PAYE PALMER

CITIRANK, FEDERAL SAVINGS BANK 500 W. MADISON STREET, CHICAGO, IL 60661 BUSINESS & PROFESSIONAL BANKING ASSIGNMENT OF RENTS

CITIBANCO

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

MBD BANK SUDCESSOR TRUSTEE TO

HEO TRUST COMPANY OF ILLINOIS SUCCESSIVE FIRST NB OF HIGHLAND PARK

Trustee to MSB Highland Park Bank, M.A. form by known as East National Dank of Highland Park

> of the MUNICIPALITY of HIGHLAND PARK County of State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated MAY 12, 1981 known as Trust No. 3185 , in consideration of a loan in the amount of ONE MILLION SEVEN HUNDRED

SIXTY THOUSAND AND CO. 100 dollars (\$ 1,760,000.00

comprises a wormed 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 thereinafter referred to as the "Lender"), all the rents, issues and profits now due and which may hereafter become due under or by villue 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 occupance of any part of the following described premises:

LOT 3 IN BLOCK 32 IN ARTHUR T. NC INTOSH AND COMPANY'S PALATINE ESTATES UNIT NUMBER 3, BEING A SUBDIVISION OF PARTS OF SECTIONS 16 AND 27, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

> COOK COUNTY ILLINOIS FILED FOR RECORD

04 APP 25 AMIL: 34

Junit Clort's O

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 AS IGNMENT UNTIL AFTER DEFAULT UNDER THE TERMS OF THE AFORESAID PROMISSORY NOTE AND MORTGAGE.

It is the intention of the unders gned 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.

ably 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 catifying and confirming anything and everything that Lender may do.

BOX 333-CTI

CITISANY FORM 35968 (490) PAGE 1

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UNOFFICIAL COPY

RIDER ATTACKED TO AND HADE A PART OF ASSIGNMENT OF RENTS

DATED March 30, 1994 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, snything 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 vaived and released by the mortgages or holders of said Note and by every person now or hereafter claiming any right or security the ender. 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, 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, (...) 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, sai, 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 courts, and litigation expenses.

HBD BANK, Successor Trustee to MBD Trust Company of

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		inois, as Trustes not individually		3185~nr
	By:	- [4] 3	Mich	
Paul 7 Jules	OUN!	<u> </u>		
STATE GP ILLINOTE Lake) ss.				
	Notary Public in As		resident o	I HOD DELIK, THE
same persons whose names are subscribed to the and Second Vice President , respect they signed and delivered the said instrument act of said corporation, for the uses and purpodid also then and there acknowledge that he/she the said corporate sesi of said corporation to the free and voluntary act of said Corporation	ively, appeared be as their own free a ses herein set for as custodian of ! o said instrument	efore me this day and voluntary act th, and the said the corporate sea as his/her own	in per or and sol , and as for free Second Vice I l of said Corpora free and volunta	knowledged that e and voluntary President ation did affix
GIVEN under my hand and Notarial	Seal this 7th	day of Apr	Attle J	0/39 <u>94</u> 6/10/04
		}	CORRECTOR SEAR Corrector SAMS SAMSANCES	on 👌

Property of Coot County Clert's Office

It is understood and agreed that is defined by the property of the understood and agreed that is defined by the property of the undersigned to Leiderical Centre of the control of the undersigned to Leiderical Centre of the control of the undersigned to Leiderical Centre of the undersigned to the undersigned does hereby ratify and confirm all that Lender may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenent running with the land and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to Lender shall be fully paid, at which time this assignment shall terminate.

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, anything herein to the contrary potwithstanding, that each and all of the covenants, undertakings and agreements herein made are made and intended, not as personal expenants, 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 avails, issues and profits thereof or therefrom.

ATTEST: By: Its: STATE OF ILLINOIS COUNTY OF I. CERTIFY THAT be the respectively of in which name, as Trust signed and delivered the	ee. the above and foregoing instrument as their free and	President :	By: Its: Public in and Seand d, appeared be	or the said County in	the State aforesaid. Do HEREBY , personally known to me to Secretary erson and acknowledged that they preparation, as Trustee as aforesaid.
for the uses and purpose	is therein set forth, and caused t	he corporate seal	of said corpora day of	ation to by the reto affi	AD. 19 AD. 19
		To Citibank, Federal Savings Bank	1] banking	Property Located at: 1350 S. PLUM GROVE PALATINE, ILLINOIS	

Property of County Clerk's Office

RIDER ATTACHOO TO AND HADE A PART OF ASSIGNMENT OF RENTS

DATEL	March	30,	199 thites TRUS	T MD.	3185-HP
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. It is expressly understood and sgreed 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 NAD 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 mortgages 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 thereup or. It is understood and agreed that MBD 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 unitrated and agreed by every person, firm or corporation claiming any interest under this document that NBD Bank, about 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:

Foul 7 Juiles

Christine L. Mattson

Assistant Vice President

Assistant Vice President

Faul F. Lawless

Second Vice President

Assistant Vice President

personal, 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

The president of a subscribed to the foregoing instrument as such Assistant Vice President

and Second Vice President

The president 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 thin ____ 7th day of ___ April ____ A.D/.35 94

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It is understood and agreed that I grow may use and a ply spin avail a page and project of any present or future indebtedness or liability of the undersigned to leader, one or to become due on that in ly restaffer to concast of 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 does hereby ratify and confirm all that Lender may do by virtue hereof. This assignment shall be binding upon and mure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenent running with the land and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to Lender shall be fully paid, at which time this assignment shall terminate

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, in tipersonally 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 covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, that each and all of the covenant contrary notwithstanding, the covenant contrary notwithstanding, the covenant contrary notwithstanding, the covenant contrary notwithstanding, the covenant contrary notwithstanding to the covenant contrary notwithstanding the covenant contrary notwind the covenant contrary notwithstanding the covenant co 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, not 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 hersol, or on account of any covernant, 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 avails, issues and profits thereof or therefrom

Day of March A M. 16. 94.	ed and attested by its: 2nd Nice President groups of approximate the 30th Transaction 680 in the 20th of the Control of the formerly known as first hattorial bank of inguidances.
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	Det personalle but as trusted as affers at U/T/A/D MAY 12, AND ENGRE AS TRUST NO. 3185 and get property
ATTEST:	
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	Like Charles and Like C
TATE OF ILLINOIS	0, 10 25
) SS.	CART MERLUY
COUNTY OF	*/)x
	*(/_
	, a Notary Public in rad for the said County in the State aforesaid, Do HEREBY
ERTIFY THAT	personally known to me to
e the	President and Scretary
gred and delivered the said instrument as their free a	nstrument is executed, appeared before movivis day in person and acknowledged that they nd voluntary act and as the free and voluntury act of said corporation, as Trustee as aforesaid, ed the corporate seal of said corporation to be to rety affixed.
GIVEN under my hand and Notarial Scal this	day of
	O _{FF}
ly Commission Expires:	
y Commission Acpires.	Notary Public

ASSIGNMENT OF RENT

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Citibank, Federal Savings Bank

1350 S. PLUM CROVE PALATINE, ILLINOIS Upon Property Located at:

BUSINESS & professional banking

500 W. MADISON STREET CHICAGO, IL 60661

Glibank, Foderal Savings Bank One South Degradern Street Chicago, Binois 60603 1981

Box 165

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