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Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds Date: 05/23/2003 10:09 AM Pg: 1 of 3

THIS INSTRUMENT WAS PREPARED BY: Bianca Dominguez

ASSIGNMENT OF

CITIBAN(**O**

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

Loan #: 010097813

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Chicago Title Land Trust Company, of Chicago, County of Cook and State of Illinois, not perso ally but as Trustee under the provisions of a Trust Agreement dated March 17, 1999 and known as Trust No. 1106974, in consideration of a loan in the amount Four Hundred Forty-Eight ------ DOLLARS (\$448,000.00), Thousand and NO/100evidenced 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 Citibe al., Federal Savings Bank, a corporation organized and existing under the laws of the United States, or to its successors and assign., (hereinafter referred to as "Lender"), all rents, issues and profits now due and which may hereafter become due under or by virtue of ar v 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:

LOT 8 IN BLOCK 23 IN ELSTON'S ADDITION TO CHICAGO IN SECTIONS 4 AND 5, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #: 17-05-126-009-0000

More commonly known as:

1365 W. Crystal Street, Chicago, IL 60622.

IT IS UNDERSTOOD AND AGREED THAT THE LENDER WILL NOT EXERCISE ANY OF ITS PICHTS 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 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 affect 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 therearter.

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 in oility, 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, Chicago Title Land Tru-	Company,
not personally but as Trustee as aforesaid, has caused these presents	to be signed by its President and its corporate seal to be Secre 2.y this day of day of
hereunto affixed and attested by its	Secre 2.y this day of
, A.D., <u>200 3</u>	
ORATE RE	TRUSTEE: Chicage fitle Land Trust Company,
(C) CORPO.	not personally, but as trustee as aforesaid
ATTEST By: Attestation not required CHICAGO, INC. CHICAGO	Shila Durane
By: Attestation not required CHICAGO.	By: Steered V war for
lts:	Its:ASST_VICE PRESIDENT

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STATE OF ILLINOIS)	ICIAL		
COUNTY OF COOK) SS:			
aforesaid, do HEREBY CERTIFY THAT SHETCH. ASST-Vice President and CHRAGO TITLE LAND TRUST COMPRE instrument is executed, appeared before me this day in their free and voluntary act and as the free and volunt therein set forth, and caused the corporate seal of said of	person and acknowledged tary act of said corporation corporation to be thereto at	d that they signed and delivered the said instrumer on, as Trustee as aforesaid, for the uses and purposifixed.	nt as
GIVEN under my hand and Notarial Seal this		MAY ,A.D., 2003.	
	L	Notary Public	
My Commission Expires:			
"OFFICIAL SEAL" LYNDA S. BARRIE Notary Public, State of Illinois My Commission Expires 4/27/06	Of County		

Loan #: 010097813