

FOR REL. SEE DOC # 119306
76105

ASSIGNMENT of RENTS

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LOAN NUMBER 25-12-24563

Use with notes providing for precomputed interest.

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THE ABOVE SPACE FOR RECORDERS USE ONLY

KNOW ALL MEN BY THESE PRESENTS THAT AUREL COSTA AND CYNTHIA MAE COSTA, FORMER LY KNOWN AS CYNTHIA MAE NURSE, HIS WIFE, (hereinafter called "the Assignor") of the City or Town of GARY County of LAKK and State of INDIANA

in consideration of \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby assigns and transfers to MERCANTILE ALL IN ONE LOANS, INC.

a Delaware corporation, (hereinafter called "the Assignee") of 3319 N. MARSHFIELD City of CHICAGO State of Illinois, all rents, earnings, income and avails from the following described real estate now due or which may hereafter become due by virtue of any and all agreements or leases, whether written or verbal for the use or occupancy of said real estate, or any part thereof, which may have been heretofore or may hereafter be made and agreed to, or to any deposits received in connection with letting of the same:

Lot 5 and the North 7 1/2 feet of Lot 4, in Block 11, Gary Land Company's Second Subdivision in the City of Gary, as shown in Plat Book 10, Page 16, in Lake County, Indiana.



STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
OCT 15 9 31 AM '71
ANDREW J. NICHENKO
RECORDER

The aforesaid transfer and assignment shall be absolute, except as hereinafter provided.

Said assignment is given as additional security to secure the payment of a loan evidenced by a note of even date herewith in the amount of \$ 7745.40 secured by a MORTGAGE (hereinafter called "the security instrument") of even date herewith, and which assignment shall remain in full force and effect until said loan, interest and other costs and charges provided shall be fully paid.

The within assignment shall not become operative until a default shall occur under the terms and obligations contained in said security instrument or in the note secured thereby.

In the event of a default as aforesaid, the Assignor agrees: the Assignee, its agents or servants, may at its discretion take possession of said real estate and hold, manage and control the same and the improvements thereon; make necessary repairs, replacements, alterations and improvements to said real estate as the Assignee in its sole discretion may deem fit and necessary; insure and reinsure said premises, lease and rent the same or any part thereof for such sums on such terms as the Assignee, or its agents shall see fit; and collect and hold all rents, income and earnings derived from said premises, including deposits made and to be made, and which shall be applied in the sole discretion of the Assignee in payment or on account of:

- (1) Expenses of operating, maintaining, repairing, making replacements and alterations, the payment of taxes and assessments, insurance, and reasonable compensation for the services rendered by the Assignee, its attorneys, agents, servants or other persons employed for services in connection with the maintenance, operations and management of said real estate; and such other sums as may be required to indemnify Assignee against any liability, loss or damage on account of any act done in good faith pursuant to the rights and powers granted hereunder.
 - (2) Interest, principal or other charges which have or may become due, from time to time, under the terms of the note secured by said security instrument, without prejudice of the right to enforce any and all remedies which Assignee has by reason of any default as aforesaid.
 - (3) Any deficiency which may be decreed against the Assignor in favor of the Assignee or Trustee and when all of the aforesaid payments and disbursements have been made, any remaining surplus shall be paid to the Assignor.
- The Assignee may, in the event of a default as aforesaid, use such measures, legal and equitable, as in the Assignee's discretion may be deemed proper or necessary to enforce the payment of the security of such rents, earnings, income and avails.

FOR MORTGAGE SEE DOC.# 76104

76105

The within assignment may be assigned, and all the provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In the event of a default the within assignment shall remain in full force and effect until any period of redemption following a sale in foreclosure proceedings has expired. Payment of the debt and/or a release of the security instrument securing said obligation shall operate as a release of the within instrument.

In Witness Whereof, the Assignor has executed the within Assignment this 29th day of September, 1970

X Aurel Costa (SEAL)
AUREL COSTA

Cynthia Mae Costa (SEAL)
CYNTHIA MAE COSTA

STATE OF ILLINOIS,

County of COOK ss.



I, Alan R. Edelson

a Notary Public in and for and residing

in said County, in the State aforesaid, DO HEREBY CERTIFY THAT AUREL COSTA AND CYNTHIA MAE COSTA
FORMERLY KNOWN AS CYNTHIA MAE NURSE, HIS WIFE,

who are personally known to me to be the same person s/are whose name s/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 29th day of September, A.D. 1970



Alan R. Edelson
Notary Public

DELIVERY INSTRUCTIONS OR 508
NAME Mercantile All In One Loans Inc.
STREET 3319 N. Marshfield Avenue
CITY Chicago, Illinois
RECORDER'S OFFICE BOX NUMBER

FOR RECORDERS INDEX PURPOSES
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

361 Buchanan

Gary, Indiana