

KNOW ALL MEN BY THESE PRESENTS, that JOSE A. JIMENEZ AND DOLORES JIMENEZ, HIS WIFE  
of the VILLAGE of GLENVIEW, County of COOK, and State of ILLINOIS

in order to secure an indebtedness of FORTY-EIGHT THOUSAND EIGHT HUNDRED AND 0/100

Dollars (\$ 48,800.00 ), executed a mortgage of even date herewith, mortgaging to  
INLAND MORTGAGE CORPORATION

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

PARCEL 1: UNIT 8-109 IN REGENCY CONDO #1, AS DELINEATED ON THE SURVEY OF PART OF THE W 30 APRS  
OF THE SW 1/4 OF THE SE 1/4 OF SECT 32, TNSHP 42N, RGE 12 E OF THE 3RD PRIN MERIDIAN, IN COOK  
CO IL, WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO DECLARATION OF CONDO REGISTERED IN THE OFFICE  
OF THE REGISTRAR OF TITLES OF COOK CO IL AS DOC LR3112447, TOGETHER WITH ITS UNDIVIDED 1/2 INT, IN  
THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK CO,  
IL. PARCEL 2: EASEMENTS APPURTENANT TO & FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE  
DECLARATION REGISTERED AS DOC #LR3112442, AS AMENDED FROM TIME TO TIME, & AS CREATED BY DEED  
FROM NATL BK OF AUSTIN, AS TRUSTEE UNDER TR AGREEMENT DTD 8/21/69 & KNOWN AS TR #4600 TO JOHN  
B. ROBERTS REGISTERED AS DOC #LR3211935 FOR INGRESS & EGRESS, ALL IN COOK CO, IL.  
PERM. TAX #04-32-402-061-1053, VOL. 134 COMMON ADDRESS: 10365 DEARLOVE ROAD #11

and, whereas, said Mortgagee, 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 un-  
dersigned 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 under-  
signed 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 right 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 30TH

day of JULY A. D., 19 87  
JOSE A. JIMENEZ (SEAL)  
(SEAL)

DOLORES JIMENEZ (SEAL)  
(SEAL)

STATE OF Illinois  
COUNTY OF Cook } ss.

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT  
Jimenez, his wife

personally known to me to be the same person whose names are

I, the undersigned, a Notary Public in  
Jose A. Jimenez + Dolores  
subscribed to the foregoing instrument.

appeared before me this day in person, and acknowledged that they  
as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30th

day of July A. D. 19 87  
Notary Public

THIS INSTRUMENT WAS PREPARED BY  
INLAND MORTGAGE CORPORATION  
2901 BUTTERFIELD ROAD  
OAK BROOK, ILLINOIS 60521  
PREPARER: ERIC J. WEBB

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# UNOFFICIAL COPY

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RECEIVED  
CLERK OF COOK COUNTY  
AUG - 5 - 1969  
1:25

## PARCEL 1:

UNIT 8-109 IN THE REGENCY CONDOMINIUM NUMBER 1, AS DELINEATED ON THE SURVEY OF PART OF THE WEST 30 ACRES OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT "E" TO THE DECLARATION OF CONDOMINIUM REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER LR 3112447 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION, AS AMENDED FROM TIME TO TIME, IN COOK COUNTY, ILLINOIS. AND INCLUDING:

*LAPEZ*  
04-32-402-061-1058 RS  
EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION, REGISTERED AS DOCUMENT LR3112442, AS AMENDED FROM TIME TO TIME, AND AS CREATED BY DEED, FROM THE NATIONAL BANK OF AUSTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED, AUGUST 21, 1969, KNOWN AS TRUST, NUMBER 4600, TO JOHN E. ROBERTS, REGISTERED AS DOCUMENT LR3211935 *MC* FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

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