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Cook County Recorder

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CC200741 DB FIRST AMERICAN TITLE

THIS INSTRUMENT WAS PREPARED BY: Tanny Terrell

ASSIGNMENT OF REN

CITIBAN(**©**

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

Loan #:010096213 *Firstar Bank, N.A. f/k/a

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, *Firstar Bank, Illinois (parcel 1) and LaSalle Bank National Association (Parcel 2) of the City of Chicago County of Coo; and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated April 13, 1989 (parcel 1) & May 4, 1989 (Parcel 2) and known as Trust No. 1549 (parcel 1) and 114313 (Parcel 2), in consideration of a loan in the amount of NINE HUNDRED THOUSAND AND NO/100 dollars (\$900,000.00) 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 "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 SOM CO described premises:

SEE EXHIBIT "A" ATTACHED

more commonly known as: 1828 N. Burling & 1525 W. Devon, Chicago, IL 60614 & 60645

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.

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It is the intention of the article igner levely to establish a 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 Lender under the power herein granted.

The undersigned does hereby irrevocably appoint the Lender the agent of the undersigned and consent that the Lender 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 Lender, 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, successers 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.

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 or der 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 aforesaid b	WITNESS WHEREOF, LASALLE BANK, NATION TRUST AS CAUSED these presents to be signed by its	ONAL ASSOC'ATION (PARCEL 2) not personally but as Trustee as conficer and its corporate seal to be hereunto affixed and attested by its
	Secretary this 16 th day of A	
		TRUSTEE: LaSalle Ban, National Association
		not personally, but as trustee as afcresaid
ATTEST	Affestation not required by LaSatio Bank National Association	CO
Ву:	Bylaws	By: Roto Edwards
Its:		Its:TRUST OFFICER

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It is the intention of the indexigned levely 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 Lender under the power herein granted.

The undersigned does hereby irrevocably appoint the Lender the agent of the undersigned and consent that the Lender 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 Lender, 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.

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 thereform.

IN WITNESS WHEREOF, FIRSTAR BANK, ILLINO	IS (PARCEL 1) not personally but as Trustee as aforesaid, has caused
these presents to be signed by its Vice President and its corporate	e seal to be hereunt affixed and attested by its. Land Tr.Officer
Secretary this 16th day of April, 2001.	
	*Firstar Bank, N.A. f/k/a TRUSTEE: Firstar Bank, Illinois
	$O_{\mathcal{E}}$
	not personally, but as trustee as are escut
ATTEST	a Atat
By: Ungle () Claim	By: NOW
Angela McClain Land Trust Officer	June Stout Vice President
Its:	Its:

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STATE OF ILLINOIS

UNOFFICIAL COPY

COUNTY OF

0010375347

I,	the sundersigned		, a Notary Pub	lic in and for the	said County in the Stat	e aforesaid,
Do HEREBY CE	RTIFY THAT	June Stout, Vice	Pres.		, person	ally known
to me to be the		Vice	President and	Angela McClain,	Land Trust Officer	Secretary
respectively of	Firstar Bank, N.					
in which name, a	is Trustee, the abo	ve and foregoing i	nstrument is ex	ecuted, appeared	before me this day in	person and
acknowledged th	nat they signed an	d delivered the sa	id instrument a	s their free and	voluntary act and as t	he free and
voluntary act of	said corporation,	as Trustee as afo	oresaid, for the	uses and purpos	ses therein set forth,	and caused
the corporate sea	l of said corporation	on to be thereto aff	ixed.			
GIVEN und	der my hand and N	otarial Seal this	26th day	of April, 200		
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	90			\mathcal{A}_{α}	& la WATE	
My Commission	Expires:			Now N	· Sunger	<i>~</i>
•	"OFFICIAL"	PATP	•		Notary Public	•
	Doris L. Han Notery Public, Sta	iptor	<u> </u>			
	My Commission Expi	res 10-16-200?				
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COUNTY OF COOK

0010375347

I. Anne M. Marchert	, a No	otary Public in and fo	r the said County in the State	
aforesaid, do HEREBY CERTIFY THATRETA A. EDWARDS		personally known to me to be the		
TRUST OFFICER President and			espectively of	
			Trustee, the above and foregoing	
instrument is executed, appeared before me this their free and voluntary act and as the free and therein set forth, and caused the corporate seal o	voluntary act of said corpora	tion, as Trustee as afor		
GIVEN under my hand and Notarial Se	al this <u>Aloth</u> day of	f April	, A.D., <u></u> .	
0000		Anne SMM Notary Public	Pan Ray T	
My Commission Expires: OFFICIAL SEAL* Anne M. Marchert Notary Public, State of Illinois My Commission Expires April 23, 2092	*Coop			
		T Clarks		

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0010375347

EXHIBIT "A" Loan #010096213

PARCEL 1:

LOT 37 IN R.B. FARSON'S SUBDIVISION IN THE NORTH 26 RODS AND 11 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 40 NORTH, OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH 26 14, EAST RODS AND 11 FEET OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE NORTH 1/2 OF THE EAST 1/2 OF LOT 11 IN THE ASSESSOR'S DIVISION OF LOT 19 (EXCEPT THE NORTHEAST 1/4 THEREOF) IN BLOCK 2 IN SHEFFIELD'S ADDITION TO CHICAGO IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, LINOIS. INCOUNTY CONTROL

PIN #14-05-100-015-0000 14-33-300-081-0000

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