

UNOFFICIAL COPY 94368550

THIS INSTRUMENT WAS PREPARED BY: *Mat 10*
FAYE PALMER
CITIBANK, FEDERAL SAVINGS BANK
500 W. MADISON STREET, CHICAGO, IL 60661
BUSINESS & PROFESSIONAL BANKING
ASSIGNMENT OF RENTS

CITIBANK

guaranteed by sole beneficiaries
of assignor here-under pursuant to
a Continuing Guaranty and

KNOW ALL MEN BY THESE PRESENTS that the undersigned,

NBD BANK SUCCESSOR TRUSTEE TO
NBD TRUST COMPANY OF ILLINOIS Successor
Trustee to NBD Highland Park Bank, N.A.
formerly known as First National Bank of Highland Park
THE FIRST NB OF HIGHLAND PARK

of the MUNICIPALITY of HIGHLAND PARK County of LAKE and
State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated MAY 12, 1981 and
known as Trust No. 3185, in consideration of a loan in the amount of ONE MILLION SEVEN HUNDRED
SIXTY THOUSAND AND 00/100 dollars \$ 1,760,000.00

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 corporation organized and existing under the laws of the United States, or to its successors and assigns (hereinafter referred to as the "Lender"), 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:

LOT 3 IN BLOCK 32 IN ARTHUR T. MC INTOSH AND COMPANY'S PALATINE ESTATES UNIT NUMBER 3, BEING A SUBDIVISION OF PARTS OF SECTIONS 26 AND 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

24 APR 25 AM 11:34

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more commonly known as:
1350 S. PLUM GROVE RD., PALATINE, ILLINOIS
PIN #02-27-407-009-000

IT IS UNDERSTOOD AND AGREED THAT LENDER 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 Lender, 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 Lender under the power herein granted.

The undersigned does hereby irrevocably appoint Lender the agent of the undersigned and consent that Lender 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 Lender may do.

BOX 333-CTJ

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Property of Cook County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED March 30, 1994 UNDER TRUST NO. 3185-HP

This ASSIGNMENT OF RENTS is executed by NBD BANK, Successor Trustee to NBD Trust Company, not personally but as Trustee under Trust No. 3185-HP. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said Trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues, or profits of or from said trust property. This instrument is executed by NBD BANK, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that NBD Bank, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

NBD BANK, Successor Trustee to NBD Trust Company of Illinois, as Trustee under Trust No. 3185-HP and not individually

By: [Signature]

ATTEST:

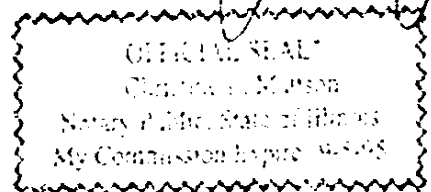
Paul F. Lawless

STATE OF ILLINOIS)
COUNTY OF Lake) ss.

I, Christine L. Mattson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Cheryl L. Westin, Assistant Vice President of NBD Bank, and Paul F. Lawless, Second Vice President personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Second Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes herein set forth, and the said Second Vice President did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of April A.D. 19 94.

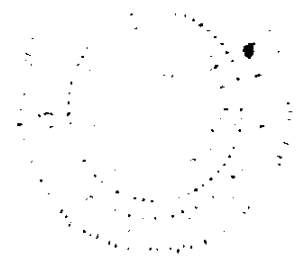
Christine Mattson
Notary Public



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It is understood and agreed that Lender may use and apply any moneys, interest and profits from the payment of any present or future indebtedness or liability of the undersigned to Lender...

The failure of Lender to exercise any right which it might exercise hereunder shall not be deemed a waiver by Lender 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...

IN WITNESS WHEREOF, NBD BANK, as Successor Trustee as aforesaid ----- not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President President and its corporate seal to be hereunto affixed and attested by its 2nd Vice President Secretary this 30th Day of March, A.D. 1994.

NBD TRUST COMPANY OF ILLINOIS Secretary Trustee to NBD Highland Park, Ill. THE FIRST NB OF HIGHLAND PARK not personally, but as trustee as aforesaid U/T/A/D MAY 12, 1981 AND KNOWN AS TRUST NO. 3185 and not personally

ATTEST: By: _____ Its: _____ By: _____ Its: _____

STATE OF ILLINOIS)) SS: COUNTY OF))

I, _____, a Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT _____, President and _____, Secretary be the _____ respectively of _____ in which name, as Trustee, the above and foregoing instrument is executed...

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 1994.

My Commission Expires: _____

RESTRICTING ATTACHED OPERATIONS OF NOTARIES PUBLIC HERETO IS HEREBY EXPRESSLY MADE A PART HEREOF. CITIBANK FORM 35583 (4/90) PAGE 1

Box 165

ASSIGNMENT OF RENT

To

Citibank, Federal Savings Bank 500 W. MADISON STREET CHICAGO, IL 60661 BUSINESS & professional banking

Upon Property Located at:

1350 S. PLUM GROVE PALATINE, ILLINOIS

CITIBANK

Citibank, Federal Savings Bank One South Dearborn Street Chicago, Illinois 60603

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Property of Cook County Clerk's Office

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATE: March 30, 1994 UNDER TRUST NO. 3185-HP

This ASSIGNMENT OF RENTS is executed by NBD BANK, Successor Trustee to NBD Trust Company, not personally but as Trustee under Trust No. 3185-HP. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said Trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues, or profits of or from said trust property. This instrument is executed by NBD BANK, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that NBD Bank, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or nonaction taken in violation of any of the covenants herein contained.

It is also expressly understood and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including, without limitation, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

NBD BANK, Successor Trustee to NBD Trust Company of Illinois, as Trustee under Trust No. 3185-HP and not individually

By: [Signature]

ATTEST: Paul F. Lawless

STATE OF ILLINOIS)
COUNTY OF Lake) ss.

I, Christine L. Mattson, a Notary Public in and for said County in the State aforesaid, do hereby certify that Charly L. Westin, Assistant Vice President of NBD Bank, and Paul F. Lawless, Second Vice President personally, known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Second Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes herein set forth, and the said Second Vice President did also then and there acknowledge that he/she as custodian of the corporate seal of said Corporation did affix the said corporate seal of said corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of April A.D. 1994

Christine L. Mattson
Notary Public
[Notary Seal]

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It is understood and agreed that Lender may use and apply all avails, issues and profits for and in payment of any present or future indebtedness or liability of the undersigned to Lender...

The failure of Lender to exercise any right which it might exercise hereunder shall not be deemed a waiver by Lender 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...

IN WITNESS WHEREOF, FNB BANK, as Successor Trustee as aforesaid, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Assistant Vice President and its corporate seal to be hereunto affixed and attested by its 2nd Vice President on this 30th Day of March, A.D. 1994.

THE FIRST NB OF HIGHLAND PARK not personally but as Trustee as aforesaid U/T/A/D MAY 12, 1981 AND KNOWN AS TRUST NO. 3185

ATTEST:

By: _____ Its: _____

STATE OF ILLINOIS))
COUNTY OF))

I, _____, a Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT be the President and Secretary respectively of in which name, as Trustee, the above and foregoing instrument is executed...

GIVEN under my hand and Notarial Seal this _____ day of _____, A.D. 1994

My Commission Expires:

Notary Public

CITIBANK FORM 2696B (4/90) PAGE 2

Box 165

ASSIGNMENT OF RENT

To

Citibank, Federal Savings Bank

500 W. MADISON STREET CHICAGO, IL 60661 BUSINESS & professional banking

Upon Property Located at:

1350 S. PULM GROVE PALATINE, ILLINOIS

CITIBANK

Citibank, Federal Savings Bank One South Dearborn Street Chicago, Illinois 60603

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