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NCS/CL25725 @ 3#3



Eugene "Gene" Moore Fee: \$28.50
Cook County Recorder of Deeds
Date: 08/05/2003 01:36 PM Pg: 1 of 3

THIS INSTRUMENT WAS PREPARED BY: Tanny Terrell

ASSIGNMENT OF RENTS (Individual)

CITIBANK

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

Loan #: 10097684

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **1249 Byron LLC** of the City of Chicago, County of Cook and State of Illinois, in consideration of a loan in the amount of **One Million Six Hundred Thousand and NO/100 DOLLARS** -----(**\$1,600,000.00**), 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:

LOTS 45 AND 46 IN THE SUBDIVISION OF BLOCK 2 IN EDISON'S SUBDIVISION OF THE SOUTH $\frac{3}{4}$ OF THE EAST $\frac{1}{2}$ OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-20-110-021-0000

More commonly known as: 1243-49 W. Byron Street / 3852-56 N. Clark Street, Chicago, IL 60613.

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 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,

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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, undersigned, has caused these presents to be signed this 15th day of May, 2003

1249 Byron LLC,

BY: Gen By _____

BY: _____

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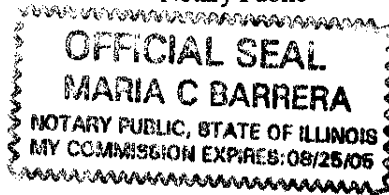
STATE OF ILLINOIS)
) SS:
COUNTY OF)

I, MARIA C. BARRERA, a Notary Public in and for the said County in the State aforesaid, do HEREBY CERTIFY THAT Eloy Burciaga, personally known to me, appeared before me this day in person and acknowledged that he 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 15th day of May, A.D., 2003

Maria C. Barrera

Notary Public



My Commission Expires:

8-25-06

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