75CC09)15

#### **UNOFFICIAL COPY**

96473277

THIS INSTRUMENT WAS PREPARED BY

Donna Daliy 500 W. Madisun Chicago, II. 6.66:

ASSIGNMENT OF RENTS.

CITIBANG

frear Éstate Group 500 Wost Madison Oticago Indias 50061 Telephone (1.312.527.3900)

LOAN#: 010093963

KNOW ALL MEN BY THESE PRESENTS, that the undersigned

MARQUETTE NATIONAL BANK

of the City of Chicago County of Disc and State of Illinois, not personally but as Trustee under the provisions of a Trust Advantage of the MAY 14, 1996 and known as Trust No. 13745 In consideration of a Journal of Two HUNDRED EIGHTY SIX THOUSAND SIX HUNDRED AND NO December 1997 And Advantage of the amount of the state of the st

evidenced by a promissory note and secured by a mortgage, both instruments bearing even deacherewith, and other good and valuable consideration, does hereby sell, assign, transfer and set over and Citibank, Pederal Savings Bank, a corporation organized and existing under the laws of the United States, or to its successors and a signs, thereinafter referred to as the Lenders, all rents, issues and profits now due and which may be content become due and/er or by virtue of any lease, whether written or verbal and whether now existing or hereafter execute here any letting of an entry agreement for the use or occupancy of any part of the following described premises:

LOT 2 (EXCEPT THE WESTERLY 3 FEET THEREOF AS MEASURED ALONG THE SOUTHERLY LINE OF SAID LOT 2) IN BLOCK 70 IN FREDERICK H. BARTLEFT'S CENTRAL CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 4 AND THE NORTHEAST 1/4 AND SOUTHEAST 1/4 OF SECTION 9, ALL IN TOWNSHIP 38 NORTH, RANGE 13, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINDIS.

TAX [.D. NUMBER: 19-09-406-015-0000

more commonly known as:

5568 S. Archer Avenue Chicago, IL 69638

CTUBASE FORM 35969

\* A145 1

64-600 X 00

Property of Cook County Clerk's Office

40004000

4T IS UNDERSTOOD AND AGREED THAT THE 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 the 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 the Lender under the power herein granted.

The undersigned does hereby irrevocably appeint the Lender the agent of the anticesigned and consent that the Azender 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 the Lender may do.

It is understoo? are agreed that the Lender 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 Lender, day or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the cure and management of said premises including taxes, assessments and insulance premiums which may in its judgment by decined proper and advisable, and the undersigned does hereby ratify and confirm all that the Lander 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 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 Lander shall be fully paid, at which time this assignment shall terminate.

The failure of the Lender to exercise any right which it might exercise for cander shall not be deemed a waiver by the 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 understand and my the parties hereto, anything herein to the contrary potwithstanding, that each and all of the covenants, undertakings and agree ments become nearer made and intended, not as personal covenants, undertakings and agreements of the Trusteen are in homizafe a per ate capacity, but as covenants. undertakings and agreements of the Trustee acting solely in the ways of the rewers conferred upon it as such Trustee. and no personal liability or personal responsibility is assumed by, not show at the control or enforced against the Trustee in its individual corporate capacity, or against any agent or employ of or the said Trustee, on account hereof, or on account of any covenant, undertaking or agreement beroin contained, editable a possest of any lock, all such personal liability, if any, being hereby expressly waived and released by the parties herebook to decreased and by all persons claiming by or through or under said parties or holders, and any of said parties or notices that it is howly to the real estate herein described, and the avails, issues and profits thereof or therefrom.

IN WITNESS WHEREOF, MARQUETTE NATIONAL BANK

not personally but as Trustee as aforesaid, has caused these presents to be signed by it President and its corporate seal to be hereunto affixed and attested by its

Dav of May 30th

, A.D., 19-96

TRUSTEE: MARQUETTE NATIONAL BANK

not person

Property of Cook County Clerk's Office

STATE OF ILLINOIS COUNTY OF COCK	) } SS: )			
1. DIANE VATSIBORA  Do HEREBY CERTIFY To me to be the free pectively of fine which name, as Trusted acknowledged that they support the corporate seal of said of the corporate seal of the corporate s	HAT HENNE Cofficient Mark the above and foregoing med and delivered the so pration, as Trustee as:	tresident and free times and instrument is executed, and instrument is their faforesaid, for the uses an	ree and voluntary act and	ay in person and as the free and
GIVEN under my ha	and Notarial Seal t	his 30 thing of M	A.D., 199.	4
My Commission Expires:	OCA		Notary Public	ula.
7-1-98	0x		·	
DIANE KATT	808AS / ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) (	04 C		,
•		Of County		
			6/4/	

Property of Coot County Clark's Office

( 1002 200