

# UNOFFICIAL COPY

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THIS INSTRUMENT WAS PREPARED BY: Glynis A. Glover  
One South Dearborn Street  
Chicago, IL 60603

LOAN#: 010028746

## ASSIGNMENT OF RENTS

### CITICORP SAVINGS\*

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

51212627

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

**CHICAGO TITLE AND TRUST COMPANY**

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 MAY 3, 1973 and  
known as Trust No. 52035, in consideration of a loan in the amount of  
**THREE HUNDRED FIFTY FIVE THOUSAND AND 00/100**-----

dollars(\$ 355,000.00 )

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:

LOTS 17 AND 18 IN BLOCK 39 IN ROGER'S PARK BEING A SUBDIVISION OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 AND THAT PART OF THE NORTH WEST 1/4 LYING EAST OF RIDGE ROAD OF SECTION 31, ALSO THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 32 ALSO ALL OF SECTION 30 LYING SOUTH OF THE INDIAN BOUNDARY LINE ALL IN TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #11-32-115-017, 11-32-115-018

-89-558512

more commonly known as:

1508-12 W. Farwell Avenue  
Chicago, IL 60626

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 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 assets, income and profits thereof or therefrom.

order attached

Property of Cook County Clerk's Office

### CHICAGO TITLE AND TRUST COMPANY

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 October 31st, A.D., 1989

CHICAGO TITLE AND TRUST COMPANY

not personally, but as Trustee as aforesaid

ATTEST

By: Lois Seymour  
Its: Assistant Secretary

By: Darlene Bellis  
Its: Assistant Vice-President

STATE OF ILLINOIS )  
                          ) SS:  
COUNTY OF Lake )

I, Joy Cram  
CERTIFY THAT Darlene Bellis  
be the Assistant Vice  
respectively of

, a Notary Public in and for the said County in the State aforesaid, Do HEREBY  
, personally known to me to  
President and Lois Seymour, Assistant Secretary

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 31st

day of October 31st, 1989

My Commission Expires: May 1, 1993

Joy Cram  
Notary Public

"OFFICIAL SEAL"  
Joy Cram  
Notary Public, State of Illinois  
My Commission Expires 5/1/93

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Box 165

ASSIGNMENT OF RENTS

LOANS: 010028746

CHICAGO TITLE AND TRUST COMPANY

To

Citicorp Savings of Illinois  
& Federal Savings and Loan Association

Upon Property Located at:

1508-12 W. Farwell Avenue  
Chicago, IL 60626

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603

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Property of Cook County Clerk's Office

See explanation

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FORM 11 R10-71

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