

# UNOFFICIAL COPY

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1987 JAN 11 11:10 AM  
442,578

FIRST AMERICAN TITLE INSURANCE #

CA 82160 38300 <sup>10</sup>

THIS INSTRUMENT WAS PREPARED BY:

Donna Zallig  
500 W. Madison  
Chicago, IL 60661

LOAN#: 010093384

## ASSIGNMENT OF RENTS

**CITIBANK**



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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LABALLE NATIONAL TRUST, N.A.

95402378

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 JANUARY 9, 1987 and known as Trust No. 111983, in consideration of a loan in the amount of EIGHT HUNDRED SIXTY FIVE THOUSAND AND NO/100-----

dollars(\$865,000.00)

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 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:

FOR LEGAL DESCRIPTION AND TAX NUMBER REFER TO EXHIBIT "A" ATTACHED

more commonly known as:

2433-55 West Bryn Mawr Avenue  
Chicago, Illinois 60659

2950  
BMT

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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.

It is understood and agreed that the Association may use and apply said avails, 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 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 the Association 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 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 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.

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IN WITNESS WHEREOF, LASALLE NATIONAL TRUST, N.A. not personally but as Trustee as aforesaid, has caused these presents to be signed by its President and its corporate seal to be hereunto affixed and attested by its Secretary this

Day of June 12th, A.D., 19 95

TRUSTEE: LASALLE NATIONAL TRUST, N.A.

not personally, but as trustee as aforesaid

ATTEST

By: Nancy A. Stack  
Its: ASSISTANT SECRETARY

By: [Signature]  
Its: VICE PRESIDENT

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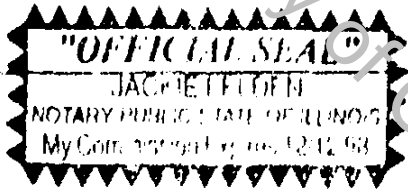
STATE OF ILLINOIS )  
COUNTY OF COOK ) SS:

I, JACKIE FELDEN, a Notary Public in and for the said County in the State aforesaid,  
Do HEREBY CERTIFY THAT and NANCY A. STACK, personally known  
to me to be the Vice President and Assistant Secretary  
respectively of LaSalle National Trust, N.A.  
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.

GIVEN under my hand and Notarial Seal this 19th day of June, A.D., 1995.

My Commission Expires:

Jackie Felden  
Notary Public



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EXHIBIT "A"

## PARCEL 1:

LOTS 1, 2, 3, 4 AND THAT PART OF LOTS 5 AND 6 LYING EAST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH EAST CORNER OF LOT 1; THENCE WEST ON THE NORTH LINE OF SAID LOTS 130.19 FEET TO A POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOTS 125 FEET TO THE SOUTH LINE OF SAID LOTS IN BLOCK 5 IN F. W. BRUMMEL AND COMPANY'S LINCOLN BRYN MAWR WESTERN SUBDIVISION BEING A SUBDIVISION OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12 AND THAT PART EASTERLY OF LINCOLN AVENUE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 12 (EXCEPTING THEREFROM THAT PART THEREOF LYING SOUTH OF A LINE 200 FEET NORTH OF THE NORTH LINE OF BERWYN AVENUE) ALL IN TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT STREETS HERETOFORE DEDICATED)

## PARCEL 2:

THAT PART OF LOT 5 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID SUBDIVISION THENCE WEST ALONG THE NORTH LINE OF LOTS 1, 2, 3, 4, 5 AND 6 IN SAID SUBDIVISION, 130.19 FEET TO A POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT, 125 FEET TO THE SOUTH LINE OF SAID LOTS;

THAT PART OF LOT 6 LYING WEST OF A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN SAID SUBDIVISION; THENCE WEST ALONG THE NORTH LINE OF LOTS 1, 2, 3, 4, 5 AND 6 IN SAID SUBDIVISION, 130.19 FEET TO A POINT OF BEGINNING; THENCE SOUTH AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT, 125 FEET TO THE SOUTH LINE OF SAID LOTS;

AND ALL OF LOTS 7, 8, 9 AND 10;

ALL IN BLOCK 5 IN FRED W. BRUMMEL AND COMPANY'S LINCOLN BRYN MAWR WESTERN SUBDIVISION, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT STREETS AND ALLEYS), ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, ON APRIL 12, 1923 AS DOCUMENT 7879542 AS CORRECTED BY CERTIFICATE RECORDED IN THE RECORDER'S OFFICE OF SAID COUNTY, ON APRIL 30, 1923 AS DOCUMENT 7905451, ALL IN COOK COUNTY, ILLINOIS.

TAX I.D. NUMBERS: 13-12-208-035-0000 AND 13-12-208-036-0000

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2025/01/02