## INOFFICIAL CC

0422541030

Eugene "Gene" Moore Fee: \$28.00 Cook County Recorder of Deeds

Date: 08/12/2004 10:06 AM Pg: 1 of 3

SIAME

TRUMENT WAS PREPARED BY: Theodora Gruzlewski

ASSIGNMENT OF REM

CITIBAN(

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

Loan #: 02-8307712

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LaSalle Bank National Association as Successor Trustee to American National Bank and Trust Company of Chicago of the City of Chicago, County of Cook and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement laved December 22, 1998 and known as Trust No. 124747-06, in consideration of a loan in the amount of Six Hundred Thousand and Nr/100 Dollars-------- (\$600,000.00) 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 "Lender"), all rents, issues and profits now due and which may hereafter become our under or by virtue of any lease, whether

LOT 20 IN BLOCK 27 IN ROGERS PARK, BEING A SUBDIVISION IN THE NORTHEAS 1/4 AND THAT PART OF THE NORTHWEST 1/2 LYING EAST OF THE RIDGE ROAD SECTION 31 AND THE WEST 1/2 OF 7.H. NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE, IN COOK COUNTY, ILLINO'S.

written or verbal and whether now existing or hereafter executed, or any letting of or any careement for the use or occupancy of any

P. I. N. 11 31 213 005 0000

part of the following described premises:

more commonly known as: 1625 W. Greenleaf, Chicago, Illinois 60626

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.

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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 Lender under the power herein granted.

The undersigned does hereby irrevocably appoint the Lender the agent of the undersigned and consent that the Lender 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 Lender, 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.

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 assected 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 inder 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, LaSalle Bank National Association is Successor Trustee to American National Bank and
Trust Company of Chicago not personally but as Trustee as aforesaid, has cause these presents to be signed by its

President

and its corporate scal to e hereunto affixed and attested by its Secretary this 29th day of July A.D., 2004.

TRUSTEE: LaSalle Bank Nation a' Association as Successor

Trustee to American National Bank and Trust
Company of Chicago

not personally, but as trustee as arrivaled

By:

Losona conk nutional Association

By:

Trust Officer

Its:

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## **UNOFFICIAL COPY**

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| COUNTY OF Cook   | ) SS:<br>)   |                         | ,  |  |        |
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|  | esident and  | EEN E SHIELDS           | Notary Public in and for, personally k   | nown to me to be the   | e Stat |
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| instrument is executed, appear<br>their free and voluntary act a<br>therein set forth, and caused in | r a as the free and voill  | HALV ACT OT SAIG COLDON | iged that they signed and  | rustee, the above and for<br>delivered the said instrur<br>said, for the uses and pu |        |
| GIVEN under my ha  | nd and Ivo'arial Seal this   | 311 day o               | of alequat   | , A.D. 2004  |        |
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