1998-06-02 12:32:06

Contract Reserve

THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan 500 W. Madison Chicago, 11, 60661

LOAN#: 010094748

ASSIGNMENT OF RENTS

CITIBAN(

Roal Estato Group 500 Wost Madison Chicago, Illinois 60601 Telophono (1 312 627 3900)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

LASALLE NATIONAL BANK AS SUCCESSOR TRUSTER TO LASALLE NATIONAL TRUST, N. A.

of the CILV υľ Chicago County of Cook and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated - JABURY 9, 1987 and known as Trust No. 111983 , in consideration of a loan in the amount of SEVEN HUNDRED TEN THOUSAND AND NO/100-----dollars 7710,000.00 evidenced by a promissory note and secured by a mortgage, both instruments bearing even date berewith, and other good and valuable consideration, does hereby sell, assign, transfer and set over unto Citibank, Coderal Sayings Bank. a corporation organized and existing under the laws of the United States, or to its successors ar Lessigns, thereinafter referred to as the Lender), all rents, issues and profits now due and which may hereafter become due ander or by virtue of any lease, whether written or verbal and whether now existing or hereafter executed, or any letting of ar any agreement for the use or occupancy of any part of the following described premises: PARCEL 1:

LOT 34, 35 AND 36, IN VOLLMER'S SUBDIVISION OF LOTS 3, 4, 5, 6, 7, 8, AND OF LOT 2, (EXCEPT THE NORTH 53.06 FEET THEREOF) IN TOWN OF BOWMANVILLE BEING BOWMAN'S SECOND SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

more commonly known as:

5139-49 North Lincoln Avenue Chicago, 11 60625 CONTINUED

TO STATE OF THE PROPERTY OF TH

Property 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 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 heretefore 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 Londor 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 Londor, 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 insulated promisms which may in its judgment be deemed proper and advisable, and the undersigned does hereby ratify and confirmed that the Londor 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 Londor 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 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 small 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 should be all persons claiming by or through or under said parties or holders, and any of said parties or holders should be solely to the real estate herein described, and the avails, issues and profits thereof or therefrom.

IN WITNESS WHEREOF, LASALLE NATIONAL BANK AS SUCCESSOR TRUSTER TO LASALLE NATIONAL not personally but as Trustee as aforesaid, has caused these presents to be signed by its TPUST, N. A. Services President and its corporate seal to be hereunto affixed and attested by its Becetary this

Day of May 22nd

, A.D., 19 98

TRUSTEE: LASALLE HATIONAL BANK AS SUCCESSOR TRUSTEE TO LASALLE HATIONAL TRUST, N. A.

not personally, but as trustee as aforesaid

ATTEST

ASSISTANT SECRETARD

___ /1

Property of County Clerk's Office

UNOFFICIAL COPY458145 STATE OF ILLINOIS SS: COUNTY OF Line 1st 1. The Condense of the Annual County in the State aforesaid, Do HEREBY CERTIFY THAT JOSEPH W. Lidle Good Annual Annual County in the State aforesaid, Annual County in the State aforesaid, Do HEREBY CERTIFY THAT JOSEPH W. Lidle Good Good County in the State aforesaid. to me to be the ASSISTANT SECRETARS Secretary respectively of in which name, as Trustee, the above and foregoing instriment 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 emporation to be thereto affixed. GIVEN under my hand and Notarial Seal this 29 day of May . A.D., 1998. Greaten C. Syc. My Commission Expires: KATHLEEM E. BYE
NOTARY PUBLIC STATE OF ILLINOIS
MY Commission Bydyna 100000 My Commission Expires 10/23/99 The Clark's Office

Property of Cook County Clerk's Office

CONTINUATION OF LEGAL DESCRIPTION

THE SOUTH 24.21 FEET OF THE NORTH 53.06 FEET OF THAT PART LYING WEST OF THE EAST LINE EXTENDED NORTH OF LOTS 34, 35, AND 36 IN VOLLMER'S SUBDIVISON AFORESAID OF LOT 2 IN THE SAID TOWN OF BOWMANVILLE, ALL IN COOK COUNTY, ILINOIS.

PIN: 13-12-401-004-0000 AND 13-12-401-003-0000

Property of Cook County Clerk's Office

INTTIALS:
.PP in a to be placed on many
ad 8 मिनले ४ २००० र विकासा-स्थानिकामुक्त्युम्पेत की साथ स्थानी को सुक्रम्
بالمراجعة والمراجعة

THTHANK FORM 3596B

PAGE 5

Proberty of Cook County Clerk's Office