

UNOFFICIAL COPY

00543773

738,000.03 001 Page 1 of 4  
2000-07-20 10:40:42  
Cook County Recorder 27.00



00543773

THIS INSTRUMENT WAS PREPARED BY:  
AND MAIL TO:

Theodora Gruzlewski  
500 W. Madison  
Chicago, IL 60661

LOAN#: 010096015

**ASSIGNMENT OF RENTS**

**CITIBANK**<sup>®</sup>  
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, N. A. SUCCESSOR TRUSTEE TO AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO

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 OCTOBER 20, 1980  
and known as Trust No. 51170, in consideration of a loan in the amount of  
TWO HUNDRED SIXTY FIVE THOUSAND AND NO/100-----

----- dollars (\$265,000.00)  
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:

PARCEL 1:  
THE WEST 59.34 FEET AS MEASURED AT RIGHTS ANGLES TO THE WEST LINE THEREOF, OF  
THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND, TO WIT: THAT PART LYING  
EAST OF THE SOUTHEASTERLY LINE OF DEARLOVE OF THE WEST 616.0 FEET OF LOT 12,  
EXCEPT THE SOUTH 598.0 FEET THEREOF IN THE COUNTY CLERK'S DIVISION OF SECTION  
32, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH  
LIES EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID TRACT FROM  
A POINT THEREON, 170.27 FEET WEST OF THE SOUTHEAST CORNER THEREOF, IN COOK  
COUNTY, ILLINOIS.

more commonly known as:

CONTINUED

10481 Dear Love Road  
Glenview, Illinois 60025

**BOX 158**

4

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.

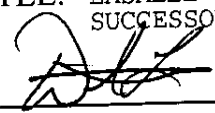
The failure of the Lender to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Lender of its right of exercise thereafter.

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, N. A. SUCCESSOR TRUSTEE TO AMERICAN NATIONAL 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 Secretary this

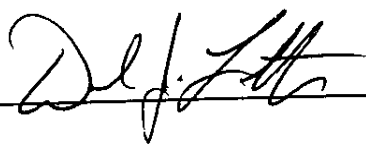
Day of July 7th, 2000

TRUSTEE: LASALLE BANK, N. A. SUCCESSOR TRUSTEE



not personally, but as trustee as aforesaid

ATTEST Attestation not required by LaSalle Bank National Association By: \_\_\_\_\_ Its: \_\_\_\_\_

By:  Its: Vice President

STATE OF ILLINOIS

COUNTY OF Cook

SS:

MARGARET O'DONNELL

I, MARGARET O'DONNELL, a Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT DAVID J. LANCIOTTI, vice President, personally known to me to be the President and Secretary respectively of

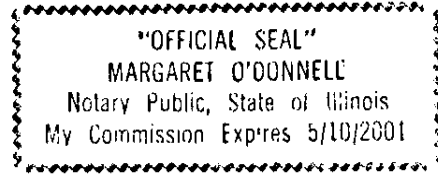
in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the 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 11th day of July 2000

My Commission Expires:

5-16-01

Margaret O'Donnell Notary Public



# UNOFFICIAL COPY

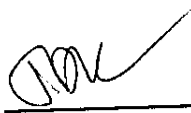
00543773

## CONTINUATION OF LEGAL DESCRIPTION

PARCEL 2:  
EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS SHOWN IN THE DECLARATION OF  
EASEMENTS, MADE BY LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION AS  
TRUSTEE UNDER TRUST AGREEMENT DATED JULY 27, 1971 AND KNOWN AS TRUST NUMBER  
62831 DATED JANUARY 27, 1972 AND RECORDED MARCH 17, 1972 AS DOUCMENT NUMBER  
21838884, FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

P. I. N. 04-32-401-102-0000

Property of Cook County Clerk's Office

INITIALS:   
C.K.  
\_\_\_\_\_  
\_\_\_\_\_