## UNOFFICIAL COP96774451

Cook tourty hererous

1.06

#### **ASSIGNMENT OF RENTS**

Loan No. 28886-8-80

KNOW ALL MEN BY THESF PRESENTS, that the undersigned, ROBERT P. GOESKE AND CARSE E. GOESKE

3

on consideration of the sum of One Police (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto

BEN FRANKLIN BANK OF ILLINOIS

11

its successors and/or its assigns, a corporation organized and existing under the laws of the

THE STATE OF ILLINOIS (here infer referred to as the Association) all the rents, issues and
profits now due and which may hereafter become due under or by virtue of any lease, written or verbal, or
any tetting of or any agreement for the use or occupancy of any part of the following described premises:

LOT 1 IN CONNELLY'S SUBDIVISION, BEING A RESULCTIVISION OF THAT PART OF LOT 4 IN BLOCK 2 IN HOELZ' ADDITION TO ARLING/O'N HEIGHTS, (BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN) AS PER THE PLAT THEREOF RECORDED JUNE 21, 1807, AS DOCUMENT (SUMBER 40 88 893 LYING EAST OF AN EAST LINE OF SUMMERHILL OF ARLINGTON HEIGHTS SUBDIVISION (A RESUBDIVISION OF PARTS OF LOTS 1, 2, 4, 4 AND 8 IN BLOCK 2 IN HOELZ' ADDITION TO ARLINGTON HEIGHTS SUBDIVISION AFOREDESCRIBED) PER PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT 18 78 845. LYING SOUTH OF A SOUTH LINE OF SUMMERHILL OF ARLINGTON HEIGHTS SUBDIVISION, AFOREDESCRIBED AND LYING WEST OF THE SOUTHERLY PROLONGATION OF THE EAST LINE OF SAID SUMMERHILL OF ARLINGTON HEIGHTS SUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

03-30-301-069

Commonly Known as: 1231 HEATHER LANE

ARLINGTON HEIGHTS, ILLINDIS 60006

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted.

Page 1 of 2

Rev 07/02/97

**DPS 578** 

BOX 158

## **UNOFFICIAL COPY**

Property of Cook County Clerk's Office

### **UNOFFICIAL COPY**

08774451

The undersigned do hereby irrevocably appoint the said Association their agent for the management of said property, and do hereby authorize the Association 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 in and about said premises that the undersigned might do, hereby ratifying and confirming anything and everything that the Association may do.

It being understood and agreed that the said Association 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 Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessment; which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at a rate per month fixed by the Association, and a failure on their part 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 Association may in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premise. This assignment and power of attorney shall be hinding 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebteuness or liability of the undersigned to the Association.

IN WITNESS WHEREOF, the undersigned have MAY, 1998 A.D.	hereunto set their hands and seals, this 187H day of
( Check ( Thorn to (Seal)	(Seal)
ROBERT P. GOESKE	GAROLE C. COESKE
(Seal)	(Scal)
STATE OF TUCCH	
	a Notary Public in and for said County in the State
aforesnid, do hereby certify that ROBERT P. GOESKE AND CAROLE E. GOESKE, HUI	SAND AND WIFE
personally known to me to be the same person \$ vappeared before me this day in person, and acknowled said instrument as THEIR free and voluntary act, for	the uses and purposes therein set forth.
OIVEN under my hand and Notarial Seal, this	day of Mill Mill D. Noisry Public
Page	2 of 2 DPS 8771
•	CFFICIAL SEAL KATHERINE A REYNOLDS
	{ KATHERINE A REYNOLDS }

NOTARY PUBLIC STATE OF BLINDIS MY COMMISSION FAPIERS 02/18/00

# **UNOFFICIAL COPY**

Property of Coot County Clert's Office