

# UNOFFICIAL COPY

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

LOAN#: 00-102848-9

## ASSIGNMENT OF RENTS

### CITICORP SAVINGS®

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

89024786

12.00

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 JANUARY 9, 1989 and  
known as Trust No. 1001910, in consideration of a loan in the amount of  
TWO HUNDRED EIGHTY FIVE THOUSAND AND 00/100

dollars(\$ 285,000.00 )  
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 1 AND 2 IN BLOCK 20 IN RIVERDALE BEING SCHMIDT'S SUBDIVISION IN  
SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS.

I.D. #25-33-408-001-0000

COOK COUNTY, ILLINOIS

1989 JAN

AM 11 33

89024786

89024786

more commonly known as:

10 West 137th Street  
Riverdale, IL 60627

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

15  
00

Property of Cook County Clerk's Office

00000000

00000000

# UNOFFICIAL COPY

It is understood and agreed that the Association may use and pay said debts, 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.

## 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 January 11th, A.D. 1989

## CHICAGO TITLE AND TRUST COMPANY

IN WITNESS WHEREOF, Chicago Title and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice-President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, on this day and year first above written.

CHICAGO TITLE AND TRUST COMPANY, As Trustee as aforesaid and not personally,

By [Signature] ASSISTANT VICE-PRESIDENT

Attest [Signature] ASSISTANT SECRETARY

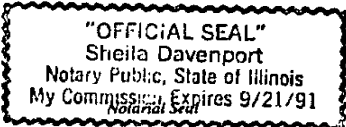
Corporate Seal

STATE OF ILLINOIS, SS.  
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument (as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11 day of JAN 12 1989, 1989

[Signature]  
Notary Public



89024786

NF86-1

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 \_\_\_\_\_, A.D. 19\_\_\_\_

My Commission Expires: \_\_\_\_\_

Notary Public

Box 165

12

ASSIGNMENT OF RENTS

LOAN#: 00-102848-9

CHICAGO TITLE AND TRUST COMPANY

To

Citicorp Savings of Illinois  
A Federal Savings and Loan Association

Upon Property Located at:

10 West 137th Street  
Riverdale, IL 60627

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603

89024786