ELDPSY 1 7 20134-3

NOW ALL MEN BY THESE PRESENTS, that

John Zidek, and Jill Zidek, his wife,

of the City

of Chicago

. County of

Cook

, and State of Illinois

in order to secure an indebtedness of Fifty One Thousand and 00/100's-----

Dollars (\$ 51,000.00\$), executed a mortgage of even date herewith, mortgaging to

## SECURITY FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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

LOT TWENTY NINE (29) (EXCEPT THE WEST 20 FEET THEREOF) LOT THIRTY (30) IN BLOCK TWO (2) IN
BUTLER'S ELSTON AND JEFFERSON AVENUE SUBDIVISION, A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER (4) OF SECTION 9, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH EAST CORNER OF THE NORTH EAST QUARTER (4) OF THE SOUTH EAST QUARTER (%) OF SAID SECTION 9, THENCE NORTH 6.62 CHAINS TO THE CENTER OF ELSTON ROAD, THENCE NORTHWESTERLY ALONG THE CENTER OF SAID ROAD 11.90 CHAINS, THENCE SOUTH 14.60 CHAINS, THENCE EAST 9 CHAINS TO PLACE OF BEGINNING.

COMMONLY KNOWN AS: 4844 W. WINNEMAC, CHICAGO, ILLINOIS 60630

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NOW, THEREFORE, in order of curther 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 due under or by virtue of any lense, 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 herelofore or may be hereafter 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 large heases and agreements and all the avails hereunder unto the Mortgagee and especially those certain leases and agreements now within a upon the property hereinabove described.

The undersigned, do hereby irrevocroly appoint the Mortgagee the agent of the undersigned for the management of said property, and do hereby authorize the Mortgagee to let and rellet 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 rips is to the premises as it may deem proper or advisable, and to do anything in and about said premises that the undersigned may do, hereby ratifying and confirming anything and everything that the Mortgagee may do.

It is understood and agreed that the Mortgagee six II have the power to use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability. The undersigned to the Mortgagee, due or to become due, or that may hereafter be contracted, and also toward the payment of all e penses 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 euronably 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 nonth 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 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 interestedness 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 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 hereuter 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 tiny

Third

day of

A. D., 19 87

\_\_(SEAL)

Jill Zidek(

(SEAL) (SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in

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

John Zidek, and Jill Zidek, his wife,

personally known to me to be the same persons whose name &

subscribed to the foregoing instrument,

appeared before me this day in person, and acknowledged that

theu

signed, sealed and delivered the said instrument

free and voluntary act, for the uses and purposes therein set forth. their

GIVEN under my hand and Notarial Seal, this

August

311 day of AUGUST

, A.D. 19 82

Jan Chia Zuraus

THIS INSTRUMENT WAS PREPARED BY: BOX 218 Kathleen A. Wilson

Security Federal Savings & Loan Association of Chicago 1209 N. Milwaukee Avenue

Chicago, Illinois 60622

"OFFICIAL SEAL" Jane Chris Zurawski Notary Public, State of Illinois My Commission Expires 10/16/88

## **UNOFFICIAL COPY**

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Office

SACCEPATH FELOURSAINEST 1209 B. M. LWAUKES. Chicketti

Registrar of Torreps Titles
HARRY "BUS" YOURELL

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JOENTIFIED

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