## **UNOFFICIAL CC**



0416326210 Eugene "Gene" Moore Fee: \$30.00 Cook County Recorder of Deeds Date: 08/11/2004 02:33 PM Pg: 1 of 4

THIS INSTRUMENT WAS PREPARED BY: as Mail to

Theodora Gruzlewski 500 W. Madison Chicago, IL 60661

LOAN#: 02-8304214

**ASSIGNMENT OF REMIS** 

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

WEST SUBURBAN BANK

and State of of Lombard Dupage of the MAY 13, 2004 Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated , in consideration of a loan in the amount of and known as Trust No. 12574 THREE HUNDRED FIFTY SIX THOUSAND TWO HUNDRED AND NO/100-- ---

dollers(\$356,200.00 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 successor, 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:

THE NORTH TEN (10) FEET OF LOT FORTY (40), SOUTH FIFTEEN (15) FEET OF LOT FORTY ONE (41), THE NORTH TEN (10) FEET OF LOT FORTY ONE (41), AND THE SOUTH FIFTEEN (15) FEET OF LOT FORTY TWO (42) IN BLOCK SIXTEEN (16), OF SUBDIVISION OF BLOCK SEVEN (7), (EXCEPT THE SOUTHWEST QUARTER (1/4) THEREOF AND OF BLOCK SIXTEEN (16) (EXCEPT THE NORTH SEVENTY-FIVE (75) FEET OF THE WEST HALF (1/2) THEREOF AND ALL OF BLOCK SEVENTEEN (17) IN JOSEPH K. DUNLOP'S SUBDIVISION OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) AND THAT PART OF THE EAST ONE-THIRD (1/3) OF THE EAST HALF (1/2) OF THE SOUTHWEST QUARTER (1/4) LYING EAST OF THE CENTER OF DES PLAINES AVENUE SECTION 13, TOWNSHIP 39 NORTH, RANGE

12, EAST OF THE THIRD PRINCIPAL MERIDIAN.

commonly known as:

CONTINUED

-14 Dunlop Avenue

orest Park, Illinois 60130

K FORM 3596B

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ASSIGNN

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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 insorance 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 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, 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, of here expressed or implied, 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, WEST SUBURBAN 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 May 14th, 2004

TRUSTEE: WEST SUBURBAN BANK

WEST SUBURBAN BANK

NOT PERSONALLY BUT AS

TRUSTEE UIT NO. 10574

BY AutoCovince

By: TRUST OFFICER

TRUST OFFICER

Its:

TRUST OFFICER

TRUST OFFICER

TRUST OFFICER

Its:

TRUST OFFICER

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## **UNOFFICIAL COPY**

STATE OF ILLINOIS

COUNTY OF Shaffage

y of watered	, a Notary Publ	ic in and for the said County ir	1 the State aforesaid,
Do HERERY CERTIFY THAT	Christine Tarlah		personally known
to me to be the Trust TV	Christie Parlac President and	and ourner	Secretary

respectively of 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 17th day of May doop

My Commission Expires:

"OFFICIAL SEAL"

PATRICIA M. FALSTROM

Aldrey Public State of Wisele

Notary Public, State of Illinois
My Commission Expires 04/02/06

THIS INSTRUMENT is executed by West Suburban Bank ("WSS") not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by WSB and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against WSB shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against WSB by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of WSB being expressly waived.

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## **UNOFFICIAL COPY**

CONTINUATION OF LEGAL DESCRIPTION

P. I. N. 15 13 310 006 0000 AND 15 13 310 007 0000

Door Coop,

INITIALS:	CP
	At
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