

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: ROBERT JANIK, One S. Dearborn, Chicago, Ill. 60603 - Phone #977-5086 86249426

## ASSIGNMENT OF RENTS

## CITICORP SAVINGS

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1 312 977 5000)

12<sup>00</sup>

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A National Banking Association

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 MAY 1, 1979 and  
known as Trust No. 76086, in consideration of a loan in the amount of SIX HUNDRED FORTY-FIVE

THOUSAND AND 00/100----- dollars (\$ 645,000.00 )

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 Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, or to its successors and assigns, (hereinafter referred to as the Association), all the 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 RIDER ATTACHED

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1986 JUN 19 AM 9:38

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more commonly known as: 1900 N. Lincoln Ave., Chicago, IL 60614

IT IS UNDERSTOOD AND AGREED THAT THE ASSOCIATION 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 Association, 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 Association 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 Association may do.

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D-3 70-40-217

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1900 N. LINCOLN AVE 2 4 9 4 2 6  
Chicago Ill.

14-33-401-042 (lot 18, part of, and lots 19, 20, 21, 22)  
14-33-402-001 (Parcel 2) *mc/B*

PARCEL 1:

LOT 18 (EXCEPT THAT PART TAKEN FOR STREET) AND ALL OF LOTS 19 TO 22 INCLUSIVE IN LONERGAN'S SUBDIVISION OF THE SOUTH 2 ACRES OF BLOCK 39 IN CANAL TRUSTEES' SUBDIVISION OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID, FOR A TERM WHICH SHALL AUTOMATICALLY BE TERMINATED AND EXTINGUISHED UPON THE RECORDING OF THE EASEMENT RELOCATION AGREEMENT HERINAFTER DESCRIBED AS PARCEL 3, AS CREATED BY EASEMENT AGREEMENT DATED APRIL 21, 1986 AND RECORDED MAY 15, 1986 AS DOCUMENT 86194667 MADE BY OGDEN HALL LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, TO LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 12, 1957 AND KNOWN AS TRUST NUMBER 20566 FOR THE PURPOSE OF PEDESTRIAN INGRESS AND EGRESS TO THE APARTMENT BUILDING LOCATED ON SAID PARCEL 1 OVER THE FOLLOWING DESCRIBED PARCEL OF LAND:

A TRACT OF LAND WHICH INCLUDES PORTIONS TAKEN FOR THE OPENING OF OGDEN AVENUE AND THE 40 FOOT STREET (LONERGAN STREET) BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE AND THE SOUTHEASTERLY LINE OF NORTH OGDEN AVENUE AS FORMERLY OPENED AND NOW VACATED; THEN SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF NORTH OGDEN AVENUE AS FORMERLY OPENED AND NOW VACATED, SAID LINE BEING ALSO THE NORTH WEST LINE OF LOT 18 IN LONERGAN'S SUBDIVISION OF THE SOUTH 2 ACRES OF BLOCK 39 IN CANAL TRUSTEES' SUBDIVISION, EXCEPT THAT PORTION OF LOT 18 TAKEN FOR STREET, 34.39 FEET TO THE EAST LINE OF LONERGAN STREET; THENCE NORTHWESTERLY PARALLEL WITH THE SOUTHWESTERLY LINE OF LINCOLN AVENUE 5.03 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE SOUTHEASTERLY LINE OF OGDEN AVENUE AS FORMERLY OPENED AND NOW VACATED, 34.39 FEET TO THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF NORTH LINCOLN AVENUE 5.03 FEET TO THE POINT OF BEGINNING. ALL IN THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

This Rider is attached to and made part of Assignment of Rents

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It is understood and agreed that the Association may use and apply said rents, 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 Association 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 Association shall be fully paid, at which time this assignment shall terminate.

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association 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, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 2NDVP  
not personally but as Trustee as aforesaid, has caused these presents to be signed by its ASST Secretary this 30TH  
President and its corporate seal to be hereunto affixed and attested by its

Day of MAY, A.D., 19 86

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, A National Banking Association  
not personally, but as trustee as aforesaid

ATTEST:

By: [Signature]  
Its: ASST SECRETY

By: [Signature]  
Its: 2NDVP

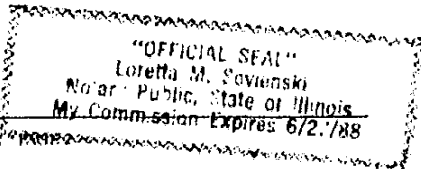
STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

LORETTA M. SOVIENSKI

I, Loretta M. Soviencki, a Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT Victor K. Johnson, 2NDVP President and J. MICHAEL WITLAN, ASST Secretary respectively of AMERICAN NATL BANK OF CHICAGO 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 11TH day of JUNE, A.D., 19 86

My Commission Expires:



[Signature]  
Notary Public

86249426

MSB: 00-078957-8

Box 165  
105 - COOK COUNTY RECORDER  
Commercial/Industrial Lending  
One S. Dearborn Street  
CHICAGO, ILLINOIS 60603

To  
Citicorp Savings of Illinois  
A Federal Savings and Loan Association

Upon Property Located at:  
1900 N. Lincoln Ave.  
Chicago, IL 60614

**CITICORP SAVINGS**  
Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (1) 312 977 5000

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