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Cook County Recorder 23.50

ASSIGNMENT OF RENTS

COOK COUNTY
RECORDER
JESSE W
MAYWOOD (OFF)

KNOW ALL MEN BY THESE PRESENT, that whereas,

DANIEL AUDISHO & BUTHINA AUDISHO & JULIET ODISHO

of the city of Chicago, County of Cook, and State of Illinois, in order to secure an indebtedness of Fifty One Thousand Seven Hundred Thirty Five and 63/100---Dollars (\$51,735.63) executed a mortgage of even date herewith, mortgaging to John Howard, as Trustee the following described real estate:

Lot 16 in Block 1 in Devon Rockwell Addition to Rogers Park being a subdivision of the East 696.75 feet of the South West quarter of the South east quarter of Section 36, Township 41 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 6504 N. Rockwell Ave., Chicago, IL 60645

Permanent Index Number: 10-38-419-033

and, whereas, **MARTEL INVESTMENTS., 1701 S. FIRST AVE. #300, MAYWOOD, IL 60153** is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secured said indebtedness, and as a part of the consideration of said transaction, the undersigned **DANIEL AUDISHO & BUTHINA AUDISHO & JULIET ODISHO** hereby assign(s), transfer(s) and set(s) over unto **MARTEL INVESTMENTS** hereinafter referred to as the COMP. 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 COMP. under the power herein granted, it being avails hereunder unto the COMP. and especially those certain leases and agreements now existing upon the property herein above described.

The undersigned, do hereby irrevocably appoint the said COMP. the agent of the undersigned for the management of said property, and do hereby authorize the COMP. 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 names 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 and everything that the said COMP. may do.

It is understood and agreed that the said COMP. 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 said COMP. due or to become due, or that may hereafter be

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contracted, and also toward the payment of all expenses for the real estate broker for leasing said premises and collecting rents and the expense for such attorneys, agents and servants as may reasonable be necessary.

It is understood and agreed that the COMP. 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.

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 retainer and the COMP. may in its own name and without any notice or demand, maintain an action of forcible entry and retainer 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 COMP. shall have been fully paid, at which time this assignment and power of attorney shall terminate.

The failure of the COMP. to exercise any right which it might exercise hereunder shall not be deemed a waiver by the COMP. of its right of exercise thereafter.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 8th day of November, 1997.

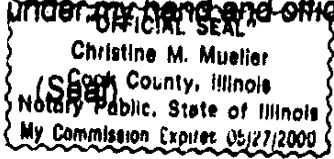
Daniel Audisho (Seal) *Buthina Audisho* (Seal)
DANIEL AUDISHO BUTHINA AUDISHO

____ (Seal) *Juliet Odisho* (Seal)
JULIET ODISHO

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 DANIEL AUDISHO & BUTHINA AUDISHO, his wife & JULIET ODISHO people personally known to me to be the same person(s) whose name(s) is(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, including the release and waiver of the right of homestead.

Given under my hand and official seal this 8th day of November, 1997



Christine M. Mueller
Notary Public

This instrument was prepared by: John Howard, 1701 S. First Ave. #300, Maywood. IL 60153
MAIL TO: MARTEL INVESTMENTS
1701 S. FIRST AVE. #300, MAYWOOD, IL 60153

