

# UNOFFICIAL COPY 67631285

THIS INSTRUMENT WAS PREPARED BY: Robert Janik, One S. Dearborn,  
Chicago, Ill. 60603 - Phone #977-5086

## ASSIGNMENT OF RENTS

## CITICORP SAVINGS

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, A Corporation of Illinois

of the CITY of EVANSTON County of COOK and  
State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated NOVEMBER 2, 1983 and  
known as Trust No. F-2898, in consideration of a loan in the amount of ONE HUNDRED EIGHTY-FIVE

THOUSAND AND 00/100 ----- dollars (\$ 185,000.00 )  
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:

LOT 23 IN BLOCK 7 IN NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTH  
EAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN,  
(EXCEPT THE SOUTH 665.6 FEET THEREOF AND EXCEPT THAT RIGHT OF WAY AND YARDS OF THE  
NORTHWESTERN ELEVATED RAILROAD), IN COOK COUNTY, ILLINOIS.

13-14-219-030 X  
B-A-C

more commonly known as: 4500-02 N. Sawyer Ave., Chicago, IL 60625

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.

# UNOFFICIAL COPY

It is understood and agreed that the Association 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 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.

REC'D FOR RECORD EXAMINATION  
CLERK OF COURT  
COOK COUNTY

IN WITNESS WHEREOF, FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, N.A. 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 15th

Day of ~~OCTOBER~~ <sup>November</sup>, A.D. 19 87

FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, N.A. Corporation of Illinois not personally, but as trustee as aforesaid

ATTEST:

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: Shyria Krogodsky  
Its: FINANCIAL SERVICES OFFICER

STATE OF ILLINOIS )  
COUNTY OF Cook ) SS:

DEPT-01 RECORDING \$12.00  
T#1111 TRAN 4857 11/25/87 14:14:00  
#6591 # A \* -87-631285  
COOK COUNTY RECORDER

I, Catherine Valerio, a Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT Shyria Krogodsky, FINANCIAL SERVICES OFFICER, personally known to me to be the BRUCE, President and SECRETARY, Secretary respectively of FIRST ILLINOIS BANK OF EVANSTON, N.A. 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 13th day of November, A.D. 19 87

My Commission Expires: 11-15-88

Catherine Valerio  
Notary Public

67631285

CITICORP SAVINGS FORM 3596 A PAGE 2

Box 165 - Cook County Recorder  
Commercial/Industrial Lending  
One S. Dearborn Street  
Chicago, Illinois 60603  
ASSIGNMENT OF RENT

To  
Citicorp Savings of Illinois  
A Federal Savings and Loan Association

Upon Property Located at:

87631285

CITICORP SAVINGS

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

1200

87631285

ASSIGNMENT OF RENTS

This assignment of rents is executed by First Illinois Bank of Evanston, N.A. not personally but as Trustee as aforesaid in the exercise of the power an authority conferred upon and vested in it as Trustee and it is expressly understood and agreed that nothing here in or in said note contained shall be construed as creating any liability on the Trustee, either individually or as Trustee aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Assignee and by every person now or hereafter claiming any right or security hereunder, and that so long as said First Illinois Bank of Evanston, N.A., either individually or as trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

87631285

Property Clerk's Office