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2000-09-06 13:37:41

Cook County Recorder

25.50



THIS INSTRUMENT WAS PREPARED BY:

Tanny Terrell 500 W. Madison Chicago, IL 60661

LOAN#: 010096066

ASSIGNMENT OF RENTS

00-0705

*LaSalle Bank National Association,
successor trustee
KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

*AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO

CITIBANCO®
Real Estate Group
500 West Madison
Chicago, Illinois 60661
Telephone (1 312:627 3900)



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 we 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:

UNITS 1, 2 AND 3 AS DELINEATED ON PLAT OF SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE:

THE SOUTH 22 FEET OF LOT 3 AND THE NORTH 1 FOOT OF LOT 4 IN SUB-BLOCK 1 IN LAY'S SUBDIVISION OF BLOCK 12 IN CANAL TRUSTEES' SUBDIVISION IN SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS
DOCUMENT 23935679, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON
CONTINUED

more commonly known as:

2252 N. Cleveland Chicago, IL 60614

(b)

ASSIGNN

IT IS UNDERSTOOD AND AGNEED THAT THE ZENDEL 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 commumall that the Lender may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the news, 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 hall look solely to the real estate herein described, and the avails, issues and profits thereof or therefrom.

IN WITNESS WHEREOF, *AMERICAN NATIONAL Be not personally but as Trustee as aforesaid, has caused these persident and its corporate seal to be hereunto affixed and at	presents to be signed by its
Day of August 24th, 2000	TRUSTEE: AMERICAN NATIONAL BANK & TRUST COMPANY OF CHICAGO
•	not personally, but as trustee as aforesaid
ATTEST	3 - 1 - W
By: Attestation not required by	By: DAVID J. LANCIOTTI
Its:	Its: Vice President

STATE OF ILLINOIS

UNOFFICIAL COPY

COUNTY OF

00687793

Do HEREBY CERTIFY THAT to me to be the respectively of	DAVID J. LANCIOTTI, $\sqrt{\mathcal{P}}$ President		nd County in the State aforesaid, personally known Secretar	ì
in which name, as Trustee, the above acknowledged that they signed and voluntary act of said corporation, a the corporate seal of said corporation	delivered the said instrum s Trustee as aforesaid, fo	ent as their free and vo	oluntary act and as the free and	1
GIVEN under my hand and Not	arial Seal this 3/st	day of Augus	t 2000	
My Commission Expires:		Chac	7 /2	
6-21-03	, 30\$^^	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Notary Public	
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