

# UNOFFICIAL COPY

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Property of Cook County Clerk's Office

which survey is attached as Exhibit "A" to the Declaration of Condominium made by First National Bank of Illinois as Trustee under Trust #3482 and which Declaration was filed in the Office of the Registrar of Titles of Cook County, Illinois, as Document LR 3426445; together with its undivided percentage interest in the common elements.

Grantor also hereby grants to the Grantee and to the Grantee's successors and assigns, as a limited common element appurtenant to the premises herein conveyed, Building Parking Space Number 23124 as defined and set forth in said Declaration and survey.

Grantor also hereby grants to the Grantee, its successors and assigns, as rights and easements appurtenant to the above described real estate, the rights and easements for the benefit of said property set forth in the declaration of condominium, aforesaid, and Grantor reserves to itself, its successors and assigns, the rights and easements set forth in said declaration for the benefit of the remaining property described therein.

This deed is subject to all rights, easements, restrictions, conditions, covenants and reservations contained in said Declaration the same as though the provisions of said Declaration were recited and stipulated at length herein and this deed is further subject to general taxes for which bills have not yet been issued.

3469607

KNOW ALL MEN BY THESE PRESENTS, that Fred R. Koegel and Shirley F. Koegel, his wife, of the Village of Lansing, County of Cook, and State of Illinois in order to secure an indebtedness of thirty two thousand 00/100 -----

Dollars (\$ 32000.00 ), executed a mortgage of even date herewith, mortgaging to

FIRST SAVINGS AND LOAN ASSOCIATION OF HEGEWISCH Unit No. 305 in TIMBER RIDGE CONDOMINIUMS, a

hereinafter referred to as the Mortgagee, the following described real estate: delineated on a survey of the described real estate: Lot three (3), Lot four (4), Lot five (5), Lot six (6), Lot seven (7), Lot Eight (8) and Lot Nine (9) in Block Seven (7), in the Resubdivision of Lot 7 to 20, both inclusive in Block 5 and lots 1 and 2 in Block 7, Lansing Central Subdivision, being a Subdivision of the North West Quarter (1/4) of the South West Quarter (1/4) of Fractional Section 32, Town 36 North, Range 15, East of the Third Principal Meridian (except the North 147.5 feet of the East 147.5 feet thereof, Cook County, Illinois. See Attached

and, whereas, said Mortgagee is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the consideration of said transaction, the undersigned hereby assign, transfer, and set over unto said Mortgagee, and/or its successors and assigns, all the rents, issues and profits 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 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 the avails hereunder unto the Mortgagee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee 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 name(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 Mortgagee 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 said premises, including taxes, insurance, assessments, usual and customary commissions to a real estate broker 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 detainer and the Mortgagee may in its own name and without any notice or demand, maintain an action of forcible entry 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 hereunder shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, sealed and delivered this 7th

day of October A. D., 19 85

Fred R. Koegel (SEAL) Shirley F. Koegel (SEAL)

STATE OF Illinois ) ss. Lynn Backofen I, the undersigned, a Notary Public in COUNTY OF Cook

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Fred R. Koegel and Shirley F. Koegel, his wife personally known to me to be the same person whose name 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.

GIVEN under my hand and Notarial Seal, this 7th day of October, A.D. 19 85

Lynn Backofen Notary Public

THIS INSTRUMENT WAS PREPARED BY:

Lynn Backofen 1070 Sibley Blvd. Calumet City, Il. 60409

PROPERTY INDEX NUMBERS 310-003-909

ALSO KNOWN AS: 1315 Burnham Village #305

3469607

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3/11/85  
1416343  
3469607  
Unit 305

3469607

REGISTRAR / OF TITLES  
OCT 17 9 01 AM '85

Property of Cook County Clerk's Office

IDENTIFIED  
TOUCHA  
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FIRST FEDERAL SAVINGS  
OF HEGERWISCH  
13220 BALTIMORE AVE  
CHICAGO, IL 60633-6464

MAIL DOCUMENTS TO  
FIRST FEDERAL SAVINGS  
OF HEGERWISCH  
13220 Baltimore Ave.  
Chicago, IL 60633