OF RENTS

96380399

(INDIVIDUAL FORM)

KNOW ALL MEN BY THESE PRESENTS, that DANIEL ELOISA AND JUANA MARITNEZ AKA JUANA ELOISA HIS WIFE AND ERNESTO MARTINEZ MARRIED TO FRANCISCA MARTINEZ

of the city of CHICAGO, County of COOK, and State of Illinois in order to secure an indebtedness of

Box 260 (\$ 150400.00), 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:

DEPT-01 RECORDING

Te0011 TRAN 1605 05/20/96 16:19:00 \$9383 \$ RV #-96~380399

LOT 3 IN BLOCK 4 IN DR. WALTER GOGOLINSKI'S SUBDIVISION OF LOTS 11 AND 13 IN KING AND PATTERSON'S SUBDIVISION OF THE NORTH EAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE COUNTY 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, DEPT-10 PENALTY ILLINOIS. COOK COUNTY RECORDER

P.I.N. 13-29-224-018-000

Commonly known as 2850 N MASON, CHICAGO, IL 60034 and, whereas, said mortgagee is the holder of said mortgage at d the note secured thereby:

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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 are or written, or any letting of, or any agreement for the use or occupancy of any part of the premises herein described, which may pave been heretofore of 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 an the a min hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property here in 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 saidpremises or any part increof, according to its own discretion, and to bring or defend any suits in connection with said premises in its own name or in the same(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 Morgagee 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 sale remises, including taxes, insurance, assessments, usual and customary commissions to a real estatebroker 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 lightlifty of the undersigned to the said Mortgagee shall 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.

\$23,00

\$20.00

## UNOFFICIAL COPY

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Property of Cook County Clerk's Office

96380399 Bea66388

## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, this assignment of rents is executed, s	ealed and delivered this 22ND day of APRIL , 1996, A.D.
DANIEL ELOISA (SEAL)	Juana Martinez aka juana etoisa
ERNESTO MARTINEZ (SEAL)	FRANCISCA MAXTINIZ (SEAL) FRANCISCA MARTINEZ-WAIVING HOMESTEAD RIGHTS
STATE OF ILLINOIS SS. COUNTY OF COURTY	
I, the undersigned, a Notary Public in and for said County, in the	State aforesaid, DO HEREBY CERTIFY THAT
DANIEL ELOISA AND ERNESTO MARTINEZ MARRIED TO FRANCISCA MARTI personally known to me to be the same person(s) whose name(s) a	JUANA MARITNEZ AKA JUANA ELOISA HIS WIFE AND NEZ re 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 22ND day of	
Notary Public	OFFICIAL SEAL PATRICK W O'BRIEN NOTARY PUBLIC STATE OF ILLINOIS
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	MY COMMISSION EXP. JUNE 1,1999
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