Tale UNOFFICIAL COPY

ASSIGNMENT OF RENTS

(INDIVIDUAL FORM)

764647 SacoNA

KNOW ALL MEN BY THESE PRESENTS, that JUAN HERNANDEZ AND CELERINA HERNANDEZ HIS WIFE of the city of CHICAGO, County of COOK, and State of Illinois in order to secure an indebtedness of (\$112000.00), Executed a mortgage of even date herewith, mortgaging to

97054404

SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

LOT 13 IN BLOCK 2 IN MEYERHOFF'S SUBDIVISION OF THE NORTH 1/2 OF 3'LOCK 13 IN THE CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-05-123-023-0000

DEPT-01 RECORDING

\$23.00

- . T#0012 TRAN 3831 01/24/97 11:39:00
- . \$4469 \$ RC #-97-054404
 - CODK COUNTY RECORDER

Commonly known as 1242 N CLEAVER, CHICAGO, IL (0622 and, whereas, said mortgage is the holder of said mortgage and the note secured thereby:

OrCo

2300

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 Mortgage 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 or air 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 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 all one avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property here in above less thed.

The undersigned, do(es) hereby irrevocably appoint the Mortgagee the agent of the unitersigned 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 trans(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 perform due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of said provises, including taxes, insurance, assessments, usual and customary commissions to a real estatebroker for leasing said premises and cultecting 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.

Page One of Two

BOX

97054403

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UNOFFICIAL sociation, somical and delivered this 17711 day of JA. STATE OF LINOIS CALLENNA TIERNAM I, the windersigned, it Nothery Public in and for said County, in the State inforestid, DO HEREBY CHRYPY THA JUAN HERNANDEZ personally known to me to be the same person(s) whose mane(s) he subscribed to the foregoing instrument, appeared day in person, and acknowledged that they columnity her, for the uses and purposes therein set forth. GIVEN united by hand and Vocarial Soul, this 17th 27 and delivered the said instrument as their Alis Instrument was an instruction of themso Stociation, Ox Colling Clark's Office Page Theo of The

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Property of Cook County Clerk's Office