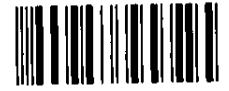


UNOFFICIAL COPY

00504801

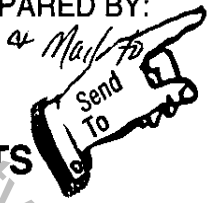
05/07/006 28 001 Page 1 of 4
2000-07-07 16:23:44
Cook County Recorder 27.50



00504801

THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan
500 W. Madison
Chicago, IL 60661



LOAN#: 010096002

ASSIGNMENT OF RENTS

CITIBANK[®]
Real Estate Group
500 West Madison
Chicago, Illinois 60661
Telephone (1 312 627 3900)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LASALLE BANK NATIONAL ASSOCIATION

of the City of Chicago County of Cook and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated JUNE 23, 2000 and known as Trust No. 126332, in consideration of a loan in the amount of ONE MILLION NINE HUNDRED FIFTY THOUSAND AND NO/100

----- dollars (\$1,950,000.00) evidenced by a promissory note and secured by a mortgage, both instruments bearing even date herewith, and other good and valuable consideration, does hereby sell, assign, transfer and set over unto Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, or to its successors and assigns, (hereinafter referred to as the Lender), all rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal and whether now existing or hereafter executed, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

SEE LEGAL DESCRIPTION RIDER ATTACHED HERETO AND MADE A PART HEREOF

PIN: 08-23-400-017-0000

more commonly known as:

2448-2490 Oakton Street
Arlington Heights, Il 60005

AM

1ST AMERICAN TITLE Order # 200081/14-28341 4 of 4

UNOFFICIAL COPY

IT IS UNDERSTOOD AND AGREED THAT THE LENDER WILL NOT EXERCISE ANY OF ITS RIGHTS UNDER THIS ASSIGNMENT UNTIL AFTER DEFAULT UNDER THE TERMS OF THE AFORESAID PROMISSORY NOTE AND MORTGAGE.

It is 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 Lender, whether such 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 does hereby irrevocably appoint the Lender the agent of the undersigned and consent that the Association assume the management of said property, and may let and re-let said premises or any part thereof, according to its own discretion, and bring or defend any suits in connection with said premises in its own name, or in the name of the undersigned, as it may consider expedient, and 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 Lender may do.

It is understood and agreed that the Lender may use and apply said avails, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the 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, assessments and insurance premiums which may in its judgment be deemed proper and advisable, and the undersigned does hereby ratify and confirm all that the Lender may do by virtue hereof. This assignment 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 Lender shall be fully paid, at which time this assignment shall terminate.

The failure of the Lender to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Lender of its right of exercise thereafter.

THIS ASSIGNMENT is executed by the undersigned Trustee, not personally but as Trustee under the terms of the aforesaid Trust Agreement, and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Trustee in its individual corporate capacity, but as covenants, undertakings and agreements of the Trustee acting solely in the exercise of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the Trustee in its individual corporate capacity, or against any agent or employee of the said Trustee, on account hereof, or on account of any covenant, undertaking or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holders hereof, and by all persons claiming by or through or under said parties or holders, and any of said parties or holders shall look solely to the real estate herein described, and the avails, issues and profits thereof or therefrom.

IN WITNESS WHEREOF, LASALLE BANK NATIONAL ASSOCIATION not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its *Asst. Vice* Secretary this

Day of June 27th, 2000

TRUSTEE: LASALLE BANK NATIONAL ASSOCIATION

not personally, but as trustee as aforesaid

ATTEST *Attestation not required by LaSalle Bank National Association Bylaws*
By: _____
Its: _____

By: *[Signature]*
Its: *AVP*

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

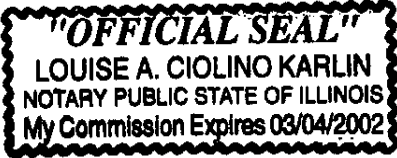
I, the undersigned, JOSEPH F. SOCHACKI, a Notary Public in and for the said County in the State aforesaid,
Do HEREBY CERTIFY THAT JOSEPH F. SOCHACKI, personally known
to me to be the Ass't. Vice President and Secretary
respectively of LA SALLE BANK NATIONAL ASSOCIATION
in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and
acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and
voluntary act of said corporation, as Trustee as aforesaid, for the uses and purposes therein set forth, and caused
the corporate seal of said corporation to be thereto affixed.

GIVEN under my hand and Notarial Seal this 5 day of July, 2000.

My Commission Expires:

March 4, 2002

Louise A. Ciolino Karlin
Notary Public



Property of Cook County Clerk's Office

LEGAL DESCRIPTION RIDER

PARCEL 1:

THE EAST 386 FEET (EXCEPT THE SOUTH 454.88 FEET OF THE WEST 187.98 FEET OF THE EAST 386 FEET AND EXCEPT THE SOUTH 50 FEET OF THE EAST 198.02 FEET) OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 OVER THE LAND DESCRIBED AS FOLLOWS:

THE EAST 10 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 454.88 FEET OF THE WEST 187.98 FEET OF THE EAST 386 FEET (EXCEPT THE SOUTH 270 FEET OF THE WEST 20 FEET OF THE EAST 386 FEET AND EXCEPT THE SOUTH 50 FEET OF THE WEST 187.98 FEET OF THE EAST 366 FEET) OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AS GRANTED BY SECOND AMENDMENT TO DECLARATION OF EASEMENT DATED AUGUST 21, 1973 AND RECORDED NOVEMBER 8, 1974 AS DOCUMENT NUMBER 22902540 MADE BY CENTRAL NATIONAL BANK IN CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 7, 1971 AND KNOWN AS TRUST NUMBER 18186, AND AS CREATED BY DEED MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 7, 1971 AND KNOWN AS TRUST NUMBER 10-18186-08, TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1989 AND KNOWN AS TRUST NUMBER 109717-03, DATED OCTOBER 27, 1989 AND RECORDED NOVEMBER 3, 1989 AS DOCUMENT NUMBER 89524888.

PIN: 08-23-400-017-0000

MORE COMMONLY KNOWN AS: 2448-2490 OAKTON STREET
ARLINGTON HEIGHTS, IL 60005

LOAN NO. 010096002