

UNOFFICIAL COPY

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3859341

BOX 67

Assignment of Rents

KNOW ALL MEN BY THESE PRESENTS, that the undersigned _____

MARK B. KIRBY AND BEVERLEY KIRBY, HIS WIFE

of the VILLAGE of NEW LENNOX County of WILL and State of Illinois,

in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto FIRST SAVINGS AND LOAN ASSOCIATION OF SOUTH HOLLAND, a corporation organized and existing under the laws of the State of Illinois (hereinafter referred to as the Association) all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

Lot 19 in Final Plat of Butterfield Place Subdivision, being a Subdivision of part of the South West 1/4 of Section 15, Township 35 North, Range 13 East of the Third Principal Meridian, according to the plat thereof filed July 29, 1988 as Document LR3727479, in Cook County, Illinois

PERMANENT INDEX NUMBERS: PART OF: 31-15-301-006-0000 & 31-15-302-012-0000

THIS INSTRUMENT PREPARED BY: R. A. Gallagher, First Savings and Loan Association of South Holland, 475 E. 162nd St., South Holland, IL 60473.

It being the intention of the undersigned hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to by the Association under the power herein granted.

The undersigned, do hereby irrevocably appoint the said Association their agent for the management of said property, and do hereby authorize the Association to let and relet 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 being understood and agreed that the said Association 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 Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at the rate of \$ market rate per month, and a failure on their part promptly to 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 Association 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 Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals, this 14th day of December AD, 19 89

Mark B Kirby (SEAL)
Mark B. Kirby

Beverley Kirby (SEAL)
Beverley Kirby

STATE OF ILLINOIS }
COUNTY OF Cook } ss.

I, the undersigned a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT MARK B. KIRBY AND BEVERLEY KIRBY, 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 14th day of December A.D., 19 89.

"OFFICIAL SEAL"
Patricia A. Provenzano
Notary Public, State of Illinois
My Commission Expires 3/29/93

Patricia A. Provenzano
Notary Public

92-33-530 Unit 0
(3 of 5)

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BOX 67
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Assignment of Rents

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FIRST SAVINGS AND LOAN
ASSOCIATION
OF SOUTH HOLLAND

TO

1990 FEB -7 PM 3:06
CAROL MOSELEY BRAUN
REGISTRAR OF TITLES

IDENTIFIED
NO.
3859341
OFFICE OF REGISTER OF DEEDS
CAROL MOSELEY BRAUN
CITY

3859341
TF36583

CHICAGO TITLE INS.
G# 72 33-53 D

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