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BUSINESS & PROFESSIONAL GROUP

## 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,

OAK BROOK BANK

of the CITY

of OAK BROOK

County of DUPAGE

and

State of Illinois, not person ally but as Trustee under the provisions of a Trust Agreement dated JANUARY 18, 1982 known as Trust No. 8-1667 , in consideration of a loan in the amount of Nineteen Thousand

and

eight hundred seventy five and 00/100-

evidenced by a promissory note and covered by a mortgage, both instruments bearing even date herewith, and other good and valuable consideration, does hereby sell, assign, a insfer 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 provits now due and which may bereafter 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:

UNIT NUMBER 8-206 IN THE SANDPIPLY CONDOMINIUM, AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

THE WEST 8 ACRES OF THE EAST 30 ACRES OF THE SOUTH 60 ACRES OF THE SOUTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 12 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERTOTAN

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26116685 TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS. JUNE CA

PIN #03-06-400-036-1138

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T#2222 TRAN 5535 03/09/88 13:30:00 HER39 # 13 **\*-88-100032** COOK COUNTY RECORDER

more commonly known as: 869 TRACE DRIVE, UNIT 8-206, BUFFALO GROVE, ILLINGIS 50089

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 irrevoundly 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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offis Ward file payment of any present or It is understood and agreed 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 railfy 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 covenints, 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

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