Doc#: 0334442359

Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 12/10/2003 01:49 PM Pg: 1 of 4

THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan 500 W. Madison Chicago, IL 60661

ASSIGNMENT OF RENTS

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

LOAN#: 02 8204604

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LA SALLE BANK NATIONAL ASSOCIATION

and State of Cook Chicago of the JANUARY 9, 1987 Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated , in consideration of a loan in the amount of 111983 and known as Trust No.

ONE MILLION TWO HUNDRED THOUSAND AND NO/100------

dollars(\$1,200,000.00 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:

PARCEL 1:

LOT 34, 35 AND 36 IN VOLLMER'S SUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8 AND OF LOT 2 (EXCEPT THE NORTH 53.06 FEET THEREOF) IN TOWN OF BOWMANVILLE, BEING BOWMAN'S SECOND SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

more commonly known as:

CONTINUED

5139-49 North Lincoln Avenue Chicago, Illinois 60625

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 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 continue all that the Lender may do by virtue hereof. This assignment shall be binding upon and insurance premiums which may inistrators, 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 undersigned 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 the property of the said Trustee, on account hereof, or on account of any covenant, undertaking or agreement herein contained, or employee of the said Trustee, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or helders 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, LA SALLE 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

TRUSTEE: LA SALLE BANK NATIONAL ASSOCIATION

TRUSTEST

By:

By:

Asst Vice President

Its:

Asst Vice President

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## UNOFFICIAL CO

STATE OF ILLINOIS

SS:

**COUNTY OF** 

Cook

, a Notary Public in and for the said County in the State aforesaid, I, the undersigned Do HEREBY CERTIFY THAT , personally known Nancy A. Carlin

to me to be the

President and

Secretary

respectively of

LaSalle Bank National Association

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 ay hand and Notarial Seal this

day of 13th

November

NOTARY PUBLIC STATE OF ILLINOIS

Oot County Clart's Office

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## **UNOFFICIAL COPY**

## CONTINUATION OF LEGAL DESCRIPTION

THE SOUTH 24.21 FEET OF THE NORTH 53.06 FEET OF THAT PART LYING WEST OF THE EAST LINE EXTENDED NORTH OF LOTS 34, 35 AND 36 IN VOLLMER'S SUBDIVISION AFORESAID OF LOT 2 IN THE SAID TOWN OF BOWMANVILLE, IN COOK COUNTY, ILLINOIS.

PIN: 13-12-401-003-0000 AND 13-12-401-004-0000

Property of Cook County Clark's Office

INITIALS:	