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Doc#: 0404046035
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 02/09/2004 09:33 AM Pg: 1 of 7

THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan
500 W. Madison
Chicago, IL 60661

LOAN#: 02-8205080

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,

FIRST UNITED BANK

of the City of Frankfort County of Will and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated 04/17/02 AND 01/04/02 and known as Trust No. 2084 AND 2068, in consideration of a loan in the amount of TWO MILLION AND NO/100-----

----- dollars (\$2,000,000.00) 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:

THE SOUTH 10.00 FEET OF LOT 23 AND ALL OF LOT 24 IN BLOCK 2 IN LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925 AS DOCUMENT NO. 8973825, IN BOOK 209 OF PLATS, PAGE 32, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 8 IN BLOCK 3 IN LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION

CONTINUED

more commonly known as:

6022,27,28,29 and 30 Lenzi
Hodgkins, IL 60525

527091
FLOOR TITLE BOX 15

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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, FIRST UNITED BANK
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

TRUSTEE: FIRST UNITED BANK

ATTEST

By: _____

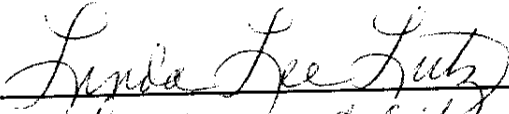
Its: _____


Sr VP Asst Trust Officer

not personally, but as trustee as aforesaid

By: _____

Its: _____


Linda Lee Lutz
Lend Trust Officer

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STATE OF ILLINOIS)
COUNTY OF Will) SS:

I, *the undersigned*
Do HEREBY CERTIFY THAT *Lynnda Lee Lutz* a Notary Public in and for the said County in the State aforesaid,
to me to be the *Loan Trust Officer* *President* and *Donald W Borawski*, personally known
respectively of *First United Bank* *Secretary*
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 *13th* day of *November*, *2003*

My Commission Expires:

Kelly Meyer

Notary Public

04-02-07



Property of Cook County Clerk's Office

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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: 11-12-03

Bill D Tarant
Beneficiary

Beneficiary

Bill D Tarant as Trustee of the
Beneficiary *Dennis M Tarant Trust*

Jim Rudy
Beneficiary

Property of Cook County Clerk's Office

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CONTINUATION OF LEGAL DESCRIPTION

15, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN,
ACCORDING TO THE PLAT THEREOF RECORDED JULY 14, 1925 AS DOCUMENT NO. 8973825
IN BOOK 209 OF PLATS, PAGE 32, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 27 IN BLOCK 2 IN LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE
WEST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION
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PARCEL 4:

LOT 9 IN BLOCK 3 IN LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE
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PARCEL 5:

LOT 28 IN BLOCK 2 IN LENZIE FIRST ADDITION TO HODGKINS, A SUBDIVISION IN THE
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- TAX I.D. #18-15-301-040 (THAT PART OF PARCEL 1 IN LOT 23)
- 18-15-301-024 (THAT PART OF PARCEL 1 IN LOT 24)
- 18-15-302-014 (PARCEL 2)
- 18-15-301-027 (PARCEL 3)
- 18-15-302-013 (PARCEL 4)
- 18-15-301-028 (PARCEL 5)

INITIALS:

[Handwritten initials]

[Handwritten initials]

UNOFFICIAL TAX SOURCE REFERENCE COPY CITIBANK®

BRANCH NO: 98 LOAN NO.: 02-8205080
 CUSTOMER NAME: FIRST UNITED BANK

TRUST NUMBER: 2084 AND 2068
 BEN: Michael D. Tarandy and Jud Reidy and The Dennis M. Tarandy Trust
 PROPERTY: 6022, 27, 28, 29 and 30 Lenzi Hodgkins, IL 60525
 MAILING ADDRESS: 11024 Woodstock Drive
 Orland Park, IL 60467
 Branch No., Loan No., Customer Name,
 Property Address & Mailing Address

LOAN SYSTEM <input type="checkbox"/> NCR <input type="checkbox"/> On-Line		COUNTY Cook
PROPERTY TAX INDEX NO.* <i>See Below</i>		VOLUME NO.
*Cook County Nos. are 14 digits; all must be shown.		
Does Tax Index No. cover property in question and other property? <input type="checkbox"/> Yes <input type="checkbox"/> No		
TAX STATUS	LAST INSTALLMENT PAID <input type="checkbox"/> 1st <input type="checkbox"/> 2nd <input type="checkbox"/> Both	TAX YEAR

PROPERTY TYPE: Multi-Family/ Commercial		ESCROW CLOSING	TITLE CO. NAME <i>TICOR TITLE</i>		ESCROW NO. <i>2000</i> <i>00052709180</i>
PLEGDED SAVINGS	BR.# <i>9,8</i>	KIND	ACCOUNT NO.	ACCOUNT BALANCE	REFINANCE
NEW CONSTRUCTION OR CONDO CONVERSION		BUILDER/DEVELOPER NAME			AREA CODE & PHONE NO.
SPECIAL ASSESSMENT		REASON			WARRANT NO.
Total No. of Installments:	No. of Installments Paid:	Next Installment	NO.	DUE DATE	PAYMENT METHOD <input type="checkbox"/> Customer <input type="checkbox"/> Direct
LEGAL DESCRIPTION		REMARKS			
See legal description below.					
					MONTHLY PAYMENT \$ <i>4230.10</i>

Financial Counselor (Print Name): *ESTHER NARTAN* Closing Date: November 25, 2003

FORM 2228 B

LEGAL DESCRIPTION

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CONTINUED

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Continuation of Legal Description

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