## UNOFFICIAL COPY

0323718026

Eugene "Gene" Moore Fee: \$28.50 Cook County Recorder of Deeds Date: 08/25/2003 11:30 AM Pg: 1 of 3

THIS INSTRUMENT WAS PREPARED BY:

NNT 0/032517

ASSIGNMENT OF RENTS

Esthe Hartan 500 W. Voleson Chicago, IL 80661

LOAN#: 010098048

CITIBANCO

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

KNOW ALL MEN BY THESE PRESENTS, that tre-undersigned,

U.S.BANK, N. A.

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 successor, 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 15 FEET OF LOT 14 (EXCEPT THE WEST 40 FEET THEREOF LOT 15 EXCEPT THE WEST 40 FEET THEREOF) IN THE SUBDIVISION OF BLOCK 6 OF JAMES B. HOBB'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER 1/4 OF THE NORTHWEST QUARTER 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 16-17-129-037-0000

more commonly known as:

845-847 South Lyman Avenue Oak Park, Il 60304

Near North National Title Corp 222 North Lasalle Street Chicago, Illinois 60601

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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 f ture 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 nears, 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 uncersigned Trustee, not personally but as Trustee under the terms of the aforesaid Trust Agreement, and it is expressly uncersic od and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, uncertakings 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 of employee of the said Trustee, on account hereof, or on account of any covenant, undertaking or agreement herein contained, ather expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereof 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 thereform.

IN WITNESS WHEREOF, U.S.BANK, N. A.

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Land Trust Officer President and its corporate seal to be hereunto affixed and attested by its Land Trust Officer Secretary this

Day of August 12th, 2003

TRUSTEE: U.S.BANK, N. A.

not personally, but as trustee as aforesaid

ATTEST

By: Maurier Kriiszynski

Asst. Vice President

Land Trust Officer

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## STATE OF ILLINOIS UNOFFICIAL COPY

**COUNTY OF** 

I, Elizabeth Nieman, a Notary Public in and for the said County in the State aforesaid,
Do HEREBY CERTIFY THAT Angela McClain, personally known
to me to be the Land Trust Officer President Asst. Vice President Secretary

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

20th day of August

204 COUNTY CLOPA'S OFFICE

2003.

My Commission Expires:

OFFICIAL SEAL

ELIZABETH NIEMAN NOTARY PUBLIC - STATE OF ILLINOIS

MY COMMISSION EXPIRES MARCH 16, 2006