

UNOFFICIAL COPY ASSIGNMENT OF RENTS | 3505192

KNOW ALL MEN BY THESE PRESENTS, that whereas.....

DROVERS BANK OF CHICAGO

a corporation organized and existing under the laws of the State of Illinois

not personally but as trustee under the provisions of a Deed or Deeds in trust

duly recorded and delivered to the undersigned in pursuance of a Trust Agreement dated January 27, 1986

and known as trust number 86012

in order to secure an indebtedness of TWENTY ONE THOUSAND AND NO/100 Dollars

(\$ 21,000.00) executed a mortgage of even date herewith, mortgaging to

DAMEN SAVINGS AND LOAN ASSOCIATION

the following described real estate:

Lot 16 in Block 2, in Marquette Lawn, being a Resubdivision of Blocks 1 and 2, in Electric Subdivision of Block 1 and the East half of Block 2 of Mahan's Subdivision of the South half of the Northwest quarter of Section 13, Township 38 North, Range 13, East of the Third Principal Meridian, 5746 S. Mozart, Chicago, IL 60629 Permanent Index # 19-13-122-036

and, whereas, **DAMEN SAVINGS AND LOAN ASSOCIATION** 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 **DROVERS BANK OF CHICAGO**

hereby assigns, transfers and sets over unto

DAMEN SAVINGS AND LOAN ASSOCIATION

hereinafter referred to as the Association, 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 Association 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 Association and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said Association the agent of the undersigned 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 said Association may do.

It is 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 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 understood and agreed that the Association 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.

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 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.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter.

This assignment of rents is executed by **DROVERS BANK OF CHICAGO**

not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such

DROVERS BANK OF CHICAGO

Trustee (and said **DROVERS BANK OF CHICAGO** hereby warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said

DROVERS BANK OF CHICAGO

either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagee and by every person now or hereafter claiming any right or security hereunder, and that so far as

DROVERS BANK OF CHICAGO

either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

IN WITNESS WHEREOF, **DROVERS BANK OF CHICAGO**

not personally but as Trustee as aforesaid, has caused these presents to be signed by its **Asst. Vice** President, and

its corporate seal to be hereunto affixed and attested by its **Assistant** Secretary, this **28th** day of **JANUARY**, A. D. 19**86**

DROVERS BANK OF CHICAGO

As Trustee as aforesaid and not personally

ATTEST *Louise C. Marx* Asst. Secretary

By *Frank J. Smith* Asst. Vice President

3505192

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Box _____

Assignment of Rents

DROVERS BANK OF CHICAGO, AS
TRUSTEE UNDER TRUST AGREEMENT
DATED 1/27/86 AND KNOWN AS
TRUST # 86012

TO
DAMEN SAVINGS AND LOAN
ASSOCIATION

Loan No. DR 8035-9

MAIL TO:
DAMEN S & L ASSN
5100 S Damen Ave
Chicago Il 60609

O. K. Press, Chicago

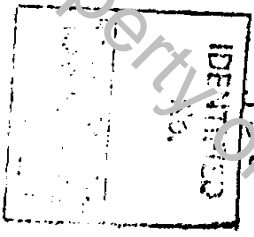
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1243793
IN DUPLICATE

3505192

APR 2 11 45 AM '86

REGISTRAR / OF TITLES

3505192



CHICAGO TITLE INS.
G# 947116

This instrument was prepared by:
Laura Ortiz
Cook County and Loan Association
5100 South Damen Avenue, Chicago, Ill.

STATE OF ILLINOIS }
COOK }
COUNTY OF }
SS }
I, the undersigned, a Notary Public, in and for said County, in the State aforesaid,
DO HEREBY CERTIFY, THAT Frank Saporto Asst. Vice President of DROVERS BANK OF CHICAGO
Isabelle C. Hart, Asst. Secretary of said corporation, who are personally known to me to be the same persons
whose names are subscribed to the foregoing instrument as such Asst. Vice President, and Asst.
Secretary, respectively, appeared before me this day in person and acknowledged that they signed and
delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said
corporation, as Trustee as aforesaid for the uses and purposes therein set forth; and the
said Asst. Secretary then and there acknowledged that she, as custodian of the corporate seal
of said corporation, did affix said seal to said instrument as her own free and voluntary act and as the
free and voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth
GIVEN under my hand and Notarial Seal, this 24 day of February, A. D. 19 86
Antoine E. Bauer
Notary Public
My Commission Expires June 11, 1986

Republik Österreich

Gemeinde / Comune de / Municipality / Municipio de / Comune di / Gemeinde / Köy veya mahalle:

Stadtgemeinde Hermagor-Pressegger See - Standesamt -
Auszug aus dem Todesregister Nr. 29 / 1985

Extrait des registres de l'état civil concernant un décès / Extract of the register of deaths / Extracto del registro de defunciones
 Estratto del registro dei morti / Uittreksel uit de registers van de burgerlijke stand omtrent een overlijden / Ölüm kayit hülâsası sureli

a Todesort lieu de décès / place of death / lugar de fallecimiento luogo della morte / plaats van overlijden / ölüm yeri	Hermagor-Pressegger See, Pressegger 28 -x-
b Todesdatum date de décès / date of death / fecha de fallecimiento data della morte / datum van overlijden / ölüm tarihi	13.7.1985 -x-
c Famillename des (der) Verstorbenen nom de famille du défunt / surname of the deceased apellido del difunto / cognome del defunto / familienaam van de overledene / ölünün soyadı	P i p e k -x-
d Vornamen des (der) Verstorbenen prénoms de défunt / christian names of the deceased nombres de pila del difunto / pronomi del defunto / voor- naam(en) van de overledene / ölünün adı	Franz Alois -x-
e Geschlecht des (der) Verstorbenen sexe du défunt / sex of the deceased / sexo del difunto sesso del defunto / geslacht van de overledene / ölünün cinsiyeti	M -x-
f Geburtsdatum oder Lebensalter des (der) Verstorbenen date de naissance du défunt ou âge / date of birth or age of the deceased / fecha del nacimiento o edad del difunto data della nascita o età del defunto / geboortedatum of leeftijd van de overledene / doğum tarihi yaşı	11.8.1922 -x-
g Geburtsort des Verstorbenen lieu de naissance du défunt / place of birth of the deceased lugar de nacimiento del difunto / luogo della nascita del defunto / geboortplaats van de overledene / doğum yeri	Wien -x-
h letzter Wohnort des (der) Verstorbenen dernier domicile du défunt / last residence of the deceased último domicilio del difunto / último domicilio del defunto laatste woonplaats van de overledene / ölünün son ikametgahi	6331 N. Lowell, Chicago, Illinois, U.S.A. -x-
i Name und Vorname des letzten Ehegatten nom et prénoms du dernier conjoint / name and christian names of last spouse / apellido y nombres de pila del último cónyuge / cognome e nome dell'ultimo coniuge naam en voornamen van de laatste echtgenoot / son eslin soyadı ve adı	Pipek Rosalia -x-
j Name und Vorname des Vaters nom et prénoms du père / name and christian names of the father / apellido y nombres de pila del padre / cog- nome e nome del padre / naam en voornamen van de vader / babanın soyadı ve adı	-----
k Name und Vorname der Mutter nom et prénoms de la mère / name and christian names of the mother / apellido y nombres de pila de la madre cognome e nome della madre / naam en voornamen van de moeder / ölünün babasının soyadı ve adı	-----

Ausstellungsdatum, Unterschrift und Dienstsiegel des Registerführers:

Date de délivrance, signature et sceau du dépositaire

Date of issue, signature and seal of keeper

Fecha de expedición, firma y sello del depositario

Data in cui è stato rilasciato l'atto, con firma e bollo dell'ufficio

Datum van afgifte, ondertekening en zegel van de bewaarder

Verilindiği tarih, nüfus (ahvali şahsiye) memurunun imzası ve mühürü

Verwaltungsabgabe S 20,- entrichtet.

18.7. 19 85



Der Standesbeamte:

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C

Abkommen von Paris vom 27. 9. 1956 über die Ausstellung von bestimmten Auszügen aus Zivilstandsregistern für das Ausland.

Convention de Paris du 27. 9. 1956 relative à la délivrance de certains extraits d'actes de l'état civil destinés à l'étranger.

Convention of Paris of 27. 9. 1956 relating to the issue of certain extracts of acts of the registers of births, deaths and marriages, to be sent abroad.

Convenio de Paris del 27. 9. 1956 sobre la expedición de ciertos extractos de actos del estado civil destinados para el extranjero.

Convenzione di Parigi del 27. 9. 1956 sul rilascio dei certi atti di stato civile destinati per l'estero.

Overeenkomst van Parijs van 27. 9. 1956 betreffende de afgifte van bepaalde uittreksels uit akten van de burgerlijke stand bestemd voor het buitenland.

Yabancı menfaatlerde kullanılmak üzere verilecek nüfus (Ahvali Şahsiye) kayıt hülâsası suretleri hakkındaki 27/9/1956 tarihli Paris sözleşmesi.

Auszug aus Artikel 3 des Abkommens: Die Eintragungen werden in lateinischen Buchstaben und die Daten in arabischen Ziffern geschrieben; die Monate werden durch eine Ziffer gemäß ihrer Stellung im Jahr bezeichnet; wenn die verlangte Auskunft im Register nicht vorkommt, wird das Fach mit einem waagrechten Strich unbrauchbar gemacht. Folgende Bezeichnungen sind zu verwenden: a) zur Bezeichnung des Geschlechts: M = männlich; F = weiblich; b) zur Bezeichnung der Auflösung oder der Nichtigkeitserklärung der Ehe: Dm = Ableben des Mannes; Df = Ableben der Ehegattin; Div. = Ehescheidung; A = Nichtigkeitserklärung. Auf diese letzten Zeichen folgt das Datum der Auflösung oder der Nichtigkeitserklärung.

Extrait de l'article 3 de la Convention: les renseignements à fournir sont écrits en caractères latins et les dates en chiffres arabes; les mois sont représentés par un chiffre, d'après leur rang dans l'année. Si le renseignement demandé ne figure pas à l'acte, la case sera rendue inutilisable par des traits. Seront utilisés les signes suivants: a) pour indiquer le sexe: M = sexe masculin; F = sexe féminin; b) pour indiquer la dissolution ou l'annulation du mariage: Dm = décès du mari; Df = décès de la femme; Div = divorce; A = annulation. Ces derniers signes sont suivis de la mention de la date de la dissolution ou de l'annulation.

Excerpt from Article 3 of the Convention: the information is written in Latin letters and the dates in Arabian figures; the months are indicated by a figure corresponding to their place in the year; if the information asked for is not contained in the deed, the blank space is rendered unusable by means of lines. The following symbols will be used: a) for indicating sex: M = male; F = female; b) for indicating the dissolution or nullity of the marriage: Dm = decease of husband; Df = decease of wife; Div = divorce; A = nullification of the marriage. These last symbols are followed by the date of dissolution or nullification.

Extracto de artículo 3 del Convenio: las informaciones se escriben en letras latinas y las fechas en números árabes; siendo indicado los meses por un número, según su orden en el año; si la información pedida no se encuentra en el acto se rayará la casilla. Las abreviaturas siguientes serán utilizadas: a) para indicar el sexo: M = masculino; F = femenino; b) para indicar la disolución o la anulación del matrimonio: Dm = fallecimiento del marido; Df = fallecimiento de la mujer; Div. = divorcio; A = anulación. Se añadirá a estos últimos la fecha de la disolución o anulación.

Norma dell'articolo 3 della convenzione: Le indicazioni o enunciazioni sono scritte in caratteri italiani, le date in cifre arabe; i mesi sono indicati in cifra corrispondente all'ordine del calendario. Quando non si potrà procurare un'indicazione, nello spazio rimasto in bianco si passano delle linee. Si usano le seguenti abbreviazioni: A = sesso maschile; F = femminile; b) matrimonio sciolto o annullato: Dm = morte del marito; Df = morte della moglie; Div. = divorzio; A = annullamento; gli ultimi segni sono seguiti dalla data in cui il matrimonio è stato sciolto.

Uittreksel uit artikel 3 van de overeenkomst: de inlichtingen worden in Latijnse letters en de data in Arabische cijfers geschreven; de maanden worden aangeduid door een cijfer naar hun plaats in het jaar; indien de gevraagde inlichting niet in de akte voorkomt, wordt het vakje onbruikbaar gemaakt door strepen. De volgende tekens zullen worden gebruikt: a) om het geslacht aan te duiden: M = mannelijk; F = vrouwelijk; b) om de ontbinding of de nietigverklaring van het huwelijk aan te duiden: Dm = overlijden van de man; Df = overlijden van de vrouw; Div. = echtscheiding; A = nietigverklaring. Deze laatste tekens worden gevolgd door de datum van ontbinding of nietigverklaring.

Sözleşmenin Dördüncü maddesinin hülâsası: Malumat lâtin harfleriyle tarihler rakamlarla yazılır. Aylar sene içerisindeki sıralarına göre rakamla gösterilir. İstenilen Malumat kütükte bulunmadığı takdirde buna mahsus yer çizgi ile iptal edilir. Bu hususlarda kullanılacak işaretler aşağıdadır: a) Cinsiyet göstermek için: M = Erkek; F = Kadın; b) Evliliğin zevolini veya bullanını göstermek için: Dm = kocanın ölümü; Df = Karının ölümü; Div. = Boşanma; A = Bullan. Bu işaretlerden sonra zeval veya bullan tarihleri yazılacaktır.

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AFFIDAVIT OF HEIRSHIP

ROSA PIPEK on oath states:

1. The decedent FRANC PIPEK, died July 13, 1985 in Hermagor-Pressegger See Pressegger 28, Republic of Austria, at the age of 62 years old.
2. I am of legal age, competent, and reside at 6331 N. Lowell, Chicago, Illinois. I am the wife of the decedent.
3. The decedent was married twice. The first marriage was to Ricki Pipek, and ended in divorce. Out of this marriage and at any other time, no children were born, and none adopted.
4. The decedent's second wife is ROSA PIPEK, also known as ROSALIA PIPEK. Out of this marriage and at any other time, no children were born, and none adopted. The decedent had no other children outside these two marriages, and adopted none.

BASED on the foregoing, the decedent FRANC PIPEK left as his surviving heir:

ROSA PIPEK, also known as ROSALIA PIPEK, wife, adult, competent.

The decedent, FRANC PIPEK, was also known as FRANZ ALOIS PIPEK, and FRANC A. PIPEK.

Rosa Pipek

Signed and sworn to before me

this 29th day of November, 1985

Karen Marie Sebastian

NOTARY

My Commission Expires: _____, 1985

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3504852

PROPERTY INDEX NUMBERS

13-03-202-014-0000
LA SA BLK FCL UNIT

DCS 164 5M 5.47 (FORM 302)

Affidavit by Surviving Joint Tenant

L. R. 2445 Doc. No. 3363816 Certificate No. 1411618

State of ILLINOIS
County of COOK } ss.

ROSA PIPEK being first

duly sworn, upon oath deposes and says:

That she... resides at 6331 N. Lowell in the City of Chicago and that she... is one of the parties who took title, not in tenancy in common, but in joint tenancy, to real estate shown in Certificate of Title No. 1411618 situated in said Cook County, Illinois, described as follows:

Lot twelve in Matt C. Flanagan's Crawford Ave., Subdivision of Lot Eight (8) (except the East 297.25 feet thereof) and Lot Ten (10) (except the Railroad right-of-way) in Assessor's Division in the East half(1/2) of Section 3, Township 40 North, Range 13, East of the Third Principal Meridian, lying Northeasterly of the North Line of the Caldwell Reserve and North of the Indian Boundary Line,

Affiant states that FRANC PIPEK one of the said owners in joint tenancy, died intestate, in the city (Village) of Chicago in the State of Illinois as is confirmed by a Certificate of the health department of said municipality hereto attached.

Affiant states that the remaining joint tenant... has not changed her... marital status since the issuance of Certificate of Title Number 1411618 (except... who has been married but once since acquiring said real estate and then to...).

Further, that the affiant makes this affidavit for the purpose of inducing the Registrar of Titles of Cook County, Illinois, to issue a certificate of title to the surviving Joint Tenant... to said above described premises, relying on this statement as true, and in consideration thereof affiant guarantees the truth of the statements herein contained.

Rosa Pipek
ROSA PIPEK

Subscribed and sworn to before me

this 29 day of November, 19-85

Karen Marie Sebastian
NOTARY PUBLIC

MY COMMISSION EXPIRES JULY 15 1988

THIS INSTRUMENT WAS PREPARED BY
ALAN W. SCHMIDT
3001 N. SOUTHPORT AVE.
CHICAGO, ILL. 60657

JP
X PIN 13-03-202-014-0000
X Common Address
6331 N. LOWELL
CHICAGO, ILL. 60646

Name of attached

3504852

UNOFFICIAL COPY

1/11/86
N 18504852

3504852

APR 12 27 PM '86

REGISTRAR U OF TITLES

3504852

IDENTIFIED No.	REGISTER U OF TITLES APR 12 1986
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Allen W. Schmelt
3001 N. Southport
Chicago, Ill. 60657
318-6284

Property of Cook County Clerk's Office

3504852