

## UNOFFICIAL CO

2003-02-18 13:01:34

Cook County Recorder

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THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan 500 W. Madison Chicago, IL 60661

ASSIGNMENT OF REN

500 West Madison Chicago, Illinois 60661 Telephone (1 312 627 3900)

LOAN#: 10097518

KNOW ALL MEN BY THESE PRESENTS, that the indersigned,

LASALLE BANK NATIONAL ASSOCIATION

of the of Chicago Cook and State of City MARCH 6, 1989 Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated , in consideration of a loan in the amount of and known as Trust No. 107789-00

THREE HUNDRED NINETY FIVE THOUSAND AND NO/100------\_\_\_\_\_\_ doile\_c(\$395,000.00

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 Citibant, 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:

LOTS 1, 2 AND 3 IN BLOCK 5 IN NORTHWEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 665.6 FEET THEREOF AND EXCEPT THE NORTHWEST ELEVATED RAILROAD YARDS AND RIGHT OF WAY) ACCORDING TO THE PLAT THEREOF RECORDED JUNE 6, 1906 AS DOCUMENT 3874151, IN COOK COUNTY, ILLINOIS.

PIN: 13-14-217-006-0000

more commonly known as:

3335-41 W. Wilson Avenue Chicago, Il 60625

CITIBANK FORM 3596B PAGE 1 ASSIGNN 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 fu' tre 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 it su ance 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 hard, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running v ith 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, uncertakings 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, einer 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

Secretary this

personally

Day of January 29th, 2003

LaSaile Bank National Association.

successor trustee

TRUSTEE: LASALLE BANK NATIONAL ASSOCIATION

sonally, but as trustee as aforesaid

ATTEST

Jalien Lies reanlied by Wink National Association

Land Trust Administra

By:

This instrument is executed by LASALLE BANK National Associations and personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms,

crovisions, stipulations, covenants and conditions to be performed by 1,434LLE BANK National Association are undertaken by it solely as Trustee. as aforesaid, and not individually and all statements hereing made are made on information and belief and are to be construde accordingly, and no par-

sonal liability shall be asserted or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, submissions coverants and/or statements contained in this instrument

ASSIGNN

**CITIBANK FORM 3596B** 

STATE OF ILLINOIS

## UNOFFICIAL COPY 2657

**COUNTY OF** 

I, the uplersing	
Do HEREBY CERTIFY THAChristine C. Yo	oung

, a Notary Public in and for the said County in the State aforesaid,

Land Trust Administrator

, personally known
Secretary

to me to be the respectively of

LaSalla 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.

President and

GIVEN under my hand and Notarial Seal this 3

day of February 2003

My Commission Expires: 6427/2006

Notary Public

RETA A EDWARD

NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 06/27/2006