## UNOFFICIAL CORY

THIS INSTRUMENT WAS PREPARED BY:

James Hunt One South Dearbor

One South Dearborn Street Chicago, IL 60603

LOAN#: 010093252

## **ASSIGNMENT OF RENTS**

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Corporate Office 500 Wost Madison Chicago, Illinois 80661 Telephona (1 312 827-3900)

CITIBAN( ••

KNOW ALL MEN BY THESE PRESENTS, that the undorsigned,

Parkway Bank and Trust Company

of the City of Chicago County of Cook and State of Illinois, not person lly but as Trustee under the provisions of a Trust Agreement dated October 27, 1994 and known as Trust No. 10951 , in consideration of a loan in the amount of

THREE HUNDRED THIRTY STA THOUSAND 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, Fixterial Savings Bank, A Fixterial 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 a write and which may hereafter become due under or by virtue of any lease, whether written or verbal and whether now existing or hereafter two red, 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 9 IN MASON'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 (EXCEPT RAILROAD) OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBER: 13-23-115-001-0000

DEPT-01 RECORDING \$23.50
T\$1111 TRAN 7118 11/22/94 15:24:00
\$9948 ‡ CG #-94-989501
COUNTY RECORDER

more commonly known as:

3615-21 W. Byron St. Chicago, Il 60618

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 MORTGAGIES.

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 ngent 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 us 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 use and apply and reals, because 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 becentle be contracted, and also toward the payment of all expenses and the care and management of said promises 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 become. This assignment shall be binding upon and insure to the bonefit of the light, executors, administrators, successors and assigns of the parties hereto and shall be construed as a coverant 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 fallure 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 forms of the aferesaid 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 beroin 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 swalls, issues and profits thereof or therefrom.

Parkway Bank and Trust Company IN WITNESS WHEREOF. not personally but as Trustee as afterward, has caused these presents to be signed by its Vice President frust Officer addent and its corporate seal to be hereunte affixed and attested by its ASSISTANT TRUST OFFICER , A.D., 19 34 Dity of November 7th Parkway Bank and Trust Company not personally, but as trustee as aforesaid TRUST OFFICE STATE OF ILLINOIS 88: COUNTY OF the underse , a Notary Public in and for the .aid County in the State aforesaid, Do HEREBY CERTIFY THAT Diane Y. Peszynski , personally known to me to Prosident and Jo Ann Kubinski Acsistant TRUST OFFICER be the Vice President Trust Officer respectively of in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this lay in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntally 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. day of November GIVEN under my hand and Notarial Sea! this  $WFICIAL\ SEA$ My Commission Expires: GLORIA WIELGOS ARY PUBLIC, STATE OF ILLINOIS

My Commission Expires 08/25/95

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