

Eugene "Gene" Moore Fee: \$26.50
Cook County Recorder of Deeds
Date: 04/16/2003 09:40 AM Pg: 1 of 2

THIS INSTRUMENT WAS PREPARED BY: Theodora Gruzlewski

ASSIGNMENT OF RENTS

Handwritten: 744 North 030653
28 2 Jo



CITIBANK

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

Loan #: 010097744

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Nolan and Associates, Inc., An Illinois Corporation**, of the City of Berwyn, County of Cook and State of Illinois, in consideration of a loan in the amount of **Four Hundred Twenty Five Thousand and 00/100 Dollars (\$425,000.00)** 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:

THAT PART OF LOTS 323, 324, 325 AND 326 TOGETHER WITH VACATED RAILROAD AVENUE WESTERLY OF AND ADJACENT TO SAID LOTS, AS SHOWN ON PLAT OF VACATION RECORDED APRIL 21, 1961 AS DOCUMENT NUMBER 18141793, TAKEN AS A TRACT, LYING WESTERLY OF THE WESTERLY LINE OF CUMMINGS AVENUE (NOW JACKSON BOULEVARD); AS SHOWN ON PLAT OF DEDICATION RECORDED JULY 27, 1899 AS DOCUMENT NUMBER 2849980 AND NORTH OF A LINE DRAWN PARALLEL WITH THE NORTH LINE OF SAID TRACT, FROM A POINT 69 FEET (AS MEASURED ALONG THE WESTERLY LINE OF SAID CUMMINGS AVENUE) NORTH OF THE SOUTH LINE OF SAID TRACT IN E. A. CUMMINGS AND COMPANY'S MADISON STREET ADDITION IN THE NORTHWEST ¼ OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

- P. I. N. 15-13-107-009-0000
- P. I. N. 15-13-107-010-0000
- P. I. N. 15-13-107-011-0000

more commonly known as: **533-535-539 Jackson Boulevard, Forest Park, Illinois 60130**

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.

Handwritten circled number: 2

UNOFFICIAL COPY

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 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.

IN WITNESS WHEREOF, Nolan and Associates, Inc., An Illinois Corporation, has caused these presents to be signed this 7th day of April, 2003.

Patrick J. Nolan

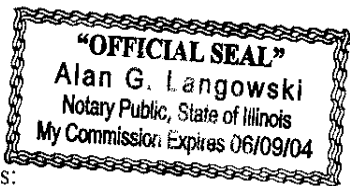
Nolan and Associates, Inc.,
An Illinois Corporation

Marcia J. Nolan

STATE OF ILLINOIS)
) SS:
COUNTY OF)

I, Alan G. Langowski, a Notary Public in and for the said County in the State aforesaid, do HEREBY CERTIFY THAT Patrick J. Nolan and Marcia J. Nolan, personally known to me, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of April, A.D., 2003



Alan G. Langowski

Notary Public

My Commission Expires: