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DEPT-01 RECORDING \$33.00
T#0012 TRAN 6368 08/19/97 15:35:00
#6670 ER *-97-608095
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY:

Maureen Clinton
500 W. Madison
Chicago, IL 60661

LOAN#: 010094358

ASSIGNMENT OF RENTS

CITIBANK

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

33.00
(RP)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LAKESIDE BANK

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 3, 1985 and known as Trust No. 10-1036, in consideration of a loan in the amount of FOUR HUNDRED THOUSAND AND NO/100-----

----- dollars(\$400,000.00) 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 LEGAL DESCRIPTION)

TAX I.D.#19-12-212-003-0000 19-12-212-007-0000
19-12-212-009-0000 19-12-212-016-0000
19-12-212-022-0000

more commonly known as:

2600 W. 50th Street
Chicago, IL 60632

BOX 333-CTT

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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 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 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 insurance 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 right which it might exercise hereunder 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 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, LAKESIDE BANK

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 July 28th, A.D., 19 97

TRUSTEE: LAKESIDE BANK

not personally, but as trustee as aforesaid

ATTEST

By: Eva Aguilar

By: Vincent K. Tobe

Its: ASSISTANT SECRETARY

Its: VICE - PRESIDENT & TRUST OFFICER

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SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF.

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STATE OF ILLINOIS)
) SS:
COUNTY OF)

WAI SHIH, a Notary Public in and for the said County in the State aforesaid,
Do HEREBY CERTIFY THAT *VINCENT J. TOLUG AND EVA AYALA*, personally known
to me to be the *VICE* President and *ASST.* Secretary
respectively of *LAKESIDE BANK*

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 *8th* day of *August*, A.D., 19*97*.

My Commission Expires:



Wai Shih

Notary Public

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2015 JAN 14 10:10 AM
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PARCEL 1:

THE WEST 100 FEET OF THE EAST 540 FEET OF LOT "A" OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND CO'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART LYING NORTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AS CONVEYED BY DEED DATED MARCH 3, 1932 AND RECORDED JUNE 6, 1932 AS DOCUMENT 11098347), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 440 FEET OF LOT "A" (EXCEPT THE NORTH 266 FEET OF THE EAST 295 FEET THEREOF AND EXCEPT THEREOF PART OF THE WEST 145 FEET OF SAID EAST 440 FEET LYING NORTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD COMPANY AS CONVEYED BY DEED DATED MARCH 3, 1932 AND RECORDED JUNE 6, 1932 AS DOCUMENT 11098347) OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND CO'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND BEING PART OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 IN WILLIAM D. KERFOOT AND CO'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

FOR THE POINT OF BEGINNING COMMENCING AT A POINT IN THE EAST LINE OF LOT 'A', 247 FEET SOUTH OF THE NORTH LINE OF SAID LOT 'A'; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 'A', AFORESAID, A DISTANCE OF 178.88 FEET; THENCE WESTERLY ON A CURVED LINE, CONVEX SOUTHERLY, TANGENT TO THE LAST DESCRIBED PARALLEL LINE AND HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 21.17 FEET (ARC) TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 120 FEET WEST OF THE EAST LINE OF LOT 'A', AFORESAID, BEING THE POINT OF BEGINNING; RUNNING THENCE WESTERLY ALONG THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 103.21 FEET (ARC); THENCE NORTHWESTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 294.44 FEET; THENCE SOUTHWESTERLY ON A CURVED LINE, CONVEX TO THE NORTH WEST, WITH A RADIUS OF 309.62 FEET, THE RADIAL LINE OF SAID CURVED LINE FORMS AN ANGLE OF 40 DEGREES 44 MINUTES 27 SECONDS FROM SOUTH EAST TO SOUTH WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 8.53 FEET (ARC); THENCE CONTINUING SOUTHWESTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 25.76 FEET; THENCE SOUTHEASTERLY ON A STRAIGHT LINE, FORMING AN ANGLE OF 42 DEGREES 40 MINUTES 14 SECONDS FROM NORTH EAST TO SOUTH WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 13.95 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEX NORTHWESTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 448.67 FEET, A DISTANCE OF 63.95 FEET (ARC); THENCE SOUTHEASTERLY ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 82.10 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEX NORTHEASTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 448.67 FEET, A DISTANCE OF 63.95 FEET (ARC); THENCE SOUTHEASTERLY ON A STRAIGHT LINE, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 55.35 FEET; THENCE SOUTHEASTERLY ON A CURVED LINE, CONVEX SOUTHWESTERLY, TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AND HAVING A RADIUS OF 329.62 FEET, A DISTANCE OF 172.48 FEET (ARC) TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 295 FEET WEST OF THE EAST LINE OF LOT 'A' AFORESAID; THENCE NORTH ALONG SAID PARALLEL LINE, A DISTANCE OF 18.53 FEET TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL TO AND 266 FEET SOUTH OF THE NORTH LINE OF LOT 'A' AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 15 FEET; THENCE NORTH ON A LINE DRAWN PARALLEL TO THE EAST LINE OF LOT 'A' AFORESAID, A DISTANCE OF 20.57 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

LAKESIDE BANK

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PARCEL 4:

THAT PART OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND COMPANY'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 (EXCEPT THE NORTH 133 FEET THEREOF) OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 'A' 247 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE WEST PARALLEL TO THE NORTH LINE OF LOT 'A' AFORESAID, A DISTANCE OF 278.88 FEET; THENCE WESTERLY ON A CURVED LINE CONVEX SOUTHERLY, TANGENT TO THE LAST DESCRIBED PARALLEL LINE, AND HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 31.17 FEET WEST OF THE EAST LINE OF LOT 'A' AFORESAID, SAID POINT OF INTERSECTION BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND AFORESAID; CONTINUING THENCE WESTERLY ON THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 103.21 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 294.44 FEET TO ITS INTERSECTION WITH A CURVED LINE; SAID POINT OF INTERSECTION IS FOR CONVENIENCE IN THIS DESCRIPTION HEREINAFTER TERMED 'POINT A' AND SAID CURVED LINE IS HEREINAFTER TERMED 'LINE A' AND IS DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN A LINE, DRAWN PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF LOT 'A' AFORESAID, SAID POINT BEING 558 FEET WEST OF THE EAST LINE THEREOF; RUNNING THENCE SOUTH WESTERLY ON A STRAIGHT LINE, FORMING AN ANGLE OF 6 DEGREES 22 MINUTES WITH THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 25.02 FEET; THENCE SOUTH WESTERLY ON A CURVED LINE, CONVEX NORTH WESTERLY TANGENT TO THE LAST DESCRIBED STRAIGHT LINE, HAVING A RADIUS OF 309.62 FEET, A DISTANCE OF 97.40 FEET, MORE OR LESS TO 'POINT A' AFORESAID, RUNNING THENCE NORTH EASTERLY ALONG THE CURVED 'LINE A' AFORESAID, A DISTANCE OF 97.40 FEET; THENCE CONTINUING NORTH EASTERLY ALONG SAID 'LINE A' A DISTANCE OF 25.02 FEET OF SAID POINT IN SAID LINE, DRAWN PARALLEL TO AND 66 FEET SOUTH OF THE NORTH LINE OF LOT 'A' THENCE EAST ON THE LAST DESCRIBED PARALLEL LINE A DISTANCE OF 558 FEET TO THE EAST LINE OF LOT 'A' AFORESAID THENCE SOUTH ALONG THE EAST LINE OF LOT 'A' A DISTANCE OF 200 FEET; THENCE WEST ALONG A LINE 266 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF LOT 'A' A DISTANCE OF 310 FEET THENCE NORTH ALONG A LINE 310 FEET WEST OF AND PARALLEL TO THE EAST LINE OF LOT 'A' AFORESAID, A DISTANCE OF 20.57 FEET, MORE OR LESS TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 5:

THAT PART OF THE NORTH 66 FEET OF LOT 'A' OF THE RESUBDIVISION OF BLOCK 5 OF W. D. KERFOOT AND CO'S 51ST STREET ADDITION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4, EXCEPT THE NORTH 133 FEET THEREOF, OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, CHICAGO, CONVEYED BY PHIPPS INDUSTRIAL LAND TRUST TO THE INDIANA HARBOR BELT RAILROAD BY DEED, DOCUMENT 8296417, LYING SOUTH OF A LINE DESCRIBED AS FOLLOWS:

FROM THE INTERSECTION OF THE WEST LINE OF SOUTH ROCKWELL STREET AND SOUTH LINE OF LAND CONVEYED TO THE INDIANA HARBOR BELT RAILROAD BY SAID PHIPPS INDUSTRIAL LAND TRUST BY DEED AFOREMENTIONED, (THE SAME ALSO BEING THE NORTH LINE OF PROPERTY CONVEYED TO CHICAGO GRANTINIE MANUFACTURING COMPANY BY DEED DOCUMENT 11930079) MEASURE NORTHERLY 46 FEET ALONG SAID WEST LINE OF SOUTH ROCKWELL STREET TO THE POINT OF BEGINNING, THENCE WEST ALONG A STRAIGHT LINE PARALLEL WITH AND 46 FEET NORTH OF SAID SOUTH LINE, A DISTANCE OF 286.29 FEET TO A POINT OF CURVE; THENCE SOUTH WESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 683.03 FEET, AND BEING TANGENT TO THE LAST DESCRIBED STRAIGHT LINE AT SAID POINT OF CURVE AN ARC DISTANCE OF 80.47 FEET TO POINT OF COMPOUND CURVE; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 877.63 FEET AND HAVING A COMMON TANGENT WITH LAST DESCRIBED CURVE LINE AT SAID POINT OF COMPOUND CURVE; AN ARC DISTANCE OF 67.14 FEET TO A POINT TANGENCY; THENCE CONTINUING SOUTHWESTERLY ALONG A STRAIGHT LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID POINT OF TANGENCY A DISTANCE OF 52.96 FEET TO A POINT OF CURVE; THENCE CONTINUING FURTHER SOUTH WESTERLY ALONG A CURVED LINE CONVEX TO THE NORTHWEST HAVING A RADIUS OF 60 FEET AND BEING TANGENT TO SAID LAST DESCRIBED STRAIGHT LINE AT SAID POINT OF CURVE AN ARC DISTANCE OF 41.09 FEET TO A POINT IN SAID SOUTH LINE OF LAND CONVEYED BY THE PHIPPS INDUSTRIAL LAND TRUST TO THE INDIANA HARBOR BELT RAILROAD BY SAID AFOREMENTIONED DEED OF JANUARY 12, 1924, SAID POINT BEING 519.43 FEET DISTANT WESTERLY MEASURED ALONG THE SAID SOUTH LINE OF PREMISES CONVEYED BY SAID DEED OF JANUARY 12, 1924 FROM SAID WEST LINE OF SOUTH RACKWELL STREET, ALL IN COOK COUNTY, ILLINOIS.

LAKESIDE BANK

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ASSIGNMENT OF RENTS RIDER

THIS ASSIGNMENT OF RENTS is executed by LAKESIDE BANK, 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 it is expressly understood and agreed that nothing herein or in said mortgage or trust deed or in said note shall be construed as creating any liability on the said LAKESIDE BANK personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as LAKESIDE BANK personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said mortgage or trust deed and note provided.

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