LAND TILLE CO.



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## ISSUED IN DUPLICATE.

KNOW ALL MEN BY THESE PRESENTS that MARK D. LLANUZA and PAMELA J. LLANUZA, his wife

of Palatine , County of Cook Village

, and State of Illinois

in order to secure an indebtedness of Sixty Seven Thousand Two Hundred and 00/100ths-----

Dollars (\$ 67,200.00 ), executed a mortgage of even date herewith, mortgaging to

## Household Bank fsb. A Federal Savings Bank

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

Lot 8 in Washington Highlands second addition to Palatine, being a Subdivision in the Northwest 1/4 of Section 23, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

P.P. #02-23-100-026-0000 P

MAIL TO:

76.53511CZ

PALATINE

and, whereas, said Mortas a in the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in other 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 diverinder 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 immisse herein described, which may have been hereafter 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 a such leases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now evisting upon the property hereinabove described.

The undersigned, do hereby irrevocet; 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 does proper or advisable, and to do anything 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 liab lity 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 lessing 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 ponth 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 wonth 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 narties 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 Mortgages 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 has under shall not be deemed a waiver by the Mortgagee of its right of exercise thereafter.

IN WITNESS WHEREOF, this assignment of rents is executed, scaled and delivered this

| day of Sung      | 11941)  | A. D., 19 86            |                          |                    |   |
|------------------|---|-------------------------|--------------------------|--------------------|---|
| x // hu          | & Llanus  | (8EAL)                  |                          |                    | (SEAL)  |
| MARK D. LL       | ~~ //r // 0 / ~ ~ ~                               |                         |                          |                    |   |
| PAMELA J.        | LLANUZA   | ET(SEAL)                |                          |                    | (SEAL)  |
|                  | inois   | . 14                    |                          |                    |   |
| COUNTY OF        | book s  | · ••••                  |                          | I, the undersigned | d, a Notary Public in                           |
| •                | o me to be the same per<br>this day in person, as |                         | are<br>they signed,      |                    | foregoing instrument,<br>if the said instrument |
| as their         | free and voluntary ac                             | ct, for the uses and pu | irposes therein set fort | h.                 |   |
| GIVEN under my h | and and Notarial Seal,                            | , this 24th             | day of June              | me                 | A.D. 19 86                                      |
|                  | My Commission Exp                                 | ires Mar. 12, 1990 4    | Solvano                  | e ///              | Connor  |
|                  |   |                         |                          | Notary Public      |   |
| THIS INSTRUME    | NT WAS PREPARED                                   | BY: Marie A. Za         | patka                    |                    |   |

Household Bank

255 E. Lake Street

Bloomingdale, Hilinois 60108

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## **UNOFFICIAL COPY**

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