

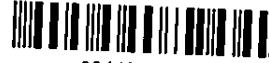
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Cook County Recorder 31.50



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THIS INSTRUMENT WAS PREPARED BY:

Tanny Terrell  
500 W. Madison  
Chicago, IL 60661

LOAN#: 010096325

**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,

COSMOPOLITAN BANK AND TRUST ~~COMPANY~~

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 SEPTEMBER 9, 1986 and known as Trust No. 13379, in consideration of a loan in the amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100

----- dollars (\$4,400,000.00)

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 EXHIBIT "A" ATTACHED

- PIN #06-36-307-026-0000
- 06-36-307-018-0000
- 06-36-307-019-0000
- 06-36-307-020-0000
- 06-36-307-021-0000
- 06-36-307-022-0000
- 06-36-307-027-0000

more commonly known as:

1900-30 Elm Ct.  
Hanover Park, IL 60103

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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**, COSMOPOLITAN BANK AND TRUST COMPANY u/t/a/d 9/9/86 #13379 not personally but as Trustee as aforesaid, has caused these presents to be signed by its VP/Trust Officer ~~President~~ and its corporate seal to be hereunto affixed and attested by its Land Trust Admin. ~~Secretary~~ this

Day of September 21st, 2001

TRUSTEE: COSMOPOLITAN BANK AND TRUST COMPANY u/t/a/d 9/9/86 #13379

not personally, but as trustee as aforesaid

ATTEST

By: *[Signature]*

Its: Land Trust Admin.

By: *[Signature]*

Its: VP/Trust Officer

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF )

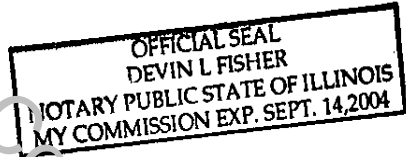
I, Devin Fisher a Notary Public in and for the said County in the State aforesaid,  
Do HEREBY CERTIFY THAT Todd W. Cordell, personally known  
to me to be the VP/Trust Officer President and Parula O. Welch Secretary  
respectively of Hand Trust Admin.  
in which name, as Trustee, the above and foregoing 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 12<sup>th</sup> day of October, 2001

My Commission Expires:

9/14/04

Devin Fisher  
Notary Public



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Exhibit "A" Loan #010096325  
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PARCEL ONE:

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT A POINT ON THE 1/4 SECTION LINE OF SAID SOUTH 1/2 OF SAID SECTION 36, WHICH IS 1254.0 FEET SOUTH OF THE CENTER OF SAID SECTION 36; THENCE CONTINUING SOUTH ON SAID 1/4 SECTION LINE 301.44 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST 80.00 FEET; THENCE SOUTH 0 DEGREES 11 MINUTES 30 SECONDS EAST 10.0 FEET TO A POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES 11 MINUTES 30 SECONDS EAST 67.0 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 30 SECONDS WEST 83.67 FEET; THENCE NORTH 0 DEGREES 11 MINUTES 30 SECONDS WEST 67.00 FEET; THENCE NORTH 89 DEGREES 49 MINUTES 30 SECONDS EAST 83.67 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL TWO:

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT A POINT ON THE 1/4 SECTION LINE OF SAID SOUTH 1/2 OF SAID SECTION 36, WHICH IS 1254.0 FEET SOUTH OF THE CENTER OF SAID SECTION 36; THENCE CONTINUING SOUTH ON SAID 1/4 SECTION LINE 351.44 FEET TO A POINT OF BEGINNING THENCE EAST 16.67 FEET; THENCE SOUTH 70.0 FEET; THENCE WEST 138.67 FEET; THENCE NORTH 70.0 FEET; THENCE EAST 122.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL THREE:

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT A POINT ON THE 1/4 SECTION LINE OF SAID SOUTH 1/2 OF SAID SECTION 36, WHICH IS 1254.0 FEET SOUTH OF THE CENTER OF SAID SECTION 36; THENCE CONTINUING SOUTH ON SAID 1/4 SECTION LINE 241.88 FEET; THENCE WEST 55.0 FEET FOR A POINT OF BEGINNING; THENCE SOUTH 83.67 FEET; THENCE WEST 62.0 FEET; THENCE NORTH 83.67 FEET; THENCE EAST 62.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL FOUR:

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT A POINT ON THE 1/4 SECTION LINE OF SAID SOUTH 1/2 OF SAID SECTION 36, WHICH IS 1254.0 FEET SOUTH OF THE CENTER OF SAID SECTION 36; THENCE CONTINUING SOUTH ON SAID 1/4 SECTION LINE 146.0 FEET FOR A POINT OF BEGINNING; THENCE EAST 16.67 FEET; THENCE SOUTH 70.0 FEET; THENCE WEST 138.67 FEET; THENCE NORTH 70.0 FEET; THENCE EAST 122.0 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

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PARCEL FIVE:

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT A POINT ON THE 1/4 SECTION LINE OF SAID SOUTH 1/2 OF SAID SECTION 36, WHICH IS 1254.0 FEET SOUTH OF THE CENTER OF SAID SECTION 36; THENCE CONTINUING SOUTH ON SAID 1/4 SECTION LINE 287.77 FEET; THENCE EAST 36.70 FOR A POINT OF BEGINNING; THENCE EAST 70.0 FEET; THENCE SOUTH 138.67 FEET, THENCE WEST 70 FEET; THENCE NORTH 138.67 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL SIX:

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS COMMENCING AT A POINT ON THE 1/4 SECTION LINE OF SAID SOUTH 1/2 OF SAID SECTION 36, WHICH IS 1254.0 FEET SOUTH OF THE CENTER OF SAID SECTION 36; THENCE CONTINUING SOUTH ON SAID 1/4 SECTION LINE 141.0 FEET; THENCE EAST 36.70 FEET FOR A POINT OF BEGINNING; THENCE EAST 70.0 FEET; THENCE SOUTH 138.67 FEET; THENCE WEST 70.0 FEET; THENCE NORTH 138.67 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL SEVEN:

THAT PART OF THE WEST 121.8 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND OF THE EAST 201.9 FEET OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 36 WHICH IS 1254.0 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 36 AND 66.0 FEET NORTH OF THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE SOUTH ON SAID EAST BOUNDARY LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 36, 66.0 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36; THENCE EAST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 36 121.80 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 437.0 FEET TO A POINT ON SAID LINE WHICH IS 490.57 FEET NORTH OF THE CENTER LINE OF THAT HIGHWAY KNOWN AS THE CHICAGO AND ELGIN ROAD ALSO LAKE STREET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 201.80 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 104.71 FEET; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 90.87 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 216.74 FEET TO THE CENTER OF LAKE STREET AFORESAID; THENCE NORTH 60 DEGREES 04 MINUTES WEST ALONG THE CENTER LINE OF LAKE STREET 34.62 FEET; THENCE NORTH ON A LINE PARALLEL WITH THE FILE NUMBER:

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EAST BOUNDARY LINE OF SAID SOUTHWEST 1/4 OF SAID SECTION 36 A DISTANCE OF 807.18 FEET; THENCE EAST 201.9 FEET TO THE POINT OF BEGINNING (EXCEPTING THE SIX PREVIOUSLY DESCRIBED PARCELS AND EXCEPTING THAT PART FALLING WITHIN LAKE STREET).

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