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COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan 500 W. Madison Chicago, IL 60661

LOAN#: 010094380

ASSIGNMENT OF RENTS

#### CITIBAN( •

Real Estate Group 500 West Madison Chicago, Illinois 60661 Telephone (1 312 627 3900)

KNOW ALL MEN BY THESE PRESENTS, that the indersigned,

FIRST BANK AND TRUST COMPANY OF ILLINOIS

SIX HUNDRED SIXTY FOUR THOUSAND AND NO/100-

of the City of Palatine County of Cook and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated JUNE 12, 1997 and known as Trust No. 10-2130 , in consideration of a lean in the amount of

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 Citiber k, 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 the index or by virtue of any lease, whether written or verbal and whether now existing or hereafter executed, or any letting of an any agreement for the use or occupancy of any part of the following described premises:

LOTS 21 AND 22 IN BLOCK 4 IN FOSTER MONTROSE BOULEVARD SUBDIVISION, A RESUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTH WESTERN RAILROAD RIGHT OF WAY AND EXCEPT STREET HERETOFORE DEDICATED, IN COOK COUNTY, ILLINOIS.

PIN: 14-18-406-018-0000

more commonly known as:

4201-03 N. Damen Avenue Chicago, IL 60618

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Property of Cook County Clerk's Office

# 97530078

#### **UNOFFICIAL COPY**

IT 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 appoint the Lender the agent of the undersigned and consent that the Lender assume the management of said property, and may let and re-let said promises 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 doem 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 Lender may do.

It is understood and 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, 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 inset are premiums which may in its judgment be deemed proper and advisable, and the undersigned does hereby ratify and confirm all that the 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 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 Lender shall be fully paid, at which time this assignment shall terminate.

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

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 understoated agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertaking, and agreements herein made are made and intended, not as personal 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, no 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, FIRST BANK AND TRUST COMPANY OF ILLINOIS 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 30th

, A.D., 19 97

TRUSTEE: FIRST BANK AND TRUST COMPANY OF ILLINOIS

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Property of Coot County Clert's Office

This ASSIGNMENT OF RENTS is executed by First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and said First Bank and Trust Company of Illinois , hereby represents that it possesses full power and authority by direction of the beneficiaries of said Trust to execute this instrument, and it is expressly understood and agreed that nothing herein contained or in said Note contained shall be construed as creating any liability on said First Bank and Trust Company, either individually or as Trustee as aforesaid, personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either expressed or implied, herein contained, all such liability, if any, being expressly waived by the Mortgages and by every person now or hereafter claiming any right or security hereunder, and that so far as First Bank and Trust Company of Illinois, either individually or as Trustee aforesaid, or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any inasttedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the main)r herein and in said Note provided, or by action to enforce the personal ligorlity of the guarantor or co-signer, if any.

IN WITNESS WHEREOF. FIRST BANK AND TRUST COMPANY OF ILLINOIS (formerly known as First Bank and Truat Company of Palatine, Illinois), an Illinois Corporation, not personally but as Trustee under the provisions of a Trust Agreement dated JUNE 12 1997 , and known as Trust Number 10-2130 , has caused these present co be signed by its Assistant Trust Officer and its corporate seal to be hereup to affixed and attested by its Assistant Trust Officer this 9TH day of JUNE , 19 97 , 19<u>9</u>7 \_day of \_

> Company of Palatine, Illinois, as Trustee under Trust Number 10-2130 and rot individually. BY:

FIRST BANK AND TRUST COMPANY OF ILLINOIS (formerly known as First Bank and Trust

Trust Officer STATE OF ILLINOIS SS

COUNTY OF COOK

KURTIS J. LOSO , a Notary Public in and for said County in the IFY THAT CARL R. RATH------State aforesaid, DO HEREBY CERTIFY THAT Assistant Trust Officer and KENNETH A. FISERMAN------ Assistant Trust Officer, of First Bank and Trust Company of Illinois (formerly known as First Bank and Trust Co., Palatine, Illinois), who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Trust Officer and Assistant Trust Officer, respectively, appeared before me this day in person as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes then set forth; and the said Assistant Trust Officer, then and there acknowled - that \_he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as h 18 own free and voluntary act as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 9TH day, of OFFICIAL SEAL MOTARY PUBLIC KURTIS J LOSO MY COMMISSION EXPRISON TROO

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) SS: )				
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nd and Notarial Seal thi	s day of	, A.D., 19		
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	ned and delivered the sa ration, as Trustee as after proporation to be thereto and and Notarial Seal thi	, a Notary Public in and President and President and the above and foregoing instrument is executed ned and delivered the said instrument as their ration, as Trustee as aforesaid, for the uses a proporation to be thereto affixed.  Indiand Notarial Seal this day of	, a Notary Public in and for the said County in the S  HAT  President and  The above and foregoing instrument is executed, appeared before me this day and and delivered the said instrument as their free and voluntary act and a ration, as Trustee as aforesaid, for the uses and purposes therein set fort or por ation to be thereto affixed.  Indianal Notarial Seal this  A.D., 19  Notary Public	