DEPT-01 RECORDING

T\$0012 TRAN 4968 05/05/97 11:35:00 4783 + CG *-97-312657

COOK COUNTY RECORDER

HIS INSTRUMENT WAS PREPARED BY:

Josephine P. Fuguan 500 W. Madison Chicago, IL 60661

LOAN#: 010094293

ASSIGNMENT OF RENTS

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

Cosmopolitan bank & Trust Successor Trustee to First Bank of Oak Park

County of Oak Park

Cook

and State of

of the of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated December 1, 1991

and known as Trust No. 13493 , in consideration of a lan in the amount of

TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100

dollars(\$225,000.00

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 Citibaid, Federal Savings Bank, a corporation organized and existing under the laws of the United States, or to its successors and as signs, thereinafter referred to as the Lender), all rents, issues and profits now due and which may hereafter become due var' at or by virtue of any lease, whether written or verbal and whether now existing or hereafter executed, or any letting of in any agreement for the use or occupancy of any part of the following described premises:

PARCEL 1:

LOT 17 IN F.R. MCKENZIE JR'S HANOVER TERRACE SUBDIVISION OF PARTS OF SECTIONS 35 AND 36, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 16, 1969 AS DOCUMENT NUMBER 20842837 IN COOK COUNTY, ILLINOIS.

PARCEL2:

EASEMENT FOR BENEFIT OF PARCEL 1 AS SHOWN ON F.R. MC KENZIE'S JR'S HANOVER CONTINUED more commonly known as:

2335 Glendale Terrace Hanover Park, IL 60103 BOX 333-CTI

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CITIBANK FORM 35968

Proberty of Cook County Clerk's Office

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 NOTÉ 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 insure 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 greed 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 express 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 bareof, and by all persons claiming by or through or under said parties or holders, and any of said parties or holders shall lock solely to the real estate herein described, and the avails, issues and profits thereof or thereform.

IN WITNESS WHEREOF, Cosmopolitan bank & Trust Successor Trustee to Parst Bank of not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer President and its corporate seal to be kereunto affixed and attested by its Land Trust Admignity by this

Day of April 21st

, A.D., 19 97

IN DUPLICATE

TRUSTEE: Cosmopolitan bank & Trusc Successor Trustee to First Bank of Vak Park

not personally, but as trustee as aforesaid

and Trust Adm.

Trust Officer

DAGE 2

9731265

CITTELIKK PORM 3536F

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STATE OF ILLINOIS

SS:

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COUNTY OF COOK

Kimberly Borkus , a Notary Public in and for the said County in the State aforesaid, To HEREBY CERTIFY THAT Leonard E. Musich , personally known President and Judith E. Lewis, Land Trust to me to be the Trust Officer **SECRETERY**X

respectively of Cosmopolitan Lank and crust in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and in which name, as Trustee, the above and foregoing instrument as their free and voluntary act and as the free and respectively of Cosmopolitan Eank and Trust 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 22nd

day of April

, A.D., 19 97 .

My Commission Expires:

KIMBFREY ANN BORKUS Notary Public, State of lilinois My Commission Expires 10-23-98 Cook County Clerk's Office

Notary Public

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JOINDER OF BENEFICIARY

The undersigned, being the owners of one hundred percent (100%) of the beneficial interest in and being the sole beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents, hereby consents to and joins in the terms and conditions of the foregoing Assignment of Rents, intending hereby to bind any interest the undersigned or the undersigned's successors or assigns may have in the premises described in the foregoing Assignment of Rents, as fully and with the same effect as if the undersigned were named as the Assignor in the said Assignment of Rents solely for the purposes therein set forth.

DATED: Beneficiary ciary County Clerk's Office

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CONTINUATION OF LEGAL DESCRIPTION

TERRACE SUBDIVISION RECCRDED MAY 16, 1969 AS DOCUMENT NUMBER 20842837 AND REFERRED TO IN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED OCTOBER 16, 1969 AND RECORDED NOVEMBER 19, 1969 AS DOCUMENT NUMBER 21017098 AND MODIFIED BY AN INSTRUMENT WITH PLAT OF EASEMENTS MARKED EXHIBIT 'A' ATTACHED THERETO AMENDING THE PLAT OF HANOVER TERRACE SUBDIVISION AFORESAID RECORD APRIL 10, 1970 AS DOCUMENT NUMBER 21132384 AND AS CREATED BY DEED RECORDED MAY 26, 1970 AS DOCUMENT 21167876, FOR INGRESS AND EGRESS, DRIVEWAY AND PARKING, OVER THE "EASEMENT AREAS" DEPICTED ON THE PLAT OF EASEMENTS MARKED EXHIBIT "A" ATTACHED TO DOCUMENT NUMBER 21132384 (EXCEPT THAT PART FALLING IN PARCIT. 1) IN COOK COUNTY, ILLINOIS.

TAX I.D.\$ 06-36-3/1-026-0000

INITIALS

明清軍軍軍事學者為公司司

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