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Eugene "Gene" Moore Fee: \$30.00
Cook County Recorder of Deeds
Date: 08/20/2003 03:10 PM Pg: 1 of 4

CC 36387
4/26 4/10/03/17
DEC

THIS INSTRUMENT WAS PREPARED BY:

Tanny Terrell
500 W. Madison
Chicago, IL 60661

LOAN#: 010098104

ASSIGNMENT OF RENTS

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

4

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

WEST SUBURBAN BANK

of the City of Chicago County of Cook and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated AUGUST 4, 2003 and known as Trust No. 12447, in consideration of a loan in the amount of ONE MILLION THREE HUNDRED THOUSAND AND NO/100-----

----- dollars (\$1,300,000.00) 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 THE SOUTHWEST 1/4 OF SECTION 23 TOWNSHIP 41 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST 1/4 AND RUNNING THENCE SOUTH 1 DEGREES 08 MINUTES 50 SECONDS WEST, ALONG THE WEST LINE OF SAID SOUTHWEST 1/4, 258.53 FEET FOR A PLACE OF BEGINNING; THENCE 89 DEGREES 34 MINUTES 07 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4, 596.42 FEET TO THE CENTER LINE OF BARTLETT ROAD; THENCE SOUTH 13 DEGREES 43 MINUTES 35 SECONDS WEST, ALONG SAID CENTER LINE, 328.65 FEET TO THE NORTH LINE OF HILLTOP SUBDIVISION, RECORDED FEBRUARY 13, 1963 AS DOCUMENT NUMBER 18718416; THENCE NORTH 89 DEGREES 20 MINUTES 05 SECONDS WEST, ALONG SAID NORTH LINE, 524.82 FEET OT SAID WEST LINE OF THE

more commonly known as:

CONTINUED

490-596 S. Bartlett Road
Streamwood, IL 60107

UNOFFICIAL COPY

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 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 future 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 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.

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 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, WEST SUBURBAN BANK 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

Day of August 4th, 2003

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
TRUSTEE: WEST SUBURBAN BANK
BY Christine Paulk
TRUST OFFICER

WEST SUBURBAN BANK
NOT PERSONALLY BUT AS
ATTEST TRUSTEE OFF NO. 12447
BY Aileen Corbett
TRUST OFFICER

By: _____

Its: _____

not personally, but as trustee as aforesaid
THIS INSTRUMENT is executed by West Suburban Bank ("WSB") not personally or as a fiduciary, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon it as such trustee. All of the covenants, undertakings and agreements herein are made and intended to be made and intended to be intended by the undersigned in its capacity as trustee and not in its capacity as a bank or as a financial institution. In witness whereof, any provision of law, statute, regulation or ordinance, any remedy or against WSB shall be limited to the covenants comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

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STATE OF ILLINOIS

COUNTY OF *St. Clair*

SS:

I, *the undersigned* a Notary Public in and for the said County in the State aforesaid,
 Do HEREBY CERTIFY THAT *Christine Pavlich*, personally known
 to me to be the *Trustee* ~~President~~ and *Anna Benson* Secretary
 respectively of *West Suburban Bank*
 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 *5th* day of *August* *2013*.

My Commission Expires:



Patricia M. Falstrom

 Notary Public

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CONTINUATION OF LEGAL DESCRIPTION

SOUTHWEST 1/4; THENCE NORTH 1 DEGREES 08 MINUTES 50 SECONDS EAST, ALONG SAID WEST LINE 317.72 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY ILLINOIS.

PIN # 06-23-300-029-0000

Property of Cook County Clerk's Office

INITIALS: CP
AC

