## UNOFFICIAL COPY 195437

THIS INSTRUMENT WAS PREPARED BY: Robert Janik, One S. Dearborn, Chicago, IL 60603 – Phone 977–5090

## 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,

CHICAGO TITLE AND TRUST COMPANY, A Corporation of Illinois

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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 31, 1988 and known as Trust No. 7390702 in consideration of a loan in the amount of ONE HUNDRED TWENTY

evidenced by a promissory note and socured by a mortgage, both instruments bearing even date herewith, and other good and valuable consideration, does hereby sell, assign, thansfer 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, thereinafter referred to as the Association, all the rents, issues and profess 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 excepted, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

LOTS 26 AND 27 AND THE SOUTH 30 FEET OF LOT 28 IN BLOCK 1 IN SECOND ADDITION TO WEST PULLMAN, BEING A SUBDIVISION OF THE MIST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED THEREOF FEBRUARY 6, 1893 AS DOCUMENT JUPPER 1812013 IN COOK COUNTY, ILLINOIS.

I.D. #25-28-303-025-0000

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more commonly known as:

12333 S. Lowe Ave., Chicago, IL 60628

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 he association may be add apply said avails, essessing 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 yirtue 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 convenant 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 thereform.

GIVEN under my hand and Notarial Seal this	2 Sth day of	r April (	A.D. 19 88
COUNTY OF COCE SS:  (GABREMETEE CLASS  CERTIFY THAT MARILYN P. MALLIN be the ASST VICE respectively of in which name, as Trustee, the above and foregoing first signed and delivered the said instrument as their free a aforesaid, for the uses and purposes therein set forth,	President and Title and as to a voluntary act and as to	TANG ST Trea Berne Moth's day in pe the free and volun ary est o	t said corporation, as I rustee as
STATE OF ILLINOIS )	4/	) ~	
Its: ASST SECRETARY	(lts:	MARILYN P. MA Assistant vice paer	
ATTEST: Alla Si May	Ву: _	Marilyn	P. Malein
	A C	CAGO TITLE AND TRUE or poration of Illiers on ally, but as trustee as	nois
Day of APRIL AD, 19 88			
IN WITNESS WHEREC. CHICAGO TI not personally but as Trustee as a oresaid, has caused President and its corporate seal to be he cunto affixed a	TLE AND TRUST CO these presents to be sign and attested by its ASSI		ERESIDENT Secretary this 22ND

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"CITHICIAL SEAL" Cabriella Glass Poteics Public, State of Illinois Vir Commission Expires 8/27/88