THIS INSTRUMENT WAS PREPARED BY:

One South Dearborn Street Chicago, IL 60603

LOAN#: 010092374

ASSIGNMENT OF RENTS

Send To

CITIBAN( 🤁

Corporate Office 500 West Madison Chicago, Illinois 60661 Telephone (1 312 627-3900)

93974470

DEPT-01 RECORDING

\$23.50

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

T#3333 TRAN 7815 11/30/93 15:37:00 #3971 # #-93-974470

COOK COUNTY RECORDER

BANK OF CHICAGO f/k/a GARFIELD RIDGE TRUST AND SAVINGS BANK

of the

City

of Chicago County of

Cook

and

State of Illinois, not perso tally but as Trustee under the provisions of a Trust Agreement dated MAY 12, 1988 known as Trust No. 80-5-6

, in consideration of a loan in the amount of

and

FIVE HUNDRED THIRTY THE SAND AND NO/100-----

dollars(\$ 530,000.00 )
evidenced by a promissory note and secreed by a mortgage, both instruments bearing even date herewith, and other good and valuable consideration, does hereby sell, assign, trun fer 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 a boundary of the contraction. verbal and whether now existing or hereafter e. ec. to 1, or any letting of or any agreement for the use or occupancy of any part of the following

SOUT CIPAL OF CONTROL LOT 17 IN BLOCK 1 IN EGANDALE, IN THE SOUTHWEST 1/4 OF SECTION 11, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD FAIRCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

TAX I,D. NUMBER: 20-11-305-015-0000

93974470

more commonly known as:

5140 S. Woodlawn Chicago, IL 60615

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.

2350

## **UNOFFICIAL COPY**

Proberty of Cook County Clark's Office

93974470

It is understood and agreed that the Association may use and apply said avails, issued and profits loward the payment of any present or fature indebtedness or liability of the undersigned to the Association, due or to become due, or that may be entire the contracted, and also toward the payment of all expenses and the care and management of said premises including taxes, assessments and insurance promiting 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 mure to the benefit of the bairs, executors, administrators, successors and assigns of the parties bereto 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 limbility, 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 herem described, and the avails, issues and profits thereof or therefrom.

FANK OF CHICAGO f/k/a GARFIELD RIDGE TRUST AND SAVINGS BANK

IN WITNESS WHEREOF.

not personally but as Trustee as after aid, has caused these presents to be signed by its. Land Trust Officer President and its corporate seal to be negently affixed and attested by its Asst. Vice President Secretary this

, A.D., 19 53 Day of November 5th BANK OF CHICAGO f/k/a GARFIELD RIDGE TRUST AND SAVINGS BANK not personally, but as trustee as aforesaid ATTEST STATE OF ILLINOIS SS: COUNTY OF COOK na Notary Public mand for the smid County in the State aforesaid, Do HEREBY nd Trust Officer , personally known to me to RMMMOENMand June A. Novotny, Asst. Vice 改造的数据 the undersigned CERTIFY THAT Georgeann C. Comiso, , personally known to me to Asst. Vice 宏英英文 Land Trust be the respectively of President respectively of said Corporation President 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. 5th

GIVEN under my hand and Notarial Seal this

day or November

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My Commission Expires

CITIBANK FORM 3596 A PAGE 5

CPTERCIAL SEAL DOLOTES M. ESPER CTARL PUBLIC TATA COMMINI MI COMMINING FORES SOLISA

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