

UNOFFICIAL COPY

JOYCE R. BENJAMIN
ONE SOUTH DEARBORN
CHICAGO, IL 60603

-88-424844

THIS INSTRUMENT WAS PREPARED BY:

REC OF 2173391
3 ALL

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,

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 JUNE 10, 1988 and
known as Trust No. 105681-03, in consideration of a loan in the amount of TWO HUNDRED SEVENTY-SIX

THOUSAND AND 00/100----- dollars (\$ 276,000.00)
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:

LOTS 14, 15 AND 16 IN BLOCK 1 IN THE RESUBDIVISION OF LOTS 25 TO 48 BOTH INCLUSIVE, OF
BLOCK 1 AND LOTS 30 TO 47 BOTH INCLUSIVE, IN BLOCK 2 IN FIELD'S ADDITION TO ALBANY PARK,
BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THAT PART BETWEEN THE EAST 60 ACRES AND THE
WEST 60 ACRES OF THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 13, EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #13-11-316-013-0000

more commonly known as: 4913-17 N. Avers 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.

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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 for the avails, issues and profits thereof or therefrom.

#12.00
T#1111 TRAN 6377 09/16/88 13:01:00
#5410 #A *88-424844
COOK COUNTY RECORDER

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 **Second Vice** Secretary this 25TH
President and its corporate seal to be hereunto affixed and attested by its **ASSISTANT**

Day of JULY, A.D., 1988

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

ATTEST:

By: [Signature]
Its: ASST Secy

By: [Signature]
Its: 2ND VICE

STATE OF ILLINOIS)
COUNTY OF Cook) SS:

I, [Signature], a Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT P. JOHANSEN, personally known to me to be the **Second Vice President and** J. Michael Whelan, **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 the 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 29 1988, A.D., 19

My Commission Expires:

[Signature]
Notary Public

188-424844

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MSB# 00-101639-3
Box 165
COOK COUNTY RECORDERS
Commercial/Industrial Lending
One S. Dearborn Street
Chicago, Illinois 60603
ASSIGNMENT OF RENT

12.00

To
Citicorp Savings of Illinois
A Federal Savings and Loan Association

88424844
Upon Property Located at:
4913-17 N. Avers Ave.
Chicago, IL 60625

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

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