UNOFFICIAL CO1 0074 48 001 Page 1 of

1998-11-18 11:32:25

Cook County Recorder

27.58



THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan 500 W. Madison Chicago, IL 60661

LOAN#: 010095107

ASSIGNMENT OF RENTS

1st AMERICAN TITLE order #_

CITIBAN(O°

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

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 dated FEBRUARY 22, 1985 and known as Trust No. 64296, in consideration of a loan in the amount of TWO HUNDRED THIRTY THOUSAND AND NO/100-------

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 Citilank, 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:

LOTS 25 AND 26 IN BLOCK 8 IN BLUE ISLAND PARK ADDITION SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PART OF LOT 23 IN THE RESUBDIVISION OF LOTS 23 AND 24 BELOW DESCRIBED AND PART more commonly known as:

1820 West 126th Street Calumet Park, Il 60643

PAGE 1

UNOFFICIAL COR8041401

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 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 futrarial idebtedness 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 insurate 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 ary 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 under signed 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 enginee 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 believes 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, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CUICAGO 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 October 9th , A.D., 19 98

TRUSTEE: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

not personally, but as trustee as aforesaid

By: Attestation not required by American National
By: Bank and Trusi Company of Chicago Rylaws
Its: Its: JRUST OFFICER

UNOFFICIAL COPY

	IAL COPY
STATE OF ILLINOIS) SS:	
COUNTY OF (OOK)	
I, , a Nota: Do HEREBY CERTIFY THAT MARK DEGRAZIA to me to be the TRUST OFFICER Presider respectively of American National Bank and Trust Company of Ch in which name, as Trustee, the above and foregoing instrumer acknowledged that they signed and delivered the said instru- voluntary act of said corporation, as Trustee as aforesaid, the corporate seal of said corporation to be thereto affixed.	icago nt is executed, appeared before me this day in person and ment as their free and voluntary act and as the free and
GIVEN under my hand and Notarial Seal this	day of OCT 23 1998 , A.D.,19 .
My Commission Expires:	Notary Public AAAAAAAAAAAAA "OFFICIAL SEAL" L. M. SOVIENSKI NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 06/28/2000
	Co

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CONTINUATION OF LEGAL DESCRIPTION

OF LOT 22 IN BLOCK 8 IN BLUE ISLAND PARK ADDITION, BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF CALUMET PARK, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SOUTHWEST CORNER OF LOT 23, SAID POINT ALSO BEING IN THE NORTH LINE OF 126TH STREET; THENCE EAST ALONG SAID NORTH LINE 51.9 FEET; THENCE NORTHEASTERLY PARALLEL TO THE ILLINOIS CENTRAL RAILROAD TRACKS 100.4 FEET, TO A POINT IN THE NORTH LINE OF LOT 22; THENCE WEST ALONG THE NORTH LINE OF LOT 22, 119.7 FEET; THENCE SOUTH AT RIGHT ANGLES, 74 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

FEET TO THE POLY: OF BEGINNING ...

PIN: 25-30-413-023 0000; 25-30-413-024-0000; 25-30-413-073-0000; 25-30-413-075-0000

INITIALS: Y MA