

UNOFFICIAL COPY

KNOW ALL MEN BY THESE PRESENTS, that we, Wayne E. Rehmer and Deanne R. Rehmer, his wife

Deanne R. Rehmer, his wife

of the County of Cook, State of Illinois

in order to secure an indebtedness of Seventy Thousand and 00/100 Dollars (\$ 70,000.00)

executed a mortgage of even date herewith, mortgaging to Main Bank, 350 E. Dundee Road, Wheeling, IL 60090

the following described real estate: Lot Fourteen (14) In Resubdivision of Lots 22, 23, 24, 33, 34, 35, 36, 37, 38, 51, 52, 74, 75, 76, 77 and 78 together with the vacated portions of Sixth Avenue and Cyrilla Street of Hollands Resubdivision of Lots 1 to 109, inclusive, and vacated streets and alleys in Dall's Sunnyside Addition to Wheeling, in the South Half (1/2) of Section 2, Township 42 North, Range 11, East of the Third Principal Meridian, according to Plat of said Resubdivision, registered in the Office of the Registrar of Titles of Cook County, Illinois, on December 5, 1958, as Document Number 183327.

Permanent Tax #03-02-320-022-0000 F J O
Commonly known as: 114 6th St., Wheeling, IL 60090

and, whereas, Main Bank 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 Wayne E. Rehmer and Deanne R. Rehmer, his wife

hereby assign, transfer, and set its right, title and interest in and to all existing and future Leases over to Main Bank

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

The undersigned, do hereby irrevocably appoint the said Main Bank the agent of the undersigned for the management of said property, and do hereby authorize the Main Bank 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 Main Bank 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 Main Bank 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 Main Bank 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 Main Bank 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 Main Bank shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 19th day of December, A. D., 1986.

Wayne F. Rehmer (SEAL)
Wayne F. Rehmer
Deanne R. Rehmer (SEAL)
Deanne R. Rehmer
(SEAL)
(SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss.

I, Erma Fabian, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Wayne F. Rehmer and Deanne R. Rehmer, his wife

personally known to me to be the same persons, 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 19th day of December, A. D., 1986.

Prepared By and Return To:

Main Bank
Nancy Keppel
350 E. Dundee Rd.
Wheeling, IL 60090

Erma Fabian
Notary Public

3580113

UNOFFICIAL COPY

Assignment of Rents

Box

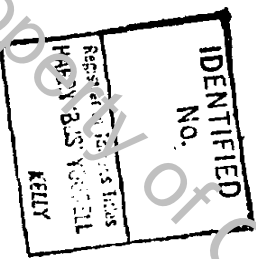
TO

Loan No.

3/10/96
9096972

SECRETARY
DO HERBY

NOTARIAL SEAL



Mailed to: New Bank
250 E. Dundee Rd
Wheeling IL 60090

Property of Cook County Clerk

Notary Public

I, _____ a Notary Public in and for said County, in the State aforesaid, DO HERBY CERTIFY THAT _____ President of _____ and who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President, and _____ 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, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that _____ as custodian of the corporate seal of said Corporation, did affix the corporate seal of said instrument as _____ own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS }
COUNTY OF _____ }
SS.

By _____ Secretary
_____ President

ATTEST:

IN TESTIMONY WHEREOF, the undersigned _____ hath caused these presents to be signed by its _____ President and its corporate seal to be hereunto affixed and attested by its _____ Secretary this _____ day of _____ A. D., 19____