

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: Cherry L. Doman  
One South Dearborn Street  
Chicago, IL 60603

LOAN #: 010085694

## ASSIGNMENT OF RENTS

92819748



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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

SOUTH HOLLAND TRUST & SAVINGS BANK

of the CITY of South Holland County of Cook and  
State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated October 8, 1992 and  
known as Trust No. 10639, in consideration of a loan in the amount of  
TWO HUNDRED TWENTY FOUR THOUSAND FOUR HUNDRED AND NO/100

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 Citibank, Federal Savings Bank, 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 created, or any letting of or any agreement for the use or occupancy of any part of the following  
described premises:

LOT 26 (EXCEPT THE FOLLOWING DESCRIBED PART): BEGINNING AT THE NORTHWEST CORNER  
OF SAID LOT 26; THENCE SOUTHEASTERLY ON THE NORTHEASTERLY LINE OF SAID LOT 26,  
TO THE NORTHEAST CORNER OF SAID LOT 26; THENCE SOUTHWESTERLY ON THE  
SOUTHEASTERLY LINE OF SAID LOT 26 A DISTANCE OF 45.0 FEET TO A POINT ON SAID  
LINE; THENCE NORTHWESTERLY ON A LINE PARALLEL TO AND 45.0 FEET DISTANCE FROM  
THE NORTHEASTERLY LINE OF SAID LOT 26, TO A POINT ON THE WEST LINE OF SAID LOT  
26; THENCE NORTH ON THE WEST LINE OF SAID LOT 26, TO THE NORTHWEST CORNER OF  
SAID LOT 26, TO THE POINT OF BEGINNING); LOT 27 (EXCEPT THE FOLLOWING DESCRIBED  
PART): BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 27; THENCE SOUTHEASTERLY ON  
THE NORTHEASTERLY LINE OF SAID LOT 27, A DISTANCE OF 15.0 FEET TO A POINT;  
THENCE ON A LINE PARALLEL TO AND 15.0 FEET DISTANCE FROM SAID NORTHWESTERLY  
LINE OF SAID LOT 27, A DISTANCE OF 45.0 FEET TO A POINT; THENCE NORTHWESTERLY  
ON A LINE PARALLEL TO THE NORTHEASTERLY LINE OF SAID LOT 27, A DISTANCE OF 45.0  
FEET FROM THE POINT OF BEGINNING; THENCE NORTHWESTERLY ON SAID LINE A DISTANCE  
OF 45.0 FEET TO THE POINT OF BEGINNING), AND ALL OF LOT 28, ALL IN FREITAG'S  
OAK GROVE ADDITION TO THE VILLAGE OF WEST HAMMOND (NOW CALUMET CITY) IN A  
SUBDIVISION OF A PART OF THE SOUTH EAST 1/4 OF THE NORTHWEST FRACTIONAL 1/4 OF  
AND THE NORTHEAST 1/4 OF THE SOUTHWEST FRACTIONAL 1/4 OF SECTION 8, TOWNSHIP 36  
CONTINUED

more commonly known as:

450 Sibley Blvd.  
Calumet City, Illinois 60409

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  
rights 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.

COOK COUNTY, ILLINOIS  
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It is understood and agreed by the undersigned that the same 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 the 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 made 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 the right of existence 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 hereto 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 undertaken or agreement hereto 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, fixtures and profits thereof for the enforcement of any such covenants, undertakings and agreements.

## SOUTH HOLLAND TRUST & SAVINGS BANK

IN WITNESS WHEREOF,  
not personally but as Trustee as aforesaid, has caused these presents to be signed by the  
~~XXXXXX~~ and its corporate seal to be affixed and attested by its **Asst.** **Trust Officer**  
**Secretary** this

Day of October 22nd, A.D. 1992

SOUTH HOLLAND TRUST & SAVINGS BANK

not personally, but as Trustee as aforesaid U/T 10639

ATTEST

By:

*Patricia J. Miedema*

By:

*D.O.A.*

**Trust Officer**

To:

**Asst. Secretary**

STATE OF ILLINOIS )  
COUNTY OF Cook )  
                      89:

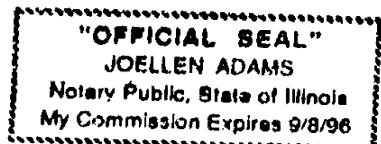
Notwithstanding any terms or provisions  
of this instrument, the South Holland Trust  
& Savings Bank, as Trustee, Trust No.  
10639, is hereby constituted and by  
order of the aforesaid Notary Public,  
in accordance with the laws of the State  
of Illinois, a Notary Public.

I, the undersigned  
CERTIFY THAT Douglas A. DeGroot  
on the Trust Officer ~~XXXXXX~~ and **Patricia J. Miedema Asst.** Secretary  
respectively of South Holland Trust & Savings Bank  
to whom name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that he  
signed and delivered the said instrument in their free and voluntary act and as the free and voluntary act of said corporation, as Trustee  
aforesaid, for the uses and purposes thereto set forth, and caused the corporate seal of said corporation to be thereto affixed.

GIVEN under my hand and Notarial Seal this 26th day of October A.D. 1992

My Commission Expires:

NOTARY PUBLIC FORM NO. 1 PAGE 1



*Joellen Adams*  
Notary Public

*Pat 105'*

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CONTINUATION OF LEGAL DESCRIPTION

NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.  
TAX I.D. #: 30-08-306-054-0000

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