

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: JOYCE R. BENJAMIN  
ONE SOUTH DEARBORN  
CHICAGO, IL 60603

## ASSIGNMENT OF RENTS

## CITICORP SAVINGS

88400630

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

13.00

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 MARCH 22, 1988 and  
known as Trust No. 104949-04, in consideration of a loan in the amount of TWO HUNDRED FORTY

THOUSAND AND 00/100----- dollars (\$ 240,000.00 )  
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 EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF)

COOK COUNTY CLERK'S OFFICE  
1988 SEP - 1 PM 2:11

88400630

14-19-400-001-0000

more commonly known as: 1957 W. Addison/3549 N. Damen, Chicago, IL 60613

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.

JK- 7136952/ 24 7136952/HOMJ  
14-19-400-001-0000

88400630

# UNOFFICIAL COPY

It is understood and agreed that the Association may use and apply the 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.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and its corporate seal to be herunto affixed and attested by its

Secretary this 19TH

Day of AUGUST, A.D., 19 88

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

ATTEST:

By: [Signature]  
Its: ASSISTANT SECRETARY

By: [Signature] MICHAEL WHELAN  
Its: VICE PRESIDENT

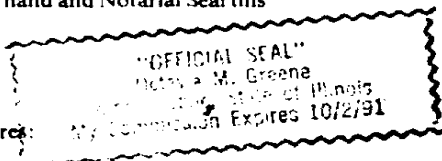
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

I, Octavia M. Greene, a Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT L. MICHAEL WHELAN, President and J. MICHAEL WHELAN, Assistant Secretary, personally known to me to be the Vice President and Assistant Secretary respectively of American National Bank and Trust Company 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

day of

AUG 19 1988 AUG 24 1988



[Signature]  
Notary Public

CITICORP SAVINGS FORM 3596-A PAGE 2

MSB: 00-103105-3

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:

1957 W. Addison/3549 N. Damen  
Chicago, IL 60613

CITICORP SAVINGS

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

88400630

# UNOFFICIAL COPY

EXHIBIT A

PARCEL 1:

LOTS 23 AND 24 IN BLOCK 28 IN CHARLES J. FORD'S SUBDIVISION OF BLOCKS 27, 28, 37 AND 38 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4, THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF), EXCEPT THAT PART OF LOT 23 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE THEREOF 23.36 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE 23.36 FEET TO THE NORTH EAST CORNER; THENCE SOUTH ALONG THE EAST LINE THEREOF 68.14 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF 21.90 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF 3.38 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF 1.46 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF 64.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED MAY 12, 1988 AND RECORDED MAY 13, 1988 AS DOCUMENT 88206495 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 23 AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE THEREOF 56.11 FEET; THENCE NORTH 89 DEGREES, 51 MINUTES, 00 SECONDS WEST 3.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 51 MINUTES, 00 SECONDS WEST 18.85 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 3.38 FEET; THENCE NORTH 89 DEGREES, 51 MINUTES, 00 SECONDS WEST 1.46 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 8.39 FEET; THENCE SOUTH 89 DEGREES, 51 MINUTES, 00 SECONDS EAST 20.41 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 11.77 FEET TO A POINT OF BEGINNING IN COOK COUNTY.

THIS RIDER IS ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS DATED AUGUST 19, 1988.

88400630