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FIRST AMERICAN TITLE INSURANCE #

COB9086 2820013

DEPT-01 RECORDING \$27.50  
 T#7777 TRAN 7122 02/16/96 13:22:00  
 #9561 # SK \*-96-127710  
 COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY:

Donna Zalig  
 500 W. Madison  
 Chicago, IL 60661

LOAN#: 010093720

ASSIGNMENT OF RENTS

CITIBANK

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



KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

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 MAY 24, 1989 and known as Trust No. 107608-09, in consideration of a loan in the amount of THREE HUNDRED FIFTY FIVE THOUSAND AND NO/100

dollars(\$455,000.00)

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:

SEE ATTACHED EXHIBIT FOR LEGAL DESCRIPTION

TAX I.D. NUMBER: 14-19-400-045-0000

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more commonly known as:

1957-59 West Addison Street  
 Chicago, IL 60618

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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.

IN WITNESS WHEREOF, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 February 7th, A.D., 19 96

TRUSTEE: AMERICAN NATIONAL BANK AND

not personally, but as trustee as aforesaid

ATTEST

By: [Signature]

Its: ASST Secy

By: [Signature]

Its: VP

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STATE OF ILLINOIS )  
COOK )  
COUNTY OF )

SS:

**E. M. SOVIENSKI**

, a Notary Public in and for the said County in the State aforesaid,

Do HEREBY CERTIFY THAT

**J. H. MICHAEL WHELAN**

personally known

to me to be the  
respectively of

**Vice President**

**President and**

**John M. Lutka**

**ASSIST. Secretary**

**American National Bank and Trust Company of Chicago**

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.

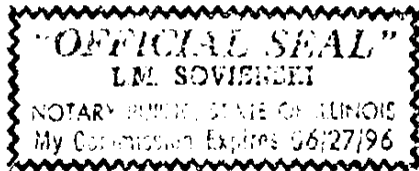
GIVEN under my hand and Notarial Seal this

day of **FEB 12 1996**, A.D., 19 .

*E. M. Sovieniski*

Notary Public

My Commission Expires:



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EXHIBIT

## PARCEL 1:

LOTS 23 AND 24 IN BLOCK 28 IN CHARLES J. FORD'S SUBDIVISION OF BLOCKS 27, 28, 37 AND 38 IN SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4, THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 THEREOF), EXCEPT THAT PART OF LOT 23 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE THEREOF 23.36 FEET WEST OF THE NORTH EAST CORNER THEREOF; THENCE EAST ALONG THE NORTH LINE 23.36 FEET TO THE NORTH EAST CORNER; THENCE SOUTH ALONG THE EAST LINE THEREOF 66.14 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF 21.90 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF 3.38 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE THEREOF 1.46 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE THEREOF 64.76 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED MAY 12, 1988 AND RECORDED MAY 13, 1988 AS DOCUMENT 88206495 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 23 AFORESAID DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST LINE THEREOF 56.21 FEET; THENCE NORTH 89 DEGREES, 51 MINUTES, 00 SECONDS WEST 3.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES, 51 MINUTES, 00 SECONDS WEST 18.85 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 3.38 FEET; THENCE NORTH 89 DEGREES, 51 MINUTES, 00 SECONDS WEST 1.46 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 8.39 FEET; THENCE SOUTH 89 DEGREES, 51 MINUTES, 00 SECONDS EAST 20.41 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST 11.77 FEET TO A POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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