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343
FIRST AMERICAN TITLE
CC 03230 DB

THIS INSTRUMENT WAS PREPARED BY:

Cheryl Doman
500 W. Madison
Chicago, IL 60661

LOAN#: 010094493

ASSIGNMENT OF RENTS

CITIBANK 

Real Estate Group
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 October 8, 1997 and known as Trust No. 600334-04, in consideration of a loan in the amount of

TWO HUNDRED FORTY THOUSAND AND NO/100-----

dollars (\$240,000.00)

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:

PARCEL 1:

ALL THAT PART OF LOTS 1033 TO 1041, BOTH INCLUSIVE, TAKEN AS A TRACT, IN BRICKMAN MANOR, FIRST ADDITION, UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID TRACT AND RUNNING THENCE SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 167.83 FEET TO A POINT FOR A

more commonly known as:

CONTINUED

1175 Boxwood
Mt. Prospect, Illinois 60056

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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, 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 October 10th, A.D., 19 97

TRUSTEE: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

not personally, but as trustee as aforesaid

ATTEST

Attestation not required by American National Bank and Trust Company of Chicago by laws.

By: _____
Its: _____

By: Susan Mack
Its: Trust Officer

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STATE OF ILLINOIS)
) SS:
COUNTY OF Cook)

I, _____, a Notary Public in and for the said County in the State aforesaid,
Do HEREBY CERTIFY THAT Susan Meek, Trust Officer, personally known
to me to be the _____ President and _____ Secretary
respectively of American National Bank & Trust Company
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 16 day of October, A.D., 1997.

My Commission Expires:

4-5-98

Christina M. Spiratos
Notary Public



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CONTINUATION OF LEGAL DESCRIPTION

PLACE OF BEGINNING; THENCE CONTINUING SOUTH ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 50.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 86.50 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 12.68 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 71.25 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 11.00 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 31.78 FEET TO THE WESTERLY LINE OF SAID TRACT; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID TRACT, A DISTANCE OF 63.91 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 102.55 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 22.00 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 71.25 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID TRACT, A DISTANCE OF 32.68 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, A DISTANCE OF 86.50 FEET TO THE PLACE OF BEGINNING.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE PLAT AND GRANT OF EASEMENTS RECORDED MARCH 13, 1972 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 21834571.

TAX I.D. NUMBER 03-27-403-041-0000

INITIALS: S.B.
J.S.

