

KNOW ALL MEN BY THESE PRESENTS, that George L. Pawlak and Eileen P. Pawlak, his wife of the town of Lyons, County of Cook, and State of Illinois

in order to secure an indebtedness of Thirty Six Thousand Four Hundred and NO/100ths

Dollars (\$ 36,400.00 ), executed a mortgage of even date herewith, mortgaging to LYONS SAVINGS AND LOAN ASSOCIATION

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

Lot 83 (except the South 21.47 feet thereof) in Meyer's Second Addition to River Highlands, being a Subdivision of the South half of the North half of the South West quarter of Section 1, Town 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

18-01-308-057

4409 S. Joliet Lyons, IL

3474917

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 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 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 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 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 31st

day of October, A. D., 1985

George L. Pawlak (SEAL) George L. Pawlak (SEAL)

Eileen P. Pawlak (SEAL) Eileen P. Pawlak (SEAL)

STATE OF Illinois } COUNTY OF } ss.

I, the undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT George L. Pawlak and Eileen P. Pawlak, his wife

personally known to me to be the same person whose names 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 31st day of OCTOBER, A.D. 19 85

Susan M. Shuman Notary Public

THIS INSTRUMENT WAS PREPARED BY: Lyons Savings And Loan 440 E. Ogden Avenue Hinsdale, IL 60521

UNOFFICIAL COPY

Property of Cook County Clerk's Office

885-05263  
N. LA SALLE ST.  
CHICAGO, ILL. 60602

IDENTIFIED  
No.  
MONITOR

REGISTRY OF TITLES

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10/9/85

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

FIDELITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF BERWYN,

Plaintiff

- vs -

85CH12092

JERRY C. PICARDI and JUDY C. PICARDI, his wife; REGISTRAR OF TITLES, Cook County, Illinois, and OZARK FINANCIAL CORPORATION OF AMERICA, A Corporation of Georgia,

Defendants

No. ....

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Page 27  
Certificate No. 1260053

I, the undersigned, do hereby certify that the above entitled cause was filed in my office on the 5<sup>th</sup> day of December, 1985, and is now pending in said court and that the property affected by said cause is described as follows: L 6.

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION

in Cook County, Illinois.

Witness my hand and the seal of said court.

Attorney #2440  
Name Chester J. Cross & Edwin J. Zitnik  
Attorney for Plaintiff  
Address 111 W. Washington Street  
City Chicago, Illinois 60602  
Telephone 782-8976

Clerk of the Circuit Court  
By   
Deputy Clerk

3481743

BOX 53

MORGAN M. FINLEY, CLERK OF THE CIRCUIT COURT OF COOK COUNTY

UNOFFICIAL COPY

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DIV  
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REGISTRAR OF TITLES  
DEC 5 4 02 PM

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12/5/82

Charles J. Cross  
411 W. Washington  
Chicago IL 60602  
SUITE 1619

3191113

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