

UNOFFICIAL COPY 88589985

THIS INSTRUMENT WAS PREPARED BY: Joyce R. Benjamin
One South Dearborn Street Chicago, IL 60603 88589985

LOAN#: 00-104382-7

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,

MARQUETTE NATIONAL BANK

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 DECEMBER 2, 1988 and known as Trust No. 12050, in consideration of a loan in the amount of THREE HUNDRED FORTY FOUR THOUSAND EIGHT HUNDRED AND 00/100

dollars(\$ 344,800.00)

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 created, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

LOTS 1, 2, 3 AND 4 IN BLOCK 1 IN MURBIDE SPENCER AND UNDERWOODS SUBDIVISION OF THE EAST 1/2 OF THE NORTH WEST 1/4 SOUTH OF ARCHER ROAD OF SECTION 1, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #19-01-123-009-0000

DEPT-01 RECORDING \$12.25
T#2222 TRAN 9013 12/22/88 12:39:00
#6919 # E *--88-589985
COOK COUNTY RECORDER

more commonly known as:

4100-14 S. California Ave. / 4055-69 S. Archer D.B.
Chicago, IL 60632

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 assets, income 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 promises 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.

MARQUETTE NATIONAL BANK

IN WITNESS WHEREOF,

not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary this

Day of December 5th, A.D. 1988

MARQUETTE NATIONAL BANK

not personally, but as trustee as aforesaid

ATTEST

By: Patricia Crotty
Its: Assistant Secretary

By: Anne M. Scheurich
Its: Vice President

STATE OF ILLINOIS)
) SS;
COUNTY OF COOK)

This instrument is executed by the Marquette National Bank, not personally but only as trustee as aforesaid, and its validity shall not be affected by the death of any of the parties to this instrument.

I, Josephine Roti, a Notary Public in and for said County, in the state aforesaid, do hereby certify, that

Anne M. Scheurich
Vice President of the MARQUETTE NATIONAL BANK, and,

Patricia Crotty
Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that said Assistant Secretary, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of December,

19 88

OFFICIAL SEAL
JOSEPHINE ROTI
Notary Public, State of Illinois
My Commission Expires 2/28/91

Josephine Roti
Notary Public

Box 165

ASSIGN

LOANS: 00-

MARQUETTE

To

Citicorp
A Federal

Upon Prod

4100-14 S.
Chicago, I

Corporate
One South
Chicago.

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Box 165



ASSIGNMENT OF RENTS

LOAN#: 00-104382-7

MARQUETTE NATIONAL BANK

Citicorp Savings of Illinois
A Federal Savings and Loan Association

Upon Property Located at:

4400-14 S. California Ave.
Chicago, IL 60632

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603

CITICORP SAVINGS FORM 3698 A PAGE 2

My Commission Expires:

Notary Public

58668588

GIVEN under my hand and Notarial Seal this

day of

A.D., 19

I, _____, CERTIFY THAT _____, Secretary of _____, 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.

Notary Public in and for the said County in the State aforesaid, DO HEREBY _____, personally known to me to _____, Secretary

President and

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

It is understood and agreed that the Association may use and apply said avals, issues and profits toward the payment of any present or future indebtedness or liability of 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 which shall continue in full force and effect until all of the indebtedness or liability of 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

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