## UNOFFICIAL COMPANY OF THE PAGE 1 AT

2000-05-09 15:33:17

Cook County Recorder

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THIS INSTRUMENT WAS PREPARED BY:

Theodora Gruzlev ki O1 500 W. Madison Chicago, 15 60661

LOAN#: 010095930

## ASSIGNMENT OF RENTS

CITIBAN(O°

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

North Star Trust Company

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 Citiball, 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:

THE SOUTH 10 FEET OF LOT 5 AND ALL OF LOT 6 AND THE NORTH 10 FEET OF LOT 7 IN BLOCK 9 IN L. L. WHALING'S RESUBDIVISION OF BLOCKS 7, 8 AND 9 IN CLYBOURNE ADDITION TO RAVENSWOOD IN THE NORTH 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P. I. N. 14-07-410-004-0000

more commonly known as:

5007-09 North Damen Avenue Chicago, Illinois 60625

XERCISE 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 fur re 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 ir su ance premiums which may in its judgment be deemed proper and advisable, and the undersigned does hereby ratify and cor ir n all that the Lender may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the hars, 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 thereafte...

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 a 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 of employee of the said Trustee, on account hereof, or on account of any covenant, undertaking or agreement herein contained, at her 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, North Star Trust Company 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 LAND TRUST OF

Day of May 4th, 2000

TRUSTEE: North Star Trust Company

not personally, but as trustee as aforesaid

Bv

## NOFFICIAL COPY

**COUNTY OF** 

ANDREW H. DODZYN, a Notary Public in and for the said County in the State aforesaid, personally known Do HEREBY CERTIFY THAT , personally known ASST. VICE President and Silvia Madina, Lumb TausTo FFICER to me to be the respectively of NOR+H Star TRUSA COMPANY 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  $5\tau\mu$ 

day of

My Commission Expires:

ANDREW H. DOBZYN Notary Public, State of Illinois ( ←C ) ronicsion Expires 08/09/02 Oct County Clert's Office

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**Notary Public**