

94024902

### Assignment of Rents

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, \_\_\_\_\_

OSCAR M. FUENTES and MICHELLE M. FUENTES, husband and wife

of the \_\_\_\_\_ Town of Griffith County of Lake and State of INDIANA

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:

RIDER ATTACHED HERETO AND MADE A PART HEREOF

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S.A. RECORDER JH

FILED IN 100000  
LAKE COUNTY, INDIANA

Chicago Title Insurance Company

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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 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 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 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 31st day of March A.D., 19 94

Oscar M. Fuentes (SEAL)  
Oscar M. Fuentes  
\_\_\_\_\_  
(SEAL)

Michelle M. Fuentes (SEAL)  
Michelle M. Fuentes  
\_\_\_\_\_  
(SEAL)

STATE OF ~~ILLINOIS~~ INDIANA  
COUNTY OF --COOK LAKE

I, \_\_\_\_\_ the undersigned \_\_\_\_\_ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT OSCAR M. FUENTES and MICHELLE M. FUENTES, husband and wife personally known to me to be the same person s 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 31 day of MARCH A.D. 19 94.

Janice L. Maddox  
Notary Public  
JANICE L. MADDOX

COMMISSION EXPIRES JANUARY 13 1998  
RESIDENT OF LAKE COUNTY

Loan No. 50511-8.4  
This instrument was prepared by: Bonnie Witvoett  
1st SALA of South Holland

94024901  
For only see doc #

Handwritten initials/signature

RIDER ATTACHED HERETO AND MADE A PART OF ASSIGNMENT OF RENTS DATED MARCH 31, 1994

Parcel 1: Part of the East Half of the West 2/3 of the West Half of the Southeast Quarter of Section 23, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point 220.72 feet West of the Southeast Corner of said East Half of the West 2/3 of the West Half of the Southeast Quarter of said Section 23; thence North 560.9 feet; thence West 43 feet to a point, which point is the starting point of this description; thence North parallel with the West line of said tract, a distance of 298 feet; thence West on a line parallel with the South line of said Section 23, a distance of 177.7 feet, more or less, to the West line of said East Half of the West 2/3 of the West Half of the Southeast Quarter of said Section 23; thence South along the West line of said tract 298 feet; thence East 177.7 feet, more or less, to the place of beginning, in the Town of Griffith, Lake County, Indiana.

Parcel 2: Part of the West 2/3 of the West Half of the Southeast Quarter of Section 23, Township 36 North, Range 9 West of the Second Principal Meridian, in Lake County, Indiana, described as commencing at a point 560.91 feet North of and 220.72 feet West of the Southeast corner of East Half of West 2/3 of West Half of said Southeast Quarter; thence West 43 feet, thence North 298 feet, thence East 136.72 feet; thence South 298 feet and thence West 93.72 feet to the place of beginning, except a triangular tract of land in the East Half of the West 2/3rds of the West Half of the Southeast Quarter of Section 23, Township 36 North, Range 9 West of the 2nd Principal Meridian, in the Town of Griffith, Lake County, Indiana, described as commencing at a point on the South line of said Section 23 and the East line of 66 foot wide Norwood Street; thence North 535.91 feet more or less along the East line of Norwood Street; thence North 45 degrees East 35.36 feet along the Southeasterly line of Norwood Street (said Street being 66 feet wide at this point) to the point of beginning; thence continuing North 45 degrees East on the Southeasterly line of Norwood Street 50.51 feet; thence South on a line (which line is the West line of property described in Deed Record 958, page 423, in a conveyance by Frank H. and Marjorie L. Hart to Frank W. and Jacqueline Hart) 35.72 feet; thence West 35.72 feet to the point of beginning.

KEY NUMBERS: Parcel 1: 26-5-67 Parcel 2: 26-5-109  
PROPERTY ADDRESS: Parcel 1: 1780 Norwood Avenue, Griffith, Indiana 46319  
Parcel 2: 1800 Norwood Avenue, Griffith, Indiana 46319  
THIS INSTRUMENT WAS PREPARED BY: Bonnie Witvoet First Savings and Loan Association of South Holland, Illinois 60473

