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#### **UNOFFICIAL COPY**

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- . DEPT-01 RECORDING
- . T\$0009 TRAN 3250 07/24/98 09
- . \$7230 \$ RC #-98-64
- COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY.

Tanny Terrell 500 W. Madrown Chicago, II. 60661

LOAN#: 010094902

#### ASSIGNMENT OF PENTS

CITIBAN( •

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned.

CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO THE CHICAGO TRUST COMPANY

evidenced by a promissory note and secured by a mortgage, both instruments become even date herewith, and other go and valuable consideration, does hereby sell, assign, transfer and set over anto Citibank, Federal Savings Ban a corporation organized and existing under the laws of the United States, or to its signessors and assigns, theremaft referred to as the Lender), all rents, issues and profits now due and which may hereafter become due under or by victue any lease, whether written or verbal and whether now existing or hereafter executed, or any letting of or any agreeing for the use or occupancy of any part of the following described premises:

LOTS 23 AND 24 IN BLOCK : IN BROOK'S AND LUND'S SUBDIVISION OF THE EAST TO ACRES OF THE NORTHWEST : 1 OF THE SOUTHWEST : 1 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLIANOIS.

PIN #13 25-303-038-0000

more commonly known as:

2700-20 N. Sacramento 3008-10 W 333-CTI Chicago, 10 60647

CHRANK COLSE LICE

IT IS UNDERSTOOD AND AGREED THAT THE LENDER WILL NOT EXERCISE ANY OF ITS RIGHTS UNDERTHIS ASSIGNMENT UNTIL AFTER DEFAULT UNDER THE TERMS OF THE AFORESAID PROMISSORY NOTE AND MORTGAGE.

It is the intention of the under signed hereby to establish an absolute transfer and assignment of all such leases and agreements and all the avails thereunder unto the Leinder, 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 in revocably 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 feature indebtedness or hability 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 appropriate premiums which may in its judgment be deemed proper and advisable, and the undersigned does hereby ratify and ecofern all that the Lender may do by victue hereof. This assignment shall be binding upon and mure to the benefit of the heres, 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 tally past, at which time this assignment shall terminate.

The fadure of the Lender to exercise any right which a might exercise hereunder shall not be deemed a waiver by the Lender of its right of exercise thereafter.

THIS ASSIGNMENT is executed by the reder signed Trustee, not personally but as Trustee under the terms of the aforesaid Trust Agreement, and it is expressly nederated and agreed by the parties hereto, anything herem to the contrary notwithstanding, that each and all of the covenants, under takings and agreements before made are made and intended, not as personal covenants, undertakings and agreements of the Trustee acting solety in the exercise of the powers conferred upon it as such Trustee, and no personal hability 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 agence, employee of the said Trustee, on account hereof, or on account of any covenant, undertaking or agreement herein contained, other 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, CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR TRUSTEE TO THE not personally but as Trustee as aforesaid, has caused these presents to be signed by as

President and its corporate seal to be hereunto affixed and attested by its

Secretary this

Day of June 11th A.D., 19 98

TRUSTEE: CHICAGO TITLE LAND TRUST COMPANY AS SUCCESSOR

See attached rider

not personally, but as trustee as afovesaid

ATTEST				
Ву:		By:		

HS:

CHIBANKTOLM COO

lts: ....

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UNOFFICIAL COPY STATE OF ILLINOIS COUNTY OF 1.

a Notary Public in and for the said County in the State aforesaid Do REREBY CERTIFY THAT , personally knowi to me to be the President and Secretary respectively of

in which name, as Trustee, the above and foregoing instrument is executed, appeared before me this day in person and owle.

Mary ac.

COPPEN under any r.

My Commission Expires:

Of Column Clarks Office 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

, . ,

#### JOINDER OF BENEFICIARY

The undersigned, being the owners of one hundred percent (100%) of the beneficial interest in and being the solution beneficiaries of the Trust which is the Assignor under the foregoing Assignment of Rents, hereby consents to and join 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, fully and with the same effect as if the undersigned were named as the Assignor in the said Assignment of Rents sole for the purposes therein set forth.

DATED:	
DW (PD)	
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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST HOSTLATTACHED TO AND MADE A PART OF THE Assignment DATED June 11, 1998 TO CITIBANK

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 an its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal linbility or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Date - Wine 11, 1448

CHICAGO TITLE LAND TRUST COMPANY, as Trustee

Under Trust No. 11659ヒア

By

Attest By:

State of Illinois County of Cook

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of CHICAGO TITLE LAND 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 they signed and delivered the said instrument as their own free and voluntary act and as the free paid voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that the 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.

Given under my hand and Notarial Scal this 29th day of Jone, 1998.

"OFFICIAL SEAL" TEREBA WESCLITZ Notary Public, State of Illinois My Commission Expires 3/12/02

NOTARY PUBLIC