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5 P-BOX

97648980

: DEPT-01 RECORDING \$29.00  
: T#0012 TRAN 6554 09/04/97 11:16:00  
: #4152 : CG \*-97-648980  
: COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY:

Theodora Gruzlewski  
500 W. Madison  
Chicago, IL 60661

LOAN#: 010094312

ASSIGNMENT OF RENTS

**CITIBANK** 

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

*Li n*

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

AMALGAMATED BANK OF CHICAGO F/K/A AMALGAMATED TRUST AND SAVINGS 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 February 24, 1988 and known as Trust No. 5347, in consideration of a loan in the amount of

NINE HUNDRED SEVENTY FIVE THOUSAND AND NO/100-----

dollars (\$975,000.00)

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 RIDER FOR LEGAL DESCRIPTION

P.I.N. 09-11-302-027-0000

P.I.N. 09-11-302-028-0000

more commonly known as:

9643 North Milwaukee Avenue  
Niles, Illinois 60714

BOX 333-CTI

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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, AMALGAMATED BANK OF CHICAGO F/K/A AMALGAMATED TRUST AND 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 August 13th, A.D., 1997

TRUSTEE: AMALGAMATED BANK OF CHICAGO  
F/K/A AMALGAMATED TRUST AND

not personally, but as trustee as aforesaid

ATTEST

By: [Signature]

Its: TRUST OFFICER

By: [Signature]

Its: SENIOR VICE PRESIDENT

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STATE OF ILLINOIS )

COUNTY OF COOK )

SS:

I, Kristine E. Schossow

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

Do HEREBY CERTIFY THAT IRVING E. POLANOW

, personally known

to me to be the SENIOR VICE PRESIDENT

President and

TRUST OFFICER

~~Secretary~~

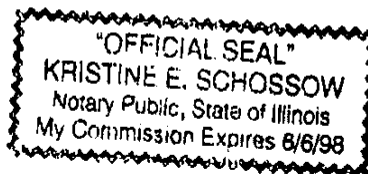
respectively of IRVING E. POLANOW

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 26<sup>th</sup> day of August, A.D., 1997

My Commission Expires:

Kristine E. Schossow  
Notary Public



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THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1(H) OF THE CONDITIONS AND STIPULATIONS OF THE POLICY), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:

FLORENCE B. VINCI, AS LESSOR, AND J. C. PENNEY PROPERTIES, INC., A CORPORATION OF DELAWARE, AS LESSEE, DATED NOVEMBER 10, 1971, A MEMORANDUM OF WHICH LEASE WAS RECORDED DECEMBER 16, 1971 AS DOCUMENT 21750073, AS ASSIGNED TO AMALGAMATED TRUST AND SAVINGS BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 24, 1988 AND KNOWN AS TRUST NUMBER 5347 BY WARRANTY ASSIGNMENT AND ASSUMPTION DATED MAY 13, 1988 AND RECORDED MAY 16, 1988 AS DOCUMENT 88208288, AS AMENDED BY NOTICE OF EXERCISE OF OPTIONS TO EXTEND LEASE TERM DATED AS OF FEBRUARY 24, 1992 AND RECORDED MARCH 18, 1992 AS DOCUMENT 92176625, WHICH LEASE DEMISES THE LAND FOR A TERM OF YEARS BEGINNING DECEMBER 10, 1971 AND ENDING OCTOBER 31, 2072.

PARCEL 1:

THAT PART OF LOT 4 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4, 575.0 FEET NORTHWESTERLY OF THE SOUTH WEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE SAID SOUTHWESTERLY LINE OF SAID LOT 4, 55.0 FEET TO THE POINT OF BEGINNING ALSO BEING ON THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE PER CONDEMNATION CASE NO. 60S10942; THENCE CONTINUING NORTHEASTERLY ALONG THE LAST DESCRIBED LINE 25.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE, 25.0 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE 29.414 FEET TO THE POINT OF INTERSECTION WITH A LINE 553.0 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4; THENCE EAST ALONG SAID LINE 553.0 FEET SOUTH OF AND PARALLEL 151.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 60.70 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES, 07 MINUTES, 30 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE, 261.29 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 213.47 FEET TO THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AS PER CONDEMNATION CASE NO. 60S10942; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE AND AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 201.83 FEET TO THE POINT OF BEGINNING IN OWNERS SUBDIVISION OF THE NORTHEAST FRACTION 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 11 AND PART OF LOT 1 IN ASSESSORS DIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 11 AND ALL OF LOTS 2, 3 AND 4 IN ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION AND OF THE SOUTH 6.19 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION, EAST OF THE CENTER LINE OF MILWAUKEE AVENUE, ALL IN COOK COUNTY, ILLINOIS;

continued....

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## PARCEL 2:

THAT PART OF LOT 4 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 4, 575.0 FEET NORTHWESTERLY OF THE SOUTHWEST CORNER THEREOF; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO SAID SOUTHWESTERLY LINE OF SAID LOT 4, 80.0 FEET; THENCE SOUTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE 25.0 FEET; THENCE NORTHEASTERLY ALONG A LINE DRAWN PERPENDICULARLY TO THE LAST DESCRIBED LINE, 29.414 FEET TO THE POINT OF INTERSECTION WITH A LINE 553.0 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOT 4; THENCE EAST ALONG SAID LINE 553.0 FEET SOUTH OF AND PARALLEL, 151.0 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 60.70 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 34 DEGREES 07 MINUTES 30 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED LINE, 261.79 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND TO BE DESCRIBED HEREIN; THENCE CONTINUING NORTHWESTERLY ALONG THE LAST DESCRIBED LINE 122.0 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 175.0 FEET OF SAID LOT 4 (AS MEASURED PERPENDICULARLY TO THE NORTH LINE OF SAID LOT 4) SAID POINT BEING 285.12 FEET EAST OF THE CENTER LINE OF GREENWOOD AVENUE (AS MEASURED ALONG THE SOUTH LINE OF THE NORTH 175.0 FEET AFORESAID); THENCE WEST ALONG THE SOUTH LINE OF THE NORTH 175.0 FEET AFORESAID, 233.21 FEET TO THE EASTERLY LINE OF GREENWOOD AVENUE AS PER DOCUMENT 11200347; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID GREENWOOD AVENUE, 65.71 FEET TO ITS INTERSECTION WITH THE NORTHEASTERLY LINE OF MILWAUKEE AVENUE AFORESAID; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE, 190.37 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE 213.47 FEET TO THE PLACE OF BEGINNING, IN OWNERS SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE EAST 1/2 OF THE NORTHWEST FRACTIONAL QUARTER OF SAID SECTION 11 AND PART OF LOT 1 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SAID SECTION 11 AND ALL OF LOTS 2, 3 AND 4 IN ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION AND THE SOUTH 6.19 ACRES OF THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION; EAST OF THE CENTER LINE OF MILWAUKEE AVENUE, ALL IN COOK COUNTY, ILLINOIS;

## PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AFORESAID, AS CREATED BY ASSIGNMENT AND ASSUMPTION AGREEMENT DATED MAY 15, 1974 AND RECORDED MAY 17, 1974 AS DOCUMENT 22720585 MADE BY AND BETWEEN J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, AS ASSIGNOR, AND MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, AS ASSIGNEE, AND AMENDED BY ASSIGNMENT AND ASSUMPTION AGREEMENT DATED SEPTEMBER 3, 1975 AND RECORDED SEPTEMBER 25, 1975 AS DOCUMENT 23234407 MADE BY AND BETWEEN MONTGOMERY WARD DEVELOPMENT CORPORATION, A DELAWARE CORPORATION, AS ASSIGNOR, MONTGOMERY WARD & CO., INCORPORATED, AN ILLINOIS CORPORATION, AS ASSIGNEE, AND J. C. PENNEY PROPERTIES, INC., A DELAWARE CORPORATION, AS TENANT, TO USE A DRIVEWAY HAVING A WIDTH OF APPROXIMATELY 54 FEET LOCATED SOUTH OF AND ADJOINING PARCEL 1 AFORESAID, WHICH DRIVEWAY IS DESCRIBED AS FOLLOWS, TO WIT:

THE NORTHERLY 54.00 FEET, MORE OR LESS, AS MEASURED ON THE EAST LINE) OF THAT PART OF LOT 1 IN HARBOR TREES SUBDIVISION OF PART OF LOT 4 IN OWNER'S SUBDIVISION OF PART OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1971 AS DOCUMENT 21750076, LYING WEST OF THE EAST LINE OF PARCEL 1 AFORESAID EXTENDED SOUTH 54.00 FEET, IN COOK COUNTY, ILLINOIS.

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