

UNOFFICIAL COPY 7 9

3605879

KNOW ALL MEN BY THESE PRESENTS, that whereas Julie B. Rachlis MARRIED TO BENJAMIN RACHLIS

In order to secure an indebtedness of One Hundred Seven Thousand Dollars and NO/100 DOLLARS, executed a MORTGAGE or even date here-

with to Bank of Northfield

on the following described real estate:

Lot 16 in Thelin and Thelin's Wilmette Avenue Addition, being a subdivision of part of the East 20 acres of the West 1/2 of the South West 1/4 of Section 32, Township 42 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois, lying Southwesterly of Skokie Boulevard and North of Glenview Road (being part) of Lot 32 in County Clerk's Division of said Section 32) according to the plat of said subdivision recorded June 22, 1955 as Document 1627583, in Book 446 of Plats, page 40, in Cook County, Illinois.

PERM. R.E. INDEX NO: 05-32-309-023-0000 E M O

ADDRESS: 236 Thelin Court, Wilmette, IL 60091

3605879

and, whereas, the Bank of Northfield 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 under-

signed, Julie B. Rachlis

hereby assign, transfer and set over unto the Bank of Northfield

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 said trustee 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 said trustee and especially those certain leases and agreements and all the avails hereunder unto the said trustee and especially those certain leases and agreements now existing upon the property hereinabove described.

The undersigned, do hereby irrevocably appoint the said trustee the agent of the undersigned for the management of said property, and do hereby authorize the said trustee to let and selet 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 trustee may do.

It is understood and agreed that the said trustee 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 trustee, 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 expenses of such attorneys, agents and servants as may reasonably be necessary.

It is understood and agreed that the said trustee will not exercise its rights under this Assignment until after default in any payment secured by the trust deed 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 said trustee 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 trustee shall have been fully paid, at which time this assignment and power of attorney shall terminate.

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

IN WITNESS WHEREOF, the undersigned have set their hands and seals the 7 day of April, 1987

Julie B. Rachlis (Seal)
Julie B. Rachlis

_____ (Seal)

STATE OF Illinois }
COUNTY OF Cook }

UNOFFICIAL COPY

I, Leresa L. Salazar,
a Notary Public in and for said County in the State aforesaid, do hereby certify that

Julie B. Rachlis MARRIED TO BENJAMIN RACHLIS,

personally known to me to be the same person whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

GIVEN under my hand and notarial seal this 7 day of April

A. D. 1987

Benjamin Rachlis
BENJAMIN RACHLIS

This document is provided by _____
I hereby waiving all
rights and claims to the
property described under the laws of the
State of Illinois.

Leresa L. Salazar
Notary Public
My Commission Expires Feb. 28, 1988

STATE OF ILLINOIS, COOK County ss:

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that BENJAMIN RACHLIS MARRIED TO JULIE B. RACHLIS, personally known to me to be the same person(s) whose name (s) is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that HE signed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7TH day of APRIL, 1987.

My Commission expires: 10-8-89

Leresa L. Salazar
Notary Public

1987 APR -7 PM 3:14

HARRY BUS' YORELL
REGISTRAR OF TITLES

3605879

IDENTIFIED NO. HARRY 'BUS' YORELL WALSH

CHICAGO ILLINOIS

71-09-196

Assignment of Rents

WITH

Prepared by & Mail to:
Bayne F. Hemrich
Bank of Northfield
400 Central Ave
Northfield, IL
60093