

# UNOFFICIAL COPY



Doc#: 0702202140 Fee: \$28.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/22/2007 11:29 AM Pg: 1 of 3

The Talon Group# 1551316  
2 of 3

prepared by

RECORDING REQUESTED BY  
AND AFTER RECORDING TO:

Citibank, N.A.  
Real Estate Group  
500 West Madison  
5<sup>th</sup> Floor  
Chicago, Illinois 60661  
Telephone: (312) 627-3900  
Loan No.02-8445256

## ASSIGNMENT OF RENTS AND LEASES

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Arturo Carrera, the beneficiary of that certain Land Trust Agreement dated ~~November 14, 2006~~ <sup>\*November 14, 2006</sup> and known as Trust No. ~~8000227380~~ <sup>2273-2273</sup>, as Trustee, in consideration of a loan to said Land Trust in the amount of Three Hundred Sixty Thousand AND 00/100 DOLLARS (\$360,000.00) 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, N.A.**, a national banking association, 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:

[SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR LEGAL DESCRIPTION]

\*10/09/1992 and known as trust no. 2273-2273  
more commonly known as: 502 Love Drive, Prospect Heights, IL 60070

#0702202139

Tax Parcel Number: 03-24-101-040-0000 Vol. 2233

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 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

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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.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed this 28 day of December, 2006.

Arturo Carrera

By: Arturo Carrera

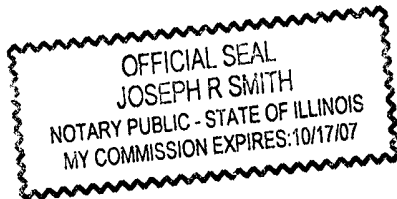
Arturo Carrera

STATE OF ILLINOIS )  
  ) SS:  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for the said County in the State aforesaid, do HEREBY CERTIFY THAT Arturo Carrera, personally known to me, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.,

GIVEN under my hand and Notarial Seal this 28 day of December, A.D., 2006

Joseph R. Smith  
Notary Public



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EXHIBIT A

## LEGAL DESCRIPTION OF PROPERTY

### PARCEL 1:

THE SOUTH 63.0 FEET OF THE NORTH 298.0 FEET OF THE EAST 43.63 FEET OF THE WEST 97.21 FEET OF THAT PART OF LOT 1 LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, FROM A POINT ON SAID NORTH LINE, 599.39 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 IN BRIAR LAKE SUBDIVISION OF PART OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY DEED FROM THE FIRST NATIONAL BANK OF SKOKIE, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT - DATED OCTOBER 14, 1957 AND KNOWN AS TRUST NUMBER 576 TO JOHN M. DUFFY DATED JANUARY 2, 1962 AND RECORDED JANUARY 1962 AS DOCUMENT NO. 18367699, FOR INGRESS AND EGRESS OVER THE EAST 30 FEET OF THE NORTH ½ OF THE NORTH EAST ¼ OF THE NORTH WEST ¼ OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THAT PART TAKEN OR USED FOR PALATINE ROAD AND EXPRESSWAY) IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION OF PARTY WALL RIGHTS, EASEMENTS, COVENANTS AND RESTRICTIONS RECORDED DECEMBER 20, 1977 AS DOCUMENT 24254429, AND SUPPLEMENT THERETO RECORDED MARCH 14, 1978 AS DOCUMENT 24361640, IN COOK COUNTY, ILLINOIS.

Address: 502 Love Drive, Prospect Heights, IL 60070

Tax Parcel Number: 03-24-101-040-0000