97201620

DEPT-01 RECORDING

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- . T#0012 TRAN 4405 03/24/97 14:45:00
 - \$6643 + CG *-97-201620
 - COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY:

Mach to

Esther Hartan 500 W. Madison Chicago, IL 60661

LOAN#: 010094236

ASSIGNMENT OF RENTS

7646819 1970127535K 3015

CITIBAN(O"

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

THE CHICAGO TRUST COMPANY

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evidenced by a promissory note and secured by a mortgage, both instruments bearing ever date herewith, and other good and valuable consideration, does hereby sell, assign, transfer and set over unto Citiban's, Federal Savings Bank, a corporation organized and existing under the laws of the United States, or to its successors and ansigns, (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:

LOT 10 IN THE MAPLES PLAT OF PLANNED UNIT DEVELOPMENT IN THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 28, 1978 AS DOCUMENT 24422957 AND CERTIFICATE OF CORRECTION RECORDED JULY 10, 1980 AS DOCUMENT 25509964, IN COOK COUNTY, ILLINOIS.

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AS SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS RECORDED MARCH 21, 1980 AS DOCUMENT 25398981, FOR INGRESS AND EGRESS, IN COOK COUNTY, CONTINUED

more commonly known as:

1542 Norway Palatine, Illinois 60074 BOX 333-CTI

PACIR I

201620

Para the state of

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 insurar ce premiums which may in its judgment be deemed proper and advisable, and the undersigned does hereby ratify and confir nell 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 Londer 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 under signed 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, undertaking, 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 expresse of the powers conferred upon it as such Trustee, and no personal liability or personal responsibility is assumed by, not 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 Ports O described, and the avails, issues and profits thereof or therefrom.

IN WITNESS WHEREOF. THE CHICAGO TRUST COMPANY

	ustee as aforesaid, has cau ate scal to be hercunto affi	used these presents to be signed by its ixed and attested by its Secretary this	
Day of March 18th	, A.D., 19 97	TRUSTEE: THE CHICAGO TRUST COMPANY	
		See attached rider TCTC 10	
		not personally, but as trustee as aforesaid	
ATTEST		μ σ	
Ву:		Ву:	
Its:		Its:	

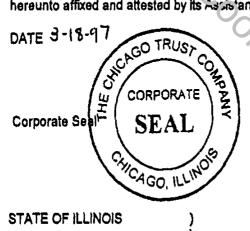
и (3	STATE OF ILLINOIS)) SS:		
りゅうかいまわれり	COUNTY OF)		
	I, Do HEREBY CERTIFY THAT to me to be the respectively of in which name, as Trustee, the above and foregoing acknowledged that they signed and delivered the se voluntary act of said corporation, as Trustee as a the corporate seal of said corporation to be theret	President and instrument is executed, app aid instrument as their free foresaid, for the uses and p	and voluntary act and as the free and
	GIVEN under my hand and Notarial Seal th	is day of	, A.D.,19 .
	9000		
	My Commission Expires:		Notary Public
		Of Collying (

PAGE 3

EXECUTION WITH EXCULPATORY CLAUSE FOR THE CHICAGO TRUST COMPANY, TRUSTEE UNDER TRUST # 1104602 ATTACHED TO THAT DATED March 18, 1997 TO

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conformed upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Chicago Trust Company. on account of this incurrent or on account of any warranty, indemnity, representation, covenant or agreement of the said irustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

IN WITNESS WHEREOF, The Chicago Trust Company, not personally, but as Trustee as aforesaid. has caused these presents to be agned by its Assistant Vice President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.



The Chicago Trust Company.

as Trustee Foresaid and not personally,

Vice President

Attest: Assistant Servin ary

COUNTY OF COOK SS. I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEKEB / CERTIFY, that the above named Assistant Vice Fresident and

Assistant Secretary of The Chicago Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that hey signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

OFFICIAL SEAL" Marylou Estrada **Ac. State of litinois** ission Expires 3/12/9

> Volanti Saa A WOTARY LTR

Given under my hand and Notarial Seal this March

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day

1997

Maylon Esteada

Property of Cook County Clerk's Office

OFFICIAL SEAL*
Marylou Estrada
Metar Picke, State of Hinology
The Commission Expire 3/17/39

CONTINUATION OF LEGAL DESCRIPTION

ILLINOIS.

TAX I.D.#02-12-206-050-0000

Property of Cook County Clerk's Office

INITIALS: TCTC

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