

UNOFFICIAL COPY

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

LOAN#: 01-002701-8

ASSIGNMENT OF RENTS

CITICORP SAVINGS

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

89470971

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

BOULEVARD BANK NATIONAL ASSOCIATION

13.00

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 1, 1965 and known as Trust No. 1045, in consideration of a loan in the amount of NINE HUNDRED THOUSAND AND 00/100

dollar(s) 900,000.00)
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:

(SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF)

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1965 OCT -4 PM 3:32

89470971

89470971

more commonly known as:

1520-28 W. North Ave.
Chicago, IL 60622

P.I.N. 14-32-313-035, 036, 037, 047

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.

14422441
72.26.035
DO
2.00
FW

UNOFFICIAL COPY

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, and the avails, issues and profits thereof or therefrom.

BOULEVARD BANK NATIONAL ASSOCIATION

IN WITNESS WHEREOF,

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

Secretary this

Day of September 25th, A.D., 19 89

BOULEVARD BANK NATIONAL ASSOCIATION

not personally, but as trustee as aforesaid

ATTEST

By: [Signature]
Its: ASSISTANT TRUST OFFICER

By: [Signature]
Its: ASST. VICE PRESIDENT

STATE OF ILLINOIS)
) SS:
COUNTY OF)

I, MARGARET M. VITA
CERTIFY THAT ALEX I. BERESOFF
be the ASST. VICE PRESIDENT
respectively of BOULEVARD BANK NATIONAL ASSOCIATION
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.

I, Notary Public in and for the said County in the State aforesaid, Do HEREBY
personally known to me to
President and CHARLES A. YRBA ASSISTANT TRUST OFFICER

GIVEN under my hand and Notarial Seal this 29th day of SEPT. A.D. 1989

My Commission Expires:

[Signature]
Notary Public

CITICORP SAVINGS FORM 3596 A PAGE 2

"OFFICIAL SEAL"
Margaret M. Vita
Notary Public, State of Illinois
My Commission Expires 7/15/92

Box 165

ASSIGNMENT OF RENT'S
LOAN# 01-002701-B
BOULEVARD BANK NATIONAL ASSOCIATION

To
Citicorp Savings of Illinois
A Federal Savings and Loan Association

Upon Property Located at:
1520-20 W. North Ave.
Chicago, IL 60622

Corporate Office
One South Dearborn Street
Chicago, Illinois 60603

89A71997A

UNOFFICIAL COPY

8 9 4 7 0 9 7 1

EXHIBIT A

PARCEL 1:

LOTS 57 TO 70, BOTH INCLUSIVE, AND THE SOUTH $\frac{1}{2}$ OF THE EAST AND WEST 20 FOOT VACATED ALLEY LYING NORTH OF AND ADJOINING SAID LOTS 67 TO 70, BOTH INCLUSIVE, IN BLOCK 2 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS,

ALSO

PARCEL 2:

THAT PART OF LOTS 55 TO 66, BOTH INCLUSIVE, AND THE NORTH $\frac{1}{2}$ OF THE EAST AND WEST 20 FOOT VACATED ALLEY LYING SOUTH OF AND ADJOINING SAID LOT 66, WHICH LIES WESTERLY OF A LINE DRAWN FROM A POINT ON THE WEST LINE OF SAID LOT 55, A DISTANCE OF 294.96 FEET NORTH OF THE SOUTH WEST CORNER OF SAID LOT 56 TO A POINT ON THE SOUTH LINE OF SAID LOT 66, A DISTANCE OF 119.73 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 56: THENCE CONTINUING ALONG A PROLONGATION OF LAST DESCRIBED LINE TO THE SOUTH LINE OF THE SAID NORTH $\frac{1}{2}$ OF EAST AND WEST 20 FOOT VACATED ALLEY IN BLOCK 2 IN CHICAGO DISTILLERY COMPANY'S SUBDIVISION OF BLOCK 19 IN SHEFFIELD'S ADDITION TO CHICAGO IN THE WEST $\frac{1}{2}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Clerk's Office
89470971