

# UNOFFICIAL COPY

THIS INSTRUMENT WAS PREPARED BY: James Hud  
One South Dearborn Street  
Chicago, IL 60603

(S) PW

MAR 10 1993

LOAN# 010090488

**CITIBANK** •

Corporate Office  
One South Dearborn Street  
Chicago, Illinois 60603  
Telephone (312) 877-5000

## ASSIGNMENT OF RENTS

93433202

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

First Chicago Trust Company Of Illinois

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 28, 1993 and  
known as Trust No. RV-032103, in consideration of a loan in the amount of

TWO MILLION AND NO/100-

dollars \$ 2,000,000.00

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 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 established, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

See attached exhibit A for legal description of property.

Tax I.D. Number:  
03-04-300-004-0000  
03-04-301-008-0000

CHICAGO, ILLINOIS  
TREASURER

11-BW-9-PP-3-56

93433202

more commonly known as:

60-100 Dundee Road  
Buffalo Grove, IL 60089

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 relet said premises or any part thereof, according to its own discretion, and bring or defend any suit 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 sue and apply, and demand, those sums or 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 do hereby fully and definitely agree that the Association may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the bank, association, corporation, 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 action thereunder.

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 such 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 his individual corporate capacity, but as covenants, undertakings and agreements of the Trustee acting solely in the exercise of the power conferred upon him 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 his individual corporate capacity, or against any agent or employee of 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 party or holders; and any of said parties or holders shall look solely to the real estate herein described, and the income, tactics and profits thereof or therefrom.

First Chicago Trust Company Of Illinois

IN WITNESS WHEREOF,  
not personally but as Trustee of aforesaid, has caused these presents to be signed by the  
**President** and its corporate seal to be hereunto affixed and attested by the

Rev. - V. C. S. et al

Trust Officer - Secretary

Day of June 1st , A.D., 19 93

First Chicago Trust Company Of Illinois

not personally, but as trustee all aforesaid

ATTEST

By: *Eva Higj* Trust Officer

By: *Martin S. Edwards* Trust Officer

STATE OF ILLINOIS )  
COUNTY OF Cook )  
 ) 89:

I, JACKLIN ISHA  
CERTIFY THAT MARTIN S. EDWARDS  
be the Secretary, President and Vice President and  
respectively of  
in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this day this person and acknowledged that they  
signed and delivered the said instrument in their free and voluntary act and in the free and voluntary act of said corporation, or Trustee as  
aforesaid, for the uses and purposes therein set forth, and caused the corporate seal of said corporation to be affixed thereto.

, a Notary Public in and for the County in the State aforesaid, do HEREBY  
personally known to me to be  
BAPT. OTHER Secretary

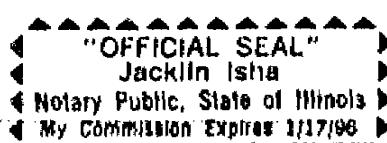
03433202  
Jacklin Isha

GIVEN under my hand and Notarial Seal this 3rd day of June, 1993

Notary Public

My Commission Expires:

COURTBOOK FORM ASKA-A EXAKA-A  
COURTBOOK FORM ASKA-A EXAKA-A



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## EXHIBIT A:

## LEGAL DESCRIPTION OF PROPERTY

### PARCEL 1:

THAT PART OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50 FEET AND THE WEST LINE OF THE EAST 700 FEET OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 4; THENCE NORTH ALONG SAID WEST LINE OF SAID EAST 700 FEET, 144.16 FEET; THENCE EAST AT RIGHT ANGLES 11.75 FEET; THENCE NORTH AT RIGHT ANGLES 130 FEET; THENCE WEST AT RIGHT ANGLES 204.79 FEET; THENCE SOUTH AT RIGHT ANGLES 275.20 FEET, MORE OR LESS, TO SAID NORTH LINE OF THE SOUTH 50 FEET; THENCE EAST 193.04 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50 FEET AND THE WEST LINE OF THE EAST 700 FEET OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 700 FEET, 144.16 FEET; THENCE EAST AT RIGHT ANGLES 11.75 FEET; THENCE NORTH AT RIGHT ANGLES 130 FEET; THENCE EAST AT RIGHT ANGLES 146.16 FEET; THENCE SOUTH AT RIGHT ANGLES 130 FEET; THENCE EAST AT RIGHT ANGLES 87 FEET; THENCE SOUTH AT RIGHT ANGLES 144.16 FEET MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 50 FEET AFORSAID; THENCE WEST ON SAID NORTH LINE 244.91 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

PERPETUAL EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 TO RECONSTRUCT, REPLACE, REMOVE, REPAIR, ALTER, INSPECT, MAINTAIN AND OPERATE THE EXISTING WATER MAIN AND STORM SEWER (AND ALL FACILITIES AND EQUIPMENT INCIDENTAL THERETO) TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER, UPON, ALONG AND ACROSS THE BASEMENT LAND FOR THE PURPOSE OF EXERCISING SAID EASEMENT RIGHTS OVER THE FOLLOWING DESCRIBED PROPERTY AS SET FORTH IN GRANT OF EASEMENT DATED NOVEMBER 4, 1974 AND RECORDED NOVEMBER 4, 1974 AS DOCUMENT 22897588, MADE BY CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 15, 1960 AND KNOWN AS TRUST NUMBER 42809, TO CHICAGO TITLE AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 16, 1960 AND KNOWN AS TRUST NUMBER 42869, AND JONES AND BRONN COMPANY, INC.

THAT PART OF THE WEST 3/4 OF THE SOUTHWEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 50 FEET AND THE WEST LINE OF THE EAST 700 FEET OF SAID WEST 3/4 OF THE SOUTHWEST 1/4 AND RUNNING THENCE NORTH ALONG SAID WEST LINE OF THE EAST 700 FEET, 144.16 FEET; THENCE EAST AT RIGHT ANGLES 11.75 FEET; THENCE NORTH AT RIGHT ANGLES 130 FEET; THENCE EAST AT RIGHT ANGLES 27.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND BEING HERINB.

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EXHIBIT A: continued

DESCRIBED; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE EXTENDED 10 FEET; THENCE NORTH AT RIGHT ANGLES 40 FEET; THENCE NORTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 64 DEGREES, 33 MINUTES, 2 SECONDS TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED 32.14 FEET; THENCE NORTHWESTERLY AT RIGHT ANGLES 10 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES 38.46 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 64 DEGREES, 33 MINUTES, 2 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, 46.32 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

BASEMENT FOR PEDESTRIAN INGRESS AND EGRESS OVER THE SOUTH 20 FEET OF THE NORTH 130 FEET OF THE FOLLOWING TWO PARCELS TAKEN AS A SINGLE TRACT OF LAND:

THAT PART OF THE WEST 3/4 OF THE SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50 FEET AND THE WEST LINE OF THE EAST 700 FEET OF THE WEST 3/4 OF THE SOUTH WEST 1/4 OF SAID SECTION 4; THENCE NORTH ALONG SAID WEST LINE OF SAID EAST 700 FEET, 144.16 FEET; THENCE EAST AT RIGHT ANGLES 11.75 FEET; THENCE NORTH AT RIGHT ANGLES 130 FEET; THENCE EAST AT THE RIGHT ANGLES 146.16 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH AT RIGHT ANGLES 130 FEET; THENCE EAST AT RIGHT ANGLES 87 FEET; THENCE NORTH AT RIGHT ANGLES 130 FEET; THENCE WEST AT RIGHT ANGLES 87 FEET; TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND ALSO

THAT PART OF THE WEST 3/4 OF THE SOUTH WEST 1/4 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF THE SOUTH 50 FEET AND THE WEST LINE OF THE EAST 700 FEET OF THE WEST 3/4 OF THE SOUTH WEST 1/4 AFORESAID; THENCE NORTH ALONG SAID WEST LINE OF SAID EAST 700 FEET, 274.16 FEET; THENCE EAST AT RIGHT ANGLES 244.91 FEET; THENCE SOUTH AT RIGHT ANGLES 2.46 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING SOUTH ON THE LAST DESCRIBED LINE EXTENDED, 270.33 FEET MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 50 FEET AFORESAID; THENCE EAST ON SAID NORTH LINE OF THE SOUTH 50 FEET, 30.09 FEET; THENCE NORTH ON A LINE PARALLEL WITH SAID WEST LINE OF THE EAST 700 FEET, 270.16 FEET; THENCE WEST 30.09 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

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