

# UNOFFICIAL COPY



Doc#: 0325910228  
Eugene "Gene" Moore Fee: \$30.00  
Cook County Recorder of Deeds  
Date: 09/16/2003 03:35 PM Pg: 1 of 4

CC 34783  
DEC 2-9-03  
4:14/48

f Mail to:

THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan  
500 W. Madison  
Chicago, IL 60661

LOAN#: 010098161

## ASSIGNMENT OF RENTS

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LASALLE BANK NATIONAL ASSOCIATION

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 JANUARY 29, 2003 and known as Trust No. 130783, in consideration of a loan in the amount of FOUR HUNDRED TWENTY THOUSAND AND NO/100-----

----- dollars (\$ 420,000.00 )  
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:

SEE ATTACHED RIDER FOR LEGAL DESCRIPTION

PIN: 04-30-210-097-1001; 04-30-210-097-1002; 04-30-210-097-1003;  
04-30-210-097-1004; 04-30-210-097-1005; 04-30-210-097-1006

more commonly known as:

3638 Salem Walk  
Northbrook, IL 60062

# 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**, LASALLE BANK NATIONAL ASSOCIATION 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 29th, 2003

TRUSTEE: LASALLE BANK NATIONAL ASSOCIATION 11/18/03

not personally, but as trustee as aforesaid

ATTEST

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Attestation not required by  
LaSalle Bank National Association  
Bylaws*

By:  \_\_\_\_\_

Its: **TRUST OFFICER** \_\_\_\_\_

# UNOFFICIAL COPY

STATE OF ILLINOIS )

COUNTY OF Cook ) SS:

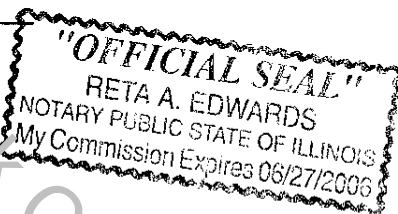
I, *[Signature]*, a Notary Public in and for the said County in the State aforesaid,  
Do HEREBY CERTIFY THAT *[Signature]*, personally known  
to me to be the President and Secretary  
respectively of **TRUST OFFICER**

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 *4<sup>th</sup>* day of *September*.

My Commission Expires: *06/27/06*

*Reta Edwards*  
\_\_\_\_\_  
Notary Public



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

## LEGAL DESCRIPTION RIDER

### PARCEL 1:

UNITS 1-"A", 1-"B", 2-"A", 2-"B", 3-"A", 3-"B" IN 3638 SALEM WALK CONDOMINIUM AS DELINEATED ON THE PLAT OF SURVEY OF THAT CERTAIN PARCEL OF REAL ESTATE (HEREINAFTER CALLED PARCEL):

THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4 THROUGH A POINT ON SAID EAST LINE WHICH IS 764.46 FEET SOUTH AS MEASURED ALONG SAID EAST LINE, OF THE NORTHEAST CORNER OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4, WHICH IS 321.67 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4 AS MEASURED ALONG SAID LINE DRAWN AT RIGHT ANGLES, THENCE CONTINUING WEST ALONG SAID LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 63.83 FEET, THE EAST LINE OF THE SOUTH 1/2 OF SAID NORTHEAST 1/4 HAVING AN ASSUMED BEARING OF NORTH-SOUTH; THENCE SOUTH, A DISTANCE OF 61.0 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM OWNERSHIP FOR 3638 SALEM WALK CONDOMINIUM MADE BY GLENVIEW STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 27, 1977 AND KNOWN AS TRUST NUMBER 1529 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24212682, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL.

### PARCEL 2:

EASEMENTS FOR INGRESS AND EGRESS OVER AND ACROSS THE COMMON AREAS AS SET FORTH IN THE DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AND LIENS MADE BY AETNA STATE BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1973 AND KNOWN AS TRUST NUMBER 10-1840, DATED NOVEMBER 23, 1974 AND RECORDED DECEMBER 10, 1974 AS DOCUMENT NUMBER 22930424, AND AS CREATED BY DEED FROM AETNA STATE BANK, UNDER TRUST NO. 10-1840 TO EDWARD J. HO AND VIRGINIA K. HO, HIS WIFE, DATED JULY 24, 1975 AND RECORDED SEPTEMBER 5, 1975 AS DOCUMENT NUMBER 23211425 IN COOK COUNTY, ILLINOIS.

MORE COMMONLY KNOWN AS: 3638 SALEM WALK, NORTHBROOK, IL 60062

LOAN NO. 010098161