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DEFT-01 RECORDING

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- \$3670 \$ RC \*-98-715271
  - COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY:

Tanny Terrell 500 W. Madison Chicago, IL 60661

LOAN#: 010095000

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,

BANCO POPULAR, ILLINOIS

of the

and known as Trust No.

of

Chicago

Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated AUGUST 5, 1998

, in consideration of a loon in the amount of

26721 TWO HUNDRED SIXTY TWO THOUSAND FOUR HUNDRED AND NO/100-----

dollars(\$2 52,400.00

evidenced by a promissory note and secured by a mortgage, both instruments bearing even it to herewith, and other good and valuable consideration, does hereby sell, assign, transfer and set over unto Citibank, reveral Savings Bank, a corporation organized and existing under the laws of the United States, or to its successors and a signs, (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:

THE EAST 36.0 FEET AND THE EAST 44.50 FEET OF THE NORTH 84.0 FEET OF LOT 1 IN BLOCK 6 IN RIVER GROVE ESTATES, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #12-26-206-045-0000

more commonly known as:

8357 W. O'Connor Drive River Grove, IL 60171

BOX 333-CTI

# STORT FOR IN

Property of County Clerk's Office

# 98715271

#### **UNOFFICIAL COPY**

IT IS UNDERSTOOD AND AGREED THAT THE LENDER WILL NOT EXERCISE ANY OF ITS RIGHTS  $\frac{1}{2}$  UNDER THIS ASSIGNMENT UNTIL AFTER DEFAULT UNDER THE TERMS OF THE AFORESAID PROMISSORY  $\frac{1}{2}$  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 confirmal 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 therea ter.

THIS ASSIGNMENT is executed by the understanded Trustee, not personally but as Trustee under the terms of the aforesaid Trust Agreement, and it is expressly understanded 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, 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 described, and the avails, issues and profits thereof or therefrom.

IN WITNESS WHEREOF, BANCO POPULAR, ILLINOIS

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 August 6th

, A.D., 19 98

TRUSTEE: BANCO POPULAR, ILLINOIS

ATTEST

Laura Hughne Assistant

. As

but as trustee as aforesaid

C+ - JDHOT DEELOED

Property or Cook County Clerk's Office

			•
STATE OF ILLINOIS	) ) SS:		
COUNTY OF Cook	)		
the undersign Do HEREBY CERTIFY That me to be the Asst. respectively of	IAT Jane B. Zakrz		aid County in the State aforesaid, , personally known shes Secretary
in which name, as Trustee, t acknowledged that they sign	ned and delivered the said in ation, as Trustee as aforess	strument as their free and vaid, for the uses and purpos	before me this day in porson and voluntary act and as the free and ses therein set forth, and caused
GIVEN under my han	d and Notarial Seal this 1	Oth day of August	, A.D.,1998 .
My Commission Expires:	O.X.	Lowy	Bennett
			Notary Public
2/10/02	Ox		

OFFICIAL SEAL
TONI Y BENNETT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/10/02

Property of County Clerk's Office