

# UNOFFICIAL COPY

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

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LOAN#: 010088567

## ASSIGNMENT OF RENTS

### CITIBANK®

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

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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 MARCH 15, 1988 and known as Trust No. 25-9728, in consideration of a loan in the amount of THREE MILLION FOUR HUNDRED THOUSAND AND NO/100-----

dollars(\$ 3,400,000.00 ) 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 executed, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

#### PARCEL 1:

LOT 23 (EXCEPT THE SOUTHERLY 4.46 FEET OF SAID LOT 23) IN THE RESUBDIVISION OF THE EAST 1/2 OF BLOCK 11 AND THE WEST 1/2 OF BLOCK 10 IN WHITE'S ADDITION TO EVANSTON, A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 13, 1973 IN BOOK 6 OF PLATS, PAGE 64 IN COOK COUNTY, ILLINOIS

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID AS CREATED BY THE DEED MADE BY FRANK LAMBERT WHITE, FREDERICK DONALD BIRD, DONALD O. WHITE AND HENRY A. WHITE AS TRUSTEES UNDER TRUST INDENTURE DATED NOVEMBER 16, 1929 AND RECORDED FEBRUARY 28, 1946 AS DOCUMENT 13730053 OVER THE SOUTH 4.46 FEET OF LOT 23 IN THE RESUBDIVISION AFORESAID (EXCEPTING THEREFROM THOSE PARTS THEREOF NOW OCCUPIED BY A THREE STORY BRICK BUILDING AND APPURTENANCES THEREON) FOR THE PURPOSE OF MAINTAINING A CORNICE OVERHANGING SAID PREMISES, THE RIGHT OF THE INGRESS AND EGRESS, AND AN EASEMENT FOR LIGHT, AIR AND DRAINAGE CONTINUED

more commonly known as:

860 Hinman  
Evanston, Illinois 60201

93448676

11/1/88

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.

COOK COUNTY, ILLINOIS  
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It is understood and agreed that the Association may use and apply said assets, 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 any 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 maintenance of said premises including taxes, assessments and insurance premiums which may be levied or assessed upon the premises and the undersigned does hereby ratify and confirm all that the Association may do by virtue hereof. This assignment shall be binding upon the undersigned 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 receive any part of the proceeds hereunder shall not be deemed a waiver by the Association of its right of exercise therefor.

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 to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made and intended, are to be construed as covenants, undertakings and agreements of the Trustee in its individual capacity, and no personal liability or personal responsibility is assumed by, nor shall at any time be awarded or enforced against the Trustee, or against any agent or employee of the said Trustee, on account hereof, or on account of any contract, agreement or agreement herein contained, express or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto in this behalf and by all persons claiming by or through or under said parties or holders, and any or each of them, shall both solely to the trust estate herein described, and the assets, issues and profits thereof or therefrom.

FIRST CHICAGO TRUST COMPANY OF ILLINOIS

Not a Notary Public in and for the State of Illinois, I have caused these presents to be signed by its duly authorized officers and its corporate seal to be hereon affixed and attested by its

Asst. Secretary this

May 13th

A.D., 19 93

FIRST CHICAGO TRUST COMPANY OF ILLINOIS

not personally, but as trustee as aforesaid

ATTEST  
By: [Signature]  
Its: Asst. Secretary

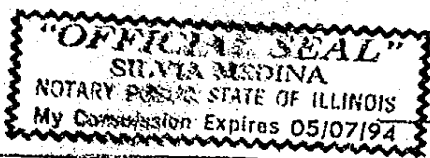
By: [Signature]  
Its: Sr. Vice President

STATE OF ILLINOIS }  
COUNTY OF Cook }  
Notary Public

MARTIN S. EDWARDS  
Sr. Vice President and  
Notary Public in and for the State of Illinois, Do HEREBY personally known to me to be  
Marta V. Golanco  
Asst. Secretary

Notary Public, the above and foregoing instrument is executed, appeared before me this day in person and acknowledged that they executed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said corporation, as Trustee as provided 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 7th day of June, A.D., 19 93



[Signature]  
Notary Public

My Commission Expires

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CONTINUATION OF LEGAL DESCRIPTION

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