

# UNOFFICIAL COPY

96145684

## ASSIGNMENT OF RENTS

(INDIVIDUAL FORM)

KNOW ALL MEN BY THESE PRESENTS,

that CARMELO ECHEVARRIA AND  
RENAIDA ECHEVARRIA HIS WIFE  
of the city of CHICAGO,

County of COOK, and State of Illinois  
in order to secure an indebtedness of  
(\$ 10560.00). Executed a mortgage  
of even date herewith, mortgaging to

**SECURITY FEDERAL SAVINGS AND  
LOAN ASSOCIATION OF CHICAGO**

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

LOT 2 IN HUIZINGA'S SUBDIVISION OF LOTS 5  
AND 6 (EXCEPT THE EAST 104.5 FEET AND THE  
WEST 33 FEET THEREOF) IN BLOCK 4 IN CUSHING'S  
SUBDIVISION OF THE WEST 50 ACRES OF THE NORTH  
1/2 ACRES OF THE NORTHEAST 1/4 OF SECTION 27,  
TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD  
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 13-27-200-015-0000

DEPT-01 RECORDING 123.00  
740412 TRAN 9008 02/26/76 1414260  
140534 DT # 96-145684  
COOK COUNTY RECORDER

CHICAGO 759585 AA

2370

Commonly known as 3125 NORTH KOSTNER AVENUE, CHICAGO, IL 60641  
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 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 leasing 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 rents hereunder into 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 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.

96145684

UNOFFICIAL COPY

10/27/2011

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 16TH day of FEBRUARY, 1996, A.D.

Carmelo Echevarria (SEAL)  
CARMELO ECHEVARRIA

Senaída Echevarria (SEAL)  
SENAIDA ECHEVARRIA

(SEAL)

(SEAL)

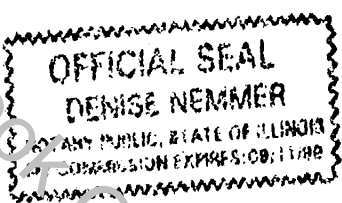
STATE OF ILLINOIS, ss.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
CARMELO ECHEVARRIA AND SENAIDA ECHEVARRIA HIS WIFE  
personally known to me to be the same person(s) whose names are subscribed to the foregoing instrument, appeared before me this  
day in person, and acknowledge 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 16TH day of FEBRUARY, 1996 A.D.

Denise Nemmer  
Notary Public

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



Property of Cook County Clerk's Office

96145684

UNOFFICIAL COPY

Property of Cook County Clerk's Office

6/10/2011

# UNOFFICIAL COPY

96145685

SECURITY FEDERAL  
EQUITY LINE OF CREDIT

MORTGAGE (Individual)

Loan Number: 700001081

DEPT-OF RECORDING 333.00  
730012 TRAM 9308 02/26/96 14142:00  
#403: #DT #--76--145685  
COOK COUNTY RECORDER

THIS MORTGAGE is made this 16th day of February, 19 96  
between the Mortgagor, CAMELO ECHEVARRIA, SONIA ECHEVARRIA AND HIS WIFE  
(herein Borrower) and the Mortgagee, SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION a federally  
chartered savings institution, whose address is 1207 North Milwaukee Avenue, Chicago,  
Illinois 60622 (herein Lender).

WHEREAS, Borrower is indebted to Lender in the principal sum of Six Thousand Six  
Hundred and 00/100  
\$600.00 ("Maximum Amount"), or so much of that sum as may be advanced  
pursuant to the obligation of Lender (whichever is lesser), and evidenced by Borrower's  
Note, providing for monthly payments of interest and, with the balance of the  
indebtedness, if not sooner paid, due and payable on February 1, 2003 ("Maturity  
Date") unless extended pursuant to paragraph 15 of the Note.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note (including, but  
not limited to, such obligatory future advances ("Future Advances") as are described in  
paragraph 20 herein), the payment of all other sums, with interest thereon, advanced in  
accordance herewith to protect the security of this Mortgage, and the performance of the  
covenants and agreements of the Borrower herein contained, Borrower does hereby mortgage,  
grant and convey to Lender the property legally described in the attached Exhibit "A"  
located in the County of COOK, State of Illinois, which has the address of  
3125 NORTH KOSTNER AVENUE, CHICGO, IL 60641 ("Property Address").

TOGETHER with all the improvements now or hereafter created on the property, and all  
easements, rights appurtenances, rents, royalties, mineral, oil and gas rights and profits,  
water, water rights and water stock, and all fixtures now or hereafter attached to the  
property, all of which, including replacements and additions thereto, shall be deemed to be  
and remain part of the property covered by this Mortgage; and all of the foregoing,  
together with said property are herein referred to as "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the  
right to mortgage, grant and convey the Property, that the Property is unencumbered with the  
exception of those items, if any, listed in a schedule of exceptions to coverage in the title  
insurance policy insuring Lender's interest in the Property, and that Borrower will warrant  
and defend generally the title to the Property against all claims and demands, subject to any  
nonwarrantances, declarations, easements or restrictions listed in a schedule of exceptions to  
coverage in any title insurance policy insuring Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

- PAYMENT OF PRINCIPAL AND INTEREST.** Borrower shall promptly pay when due without set-off, retoupment, or deduction, the principal of and the interest on the indebtedness evidenced by the Note, the Annual Maintenance Fee, and late charges as provided in the Note, including the principal of and interest on any future Advances secured by this Mortgage.
- APPLICATION OF PAYMENTS.** All payments received by Lender under the Note and paragraph 1 herein, shall be applied by Lender first in payment of interest due on the Note, then to late charges, and then to principal of the Note, including any amounts considered as added thereto under the terms herein.

Page 1 of 5 Initials: [Signature]

Handwritten notes on the left margin, including "700001081" and "COOK COUNTY RECORDER".

Handwritten number "224" in the top right corner.

Vertical stamp on the right margin: "COOK COUNTY RECORDER".

UNOFFICIAL COPY

Property of Cook County Clerk's Office