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Doc#: 0325932106 Eugene "Gene" Moore Fee: \$30.50 Cook County Recorder of Deeds Date: 09/16/2003 02:51 PM Pg: 1 of 4

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THIS INSTRUMENT WAS PREPARED BY:

Tann Terrell 500 W. Madison Chicago, IL 60661

LOAN#: 010098171

ASSIGNMENT OF RENTS

CITIBAN(O°

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

NORTH STAR TRUST COMPANY

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

of the		of	Chicago	County of Cook	
Illino	is, not personally	but as Trus	stee under the provi	isions of a Trust Agreen ent dated	JUNE 12, 2002
and k	nown as Trust No	o. 02	-4635	, in consideration of a loan	in the amount of
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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 23 AND 24 IN BLOCK 2 IN WAKEFORD FIFTH ADDITION, BEING BENJAMIN F. CRAWFORD'S SUBDIVISION OF THE EAST 503 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 (LYING NORTH OF THE SOUTH 90 RODS THEREOF) OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #20-27-402-039-0000

more commonly known as:

7554 S. Rhodes Avenue Chicago, IL 60619

PAGE 1

ASSIGNN

**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 ruthle 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 there: ster

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 ov, 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, NORTH STAR TRUST COMP not personally but as Trustee as aforesaid, has caused these president and its corporate seal to be hereunto affixed and attest	sents to be signed by its
Day of September 10th, 2003	TRUSTEE: NORTH STAR TRUST COMPANY
ATTEST ( ) ( ) ( ) ( )	not personally, but as trustee as aforesaid
By: Sellia Medica  Land Trust Officer  Its:	By: Stills & Vice-President

PAGE 2

0325932106 Page: 3 of 4

## **UNOFFICIAL COPY**

STATE OF ILLINOIS
COUNTY OF LAKE
SS:

<b>-</b> - · · ·	. CROWLEY	, a Notary Pub	lic in and for the said	County in the State aforesaid,
Do HEREBY CERTIF	Y THAT JACKLIN ISHA		Silvia Medina	, personally known
to me to be the	MOOF T	President and		Land Trust Officer Secretary
manusativaly of	North Cres Tours Course	.XX		

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 12th day of September, 2003

My Commission Expires:

Notary Public

SHARON K. CROWLEY
Notary Public, State of Illinois
y Commission Expires 9/17/2004

0325932106 Page: 4 of 4

## **UNOFFICIAL COPY**

## JOINDER OF BENEFICIARY

The undersigned, being the owners of one hundred percent (100%) of the beneficial interest in and being the sole beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents, hereby consents to and joins in the terms and conditions of the foregoing Assignment of Rents, intending hereby to bind any interest the undersigned or the undersigned's successors or assigns may have in the premises described in the foregoing Assignment of Rents, as fully and with the same effect as if the undersigned were named as the Assignor in the said Assignment of Rents solely for the purposes therein set forth

DATED: 9-10-2003	
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