

UNOFFICIAL COPY

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1999-09-28 09:31:27
Cook County 27.00



99913125

BOX 370

1116924 9/4

ASSIGNMENT OF RENTS

Loan No. 0110065336

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
JOSE A. ZUNIGA AND NANCY A. ZUNIGA

on consideration of the sum of One Dollar (\$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

LABE FEDERAL BANK

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

THE UNITED STATES OF AMERICA

(hereinafter 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 letting of or any agreement for the use or occupancy of any part of the following described premises:

SEE ATTACHED LEGAL DESCRIPTION.

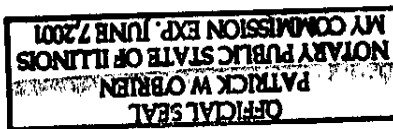
ATGF, INC

13-26-223-013

Commonly Known as: **2864-66 NORTH MILWAUKEE AVENUE
CHICAGO, ILLINOIS 60618**

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.

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Rev. 07/02/97
DPS 8771

[Signature]
Notary Public

GIVEN under my hand and Notarial Seal, this 5 day of November A.D. 1998

personally known to me to be the same person S whose name S 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.

JOSE A. ZUNIGA AND NANCY A. ZUNIGA, HUSBAND AND WIFE
I, *Patrick W. O'Brien*, a Notary Public in and for said County, in the State

STATE OF *IL*
COUNTY OF *COOK*

(Seal)

[Signature]
NANCY A. ZUNIGA
(Seal)

(Seal)

[Signature]
JOSE A. ZUNIGA
(Seal)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 5TH day of NOVEMBER, 1998 A.D.

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 indebtedness or liability of the undersigned to the Association.

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 avals, 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 assessments 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 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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ATC COMMITMENT FORM
Schedule A - Continued

OMC No.: 10139144

99913125

3. Legal Description:

PARCEL 1:

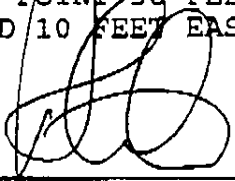
LOTS 14 AND 15 EXCEPT THAT PART OF LOTS 14 AND 15 IN BLOCK 2 IN WILLIAM E. HATTERMAN'S SUBDIVISION OF LOTS 15 AND 16 IN BRAND'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 14 BEING THE INTERSECTION OF THE NORTH LOT OF WOLFRAM STREET WITH THE EAST LINE OF NORTH AND SOUTH ALLEY THENCE NORTH ALONG THE WESTERLY LOT OF SAID LOT 14, 55 FEET 11 1/4 INCHES, THENCE EAST AT RIGHT ANGLES TO SAID WESTERLY LOT OF LOT 14 TO THE EAST LOT OF SAID LOT 15, THENCE ALONG THE EAST LINE OF LOT 15 SOUTHWESTERLY AND SOUTH TO THE EAST CORNER OF SAID LOT 15, THENCE WEST ALONG THE SOUTH LINES OF LOTS 14 AND 15 TO THE POINT OF BEGINNING;

PARCEL 2:

EASEMENTS FOR INGRESS CONTAINED IN AGREEMENT DATED FEBRUARY 28, 1915 AND RECORDED APRIL 30, 1915 IN BOOK 13410 PAGE 103 AS DOCUMENT 5623620 DESCRIBED AS FOLLOWS: (A) FOR PERSONS, WAGONS AND OTHER VEHICLES OVER THAT PART OF LOTS 14 AND 15 IN BLOCK 2 IN WILLIAM E. HATTERMAN'S SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13 DESCRIBED AS COMMENCING AT A PART OF THE WESTERLY LINE OF LOT 14 WHICH IS 44 FEET AND 11/14 INCHES NORTH OF THE SOUTHWEST CORNER OF SAID LOT 14, THENCE PROCEEDING NORTH ALONG THE WESTERLY LINE OF LOT 14, 11 FEET THENCE EAST AND AT RIGHT ANGLES TO SAID WESTERLY LINE OF SAID LOT 14, 11 FEET THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT 5 FEET AND 11 INCHES NORTH OF THE SOUTHERLY LOT OF SAID LOT 14 THENCE IN A SOUTHWESTERLY DIRECTION TO THE POINT OF BEGINNING, AND (B) A RIGHT OF WAY FOR PERSONS ONLY, UNOBSTRUCTED DESCRIBED AS FOLLOWS: COMMENCING A POINT ON THE WESTERLY LOT OF LOT 14, 37 FEET 9 INCHES NORTH OF THE SOUTHWEST CORNER OF SAID LOT 14, THENCE ALONG THE SAID WESTERLY LOT OF SAID LOT 14, 6 FEET 8 INCHES, THENCE IN A NORTHEASTERLY DIRECTION TO A POINT 45 FEET 5 INCHES, NORTH OF THE SOUTH LOT OF SAID LOT 14 AND 5 FEET 6 INCHES EAST OF THE WESTERLY LOT OF SAID LOT 14 THENCE IN A NORTHEASTERLY DIRECTION TO A POINT 12 FEET EAST OF THE SAID WESTERLY LOT OF LOT 14 AND 55 FEET 11 INCHES NORTH OF THE SOUTHERLY LOT OF LOT 14 THENCE EAST AND AT RIGHT ANGLES TO SAID WESTERLY LOT OF LOT 14 TO THE EASTERLY LOT OF LOT 15 THENCE FOLLOWING THE EASTERLY LOT OF SAID LOT 15 AND PROCEEDING IN A GENERAL SOUTHWESTERLY DIRECTION 9 FEET 6 INCHES WEST AND AT RIGHT ANGLES TO THE SAID WESTERLY LINE OF LOT 14 TO A POINT 15 FEET 6 INCHES OF SAID WESTERLY LOT OF LOT THENCE IN A SOUTHWESTERLY DIRECTION TO A POINT 38 FEET 10 INCHES NORTH OF THE SOUTHERLY LOT OF LOT 14 AND 10 FEET EAST OF THE WESTERLY

Member No.
1572

OMC
10139144


SIGNATURE OF ATTORNEY

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ALC COMMITMENT FORM
Schedule A - Continued

OMC No.: 10139144

Legal Description (con't):

LOT OF LOT 14 THENCE WEST AND AT RIGHT ANGLES TO THE WESTERLY
LINE OF LOT 14,
3 FEET 6 INCHES
THENCE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER: 13-26-223-013

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Property of Cook County Clerk's Office

Member No.
1572

OMC
10139144



SIGNATURE OF ATTORNEY