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Doc#: 0333802156
Eugene "Gene" Moore Fee: \$28.00
Cook County Recorder of Deeds
Date: 12/04/2003 10:53 AM Pg: 1 of 3

THIS INSTRUMENT WAS PREPARED BY:

9900 31885 JFS
526895

MAINTO:
Theodora Gruzlewski
500 W. Madison
Chicago, IL 60661

LOAN#: 02-8204893

ASSIGNMENT OF RENTS

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

TICOR TITLE INSURANCE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

STATE BANK OF COUNTRYSIDE

of the City of Countryside County of Cook and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated NOVEMBER 10, 2003 and known as Trust No. 03-2591, in consideration of a loan in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND NO/100-----

----- dollars(\$1,500,000.00)
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:

LOTS 23 AND 24 IN BLOCK 5 IN MILLER'S SUBDIVISION OF BLOCKS 5 AND 6 OF EDSON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. 14-20-115-041-0000 (LOT 23)
14-20-115-040-0000 (LOT 24)

more commonly known as:

3709-11 N. Southport Ave.
Park Ridge, Illinois 60068

3KY

BOX 202-CTI

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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 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, STATE BANK OF COUNTRYSIDE 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 November 12th, 2003

NOTE: EXONERATION CLAUSE TRUSTEE: STATE BANK OF COUNTRYSIDE

This document is signed by State Bank of Countryside not individually but solely as Trustee under Trust Agreement mentioned in said document. Said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this document shall be payable only out of any Trust property which may be held thereunder, except that no duty shall rest upon the State Bank of Countryside personally or as Trustee to sequester any of the earnings, avails or proceeds of any real estate in said Trust. Said Trustee shall not be personally liable for the performance of any of the terms and conditions of the title of said property for any agreement with any third party, and all personal liability of the State Bank of Countryside shall be expressly waived by the parties hereto and their respective successors and assigns. All warranties, covenants, indemnities and representations of each kind are those of the Trustee's beneficiaries only and shall not in any way be considered the responsibility and liability of the State Bank of Countryside. This Trustee's exculpatory clause shall be controlling in the event of a conflict of terms created by the documents executed by State Bank of Countryside as Trustee.

ATTEST

By: _____

SUSAN L. JUTZI, Vice Pres.

Its: _____

BY: DAN MICKA, Asst. V.P.

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STATE OF ILLINOIS)
COUNTY OF *Cook*) SS:

I, _____, a Notary Public in and for the said County in the State aforesaid,
Do HEREBY CERTIFY THAT _____, personally known
to me to be the _____, President and _____ Secretary
respectively of _____, Vice Pres

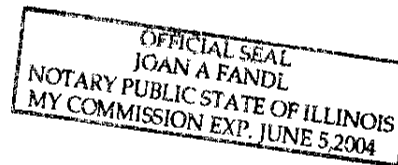
in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, as Trustee as aforesaid, for the 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 *13* day of *November 2003*

My Commission Expires:

Joan A Fandl

Notary Public



Property of Cook County Clerk's Office