UNOFFICIAL COPY



Doc#: 0324518064

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 09/02/2003 12:03 PM Pg: 1 of 4

LOAN#: 010097982

THIS INSTRUMENT WAS PREPARED BY:

Tanny Terrell 500 W. Madison Chicago, IL 60661

ASSIGNMENT OF RENTS

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

STANDARD BANK AND TRUST COMPANY

of the City of Hickory Hills Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated County of Cook and State of December 7, 2001

17176 , in consideration of a loan in the amount of THREE HUNDRED SIXTY FIVE THOUSAND AND

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:

A TRACT OF LAND COMPRISING PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID TRACT OF LAND BEING DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON A LINE DRAWN PARALLEL WITH AND 690 FEET EAST OF THE WEST LINE OF SAID SECTION 4; SAID POINT BEING 272 FEET SOUTH OF THE NORTH LINE OF SAID SECTION; AND RUNNING THENCE WEST, PERPENDICULAR TO SAID PARALLEL LINE, A DISTANCE OF 125 FEET, THENCE SOUTH PARALLEL WITH SAID WEST LINE OF SECTION 4, A DISTANCE OF 228 FEET TO THE NORTH LINE OF THE SOUTH 2310 FEET OF SAID NORTHWEST 1/4 OF SECTION 4; THENCE EAST ALONG SAID NORTH LINE OF THE SOUTH 2310 FEET, A DISTANCE OF 125 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID SECTION 4, A DISTANCE OF CONTINUED

more commonly known as:

524-28 Roberts Drive Glenwood, IL 60425

CITIBANK FORM 3596B

PAGE 1

ASSIGNN

0324518064 Page: 2 of 4

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

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 beirs, 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 exe cite any right which it might exercise hereunder shall not be deemed a waiver by the Lender of its right of exercise the eafter.

THIS ASSIGNMENT is executed by the vadersigned 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, unα πakings and agreements herein made are made and intended, not as personal covenants, undertakings and agreements of the Tru tee 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, einer 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

IN WITNESS WHEREOF, STANDARD BANK AND TRUST COMPANY not personally but as Trustee as aforesaid, has caused these presents to be signed by its T. President and its corporate seal to be hereunto affixed and attested by its A. V. P. Day of August 21st, 2003 ecretary this

TRUSTEE: STANDARD BANK AND TRUST COMPANY

not personally, but as trustee as aforesaid under Trust No. 17176

Patricia Ralphson

Thomas P.

CITIBANK FORM 3596B

PAGE 2

ASSIGNN

0324518064 Page: 3 of 4

IOFFICIAL C

COUNTY OF

The Undersigned, Do HEREBY CERTIFY THAT , a Notary Public in and for the said County in the State aforesaid, Patricia Ralphson to me to be the T. O. President and Thomas P. Mulqueen, A. V. P. Secretary respectively of Standard Bank and Trust Company 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

27th day of August, 2003

My Commission Expire

"OFFICIAL SEAL" MARY A. KISSEL Notary Public, State of Illinois My Commission Expires Dec. 06, 2006

mary futinol Coot County Clart's Office

Part Harry Control

0324518064 Page: 4 of 4

UNOFFICIAL COPY

CONTINUATION OF LEGAL DESCRIPTION

228.10 FEET TO THE POINT OF BEGINNING.

TAX I.D.#32-04-100-026-0000	/
	Ount Clert's Office
INITIALS:	

CITIBANK FORM 3596B

PAGE 5