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COOK EQUATY, L. LINGIS FILED FOR RESURD

88357267

THIS INSTRUMENT WAS PREPARED BY DE 1988 AUG 19 PH 12: 41 Jonathan A. Hattenbach PORTES, SHARP, HERBST & KRAVETS, LTD. 333 West Wacker Drive, Suite 500

ASSIGNMENT OF RENTS

CITICORP SAVINGS

88357267

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

HARRIS TRUST AND SAVINGS BANK, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Illinois Banking Association

of County of Cook and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated June 23, 1986 punt of SIX MILLION THREE , in consideration of a loan in the amount of known as Trust No. 43652

HUNDRED THOUSAND AND NO/100-----

dollars (\$ 6,300,000.00 evidenced by a promissory note and secured of a mortgage, both instruments bearing even date herewith, and other good and valuable consideration, does hereby sell, assign, transfer and secore unto Citicorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the law; 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, ir a ty letting of or any agreement for the use or occupancy of any part of the following described premises:

(See Exhibit "A" attached hereto and herly m ade a part hereof) ny Clarks

PARCEL 1: 4601-03 N. Malden 14-17-110-012 4649-53 N. Malden 4451-57 N. Malden PARCEL 2: 14-17-110-002 PARCEL 3: 14-17-124-001 more commonly known as: 14-17-104-012 PARCEL 4: 4701 N. Malden PARCEL 5: 4501-09 N. Malden 14-17-117-007 PARCEL 6: 4716-24 N. Beacon 14-17-102-023 All in 4656 N. Magnolia 14-17-110-013 Chicago, Illinois PARCEL 7: 14-17-115-023 PARCEL 8: 4510 N. Beacon

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.

# **UNOFFICIAL COPY**

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Property of Cook County Clark's Office

PASSASES

profits owars the 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 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 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 therefrom.

IN WITNESS WHEREOr, Harris Trust and Savings Bank not personally but as Trustee as no said, has caused these presents to be signed by its IN WITNESS WHEREOF President and its corporate seal to be housunto affixed and attested by its

NICE

ASS'T. Secretary this

St Day of

August

, A.D., 19 88

	not personally, but as trustee as aforesaid
ATTEST: By:	94 By: 180
Its: Assistant Secretars	its: Vice Fresident
STATE OF ILLINOIS ) SS:	40%

COUNTY OF COOK

DAWN M. LESNIAK CERTIFYTHAT JAMES J. PERNER be the

, a Notary Public in and for the said County in the State aforesaid, Do HEREBY

VICE President and KENNETS E, PIEKUT, personally known to me to

respectively of Harris Trust and Savings Bank 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 Que

"OFFICIAL SEAL" Dawn M. Lesniak My Commission EspireNotary Public, State of Illinois My Commission Expires 11/13/91

CITICORP SAVINGS FORM 33% A PAGE 2

**ASSIGNMENT OF RENT** 

Federal Savings and Loan Association Citicorp Savings of Illinois

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Upon Property Located at:

CITICORP SAVINGS

One South Dearborn Street Chicago, Illinais 60603 Telephone (1 312 977 5000)

Property of Cook County Clerk's Office

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#### EXHIBIT A

### Description of Property

Parcel 1 - Commonly known as 4601-03 N. Malden, Chicago, IL.

(14-17-110-012)

Lot 121 and the South 25 feet of Lot 122 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the North West 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with the part of the West 1/2 of the North West 1/4 which lies North of the South 800 feet thereof and East of Green Bay Road, in Cook County, Illinois.

Pargel 2 - Commonly known as 4649-53 N. Maldan, Chicago, IL.

(14-17-110-102)

Lot 131 in Sheridan Drive a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, range 14, East of the Third Principal residian, together with part of the West 1/2 of Northwest 1/4 which lies North or the South 800 feet and East of Green Eay Road, in Cook County, Illinois.

Parcel 3 - Commonly Vicon as 4451-57 N. Malden, Chicago, IL.

(74-17-124-101)

Lots 47 and 48 in Subdivision of the South 1/4 of East 1/2 of the North West 1/4 of Section 17, Township 40 North, Range 14 (except the East 569.25 feet thereof) in Cock County, Illimote.

Parcel 4 - Commonly known as 4701-03 N. Malden, Chicago, IL.

. (14-17-104-312)

Lot 133 in Sheridan Drive Subdivision, Leing a Subdivision of the Borth 3/4 of the East 1/2 of the North West 1/4 of Section 17, Township 40 Borth, Bange 14, East of the Third Principal Meridian, together with that part of the West 1/2 of the said North West 1/4 of Section which lies North of the South 800 feet thereof and East of Green Bay Boad, in Cook County, Illinois.

Parcel 5 - Commonly known as 4501-11 N. Malden, Chicago, IL.

(14-17-117-007)

Lots 109, 110, 111 and 112 in Sheridan Drive Subdivision, Levy a Subdivision in the North 3/4 of the East 1/2 of the Northwest 1/4 of Section 17, Township 40 North, Range 14, East of the Third Principal Meridian, in Cork County, Illinois.

Parcel 6 - Commonly known as 4716-24 N. Beacon, Chicago, IL.

(14-17-102-023)

Low 224 and 125 in Sheridan Drive Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 of Seckion 17, Township 40 North, Range 14, East of the Third Principal Meridian, together with the part of the West 1/2 of said Northwest 1/4 of said Seckion 17, which lies North of the South 800 feet theseof and East of Green Bay Road, in Cock County, Illinois.

29500-09-006 JNH 10 123 136 Parcel 7 - Commonly known as 4656 N. Magnolia, Chicago, IL.

(14-17-110-013)

Lot 85 in Sheridan Drive Subdivision, being a Subdivision of the North 3/4 of the East 1/2 of the North West 1/4 of Section 17, Township 40 North, Range 14. East of the Third Principal Meridian, together with that part of the West 1/2 of said North West 1/4 of Section, which lies North of the South 800 feet thereof, and East of the Green Bay Road, in Cook County, Illinois.

Parcel 8 - Commonly known as 4510 N. Beacon, Chicago, IL.

(14-17-115-023)

Lot 750 in the Resubdivision of Lots 249, 250 and 251 in Sheridan Drive, being a Subdivision of the North 3/4 of the East 1/2 of the Northwest 1/4 together with of the hereot.
Fast of County Clark's Office that part of the West 1/2 of said Northwest 1/4 which lies North of the South 800 feet thereof and East of Green Bay Road in Section 17, Township 40 North, Range 24. East of the Third Principal Meridian, in Cock County, Illinois.