia Ramirez,  
Security Federal Savings and Loan Association of Chicago  
1209 North Milwaukee Avenue  
Chicago, Illinois 60622



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PARCEL 1:

UNIT NO. 250:

OF THAT PART OF AREA 2 IN LOT 2 OF "EQUESTRIAN GROVE SUBDIVISION", BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN THE COOK COUNTY RECORDER'S OFFICE ON NOVEMBER 6, 1995, AS DOCUMENT NO. 85761084, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTH 87 DEGREES 20 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 2 A DISTANCE OF 433.51 FEET, THENCE SOUTH 02 DEGREES 16 MINUTES 00 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE NORTHEAST CORNER OF SAID AREA 2, THENCE SOUTH 87 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID AREA 2 A DISTANCE OF 80.33 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 02 DEGREES 18 MINUTES 00 SECONDS EAST PARALLEL WITH THE LAST LINE OF SAID AREA 2 A DISTANCE OF 70.00 FEET TO THE SOUTH LINE OF SAID AREA 2, THENCE SOUTH 87 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID AREA 2 A DISTANCE OF 28.33 FEET TO THE SOUTHWEST CORNER OF SAID AREA 2, THENCE NORTH 02 DEGREES 18 MINUTES 00 SECONDS WEST ALONG THE WEST LINE OF SAID AREA 2 A DISTANCE OF 70.00 FEET TO THE NORTHWEST CORNER OF SAID AREA 2, THENCE NORTH 87 DEGREES 42 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID AREA 2 A DISTANCE OF 28.33 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96487202 AND AMENDED BY DOCUMENT NUMBER 96518791 RECORDED JULY 8, 1996.

FILED IN THE OFFICE OF THE CLERK OF COOK COUNTY

AT THE COUNTY CLERK'S OFFICE

CHICAGO, ILLINOIS

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