

THIS INSTRUMENT WAS PREPARED BY: *Amended*  
Tanny Terrell  
500 W. Madison  
Chicago, IL 60661

LOAN#: 010095048

ASSIGNMENT OF RENTS

**CITIBANK**®

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

ALBANY BANK & TRUST COMPANY, N.A.

of the City of Chicago County of Cook and State of Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated AUGUST 6, 1998 and known as Trust No. 11-5442, in consideration of a loan in the amount of ONE MILLION TWO HUNDRED FORTY THOUSAND AND NO/100-----

----- dollars(\$1,240,000.00) 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 Citibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, or to its successors and assigns, (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:

THAT PART OF THE NORTH 9.87 CHAINS OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SAID NORTH 9.87 CHAINS, 143.0 FEET (AS MEASURED ALONG SAID SOUTH LINE), WEST OF THE WESTERLY LINE OF CALDWELL AVENUE; THENCE EAST ALONG SAID SOUTH LINE 143.0 TO THE WESTERLY LINE OF CALDWELL AVENUE; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF CALDWELL AVENUE, A DISTANCE OF 245 FEET (CHORD MEASURE); THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE WHICH, IF EXTENDED, WOULD INTERSECT THE

CONTINUED

more commonly known as:

7900,7910, 7920 N. Caldwell  
Niles, IL 60714

7749107/PLG. D2 5045

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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 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 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 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 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, 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 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, ALBANY BANK & TRUST COMPANY, N.A.

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 hereunto affixed and attested by its VICE PRESIDENT ~~Secretary~~ this

Day of August 25th, A.D., 19 98

TRUSTEE: ALBANY BANK & TRUST COMPANY, N.A.

not personally, but as trustee as aforesaid

ATTEST

By: Richard H. Jones

Its: VICE-PRESIDENT

By: Paul H. Jones

Its: TRUST OFFICER

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STATE OF ILLINOIS )

) SS:

COUNTY OF )

*The undersigned*, a Notary Public in and for the said County in the State aforesaid,  
 Do HEREBY CERTIFY THAT *FRANCOIS J. KARL*, personally known  
 to me to be the *TRUSTEE* *President* and *RICHARD CORNEZ* *Secretary*  
 respectively of *AGRICULTURAL BANK AND TRUST COMPANY* *VICE PRESIDENT*  
 in which name, as Trustee, the above and foregoing instrument 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 corporation to be thereto affixed.

GIVEN under my hand and Notarial Seal this *27<sup>th</sup>* day of *August*, A.D., 19 *98*

My Commission Expires:

*Dorothy Leyva*  
 \_\_\_\_\_  
 Notary Public



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## PARCEL 1:

THAT PART OF THE NORTH 9.87 CHAINS OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE SAID NORTH 9.87 CHAINS, 143.0 FEET (AS MEASURED ALONG SAID SOUTH LINE), WEST OF THE WESTERLY LINE OF CALDWELL AVENUE; THENCE EAST ALONG SAID SOUTH LINE 143.0 TO THE WESTERLY LINE OF CALDWELL AVENUE; THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF CALDWELL AVENUE, A DISTANCE OF 245 FEET (CHORD MEASURE); THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE WHICH, IF EXTENDED, WOULD INTERSECT THE SOUTH LINE OF SAID NORTH 9.87 CHAINS AT A POINT 408 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE WESTERLY LINE OF CALDWELL AVENUE A DISTANCE OF 81 FEET; THENCE SOUTHEASTERLY 109 FEET MORE OR LESS TO A POINT 62 FEET NORTH OF THE POINT OF BEGINNING, SAID 62 FEET BEING MEASURED ALONG A LINE DRAWN THROUGH THE POINT OF BEGINNING AND AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTH 9.87 CHAINS; THENCE SOUTH 62 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THAT PART OF THE NORTH 9.87 CHAINS OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF CALDWELL AVENUE 245 FEET (CHORD MEASURE) NORTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF SAID NORTH 9.87 CHAINS: WITH THE WESTERLY LINE OF CALDWELL AVENUE; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE WHICH IF EXTENDED WOULD INTERSECT THE SOUTH LINE OF SAID NORTH 9.87 CHAINS AT A POINT 408 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE WESTERLY LINE OF CALDWELL AVENUE A DISTANCE OF 81 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED CONTINUING THENCE SOUTHWESTERLY ALONG THE EXTENSION OF THE LAST DESCRIBED 81 FEET IN A DISTANCE OF 253 FEET MORE OR LESS TO SAID POINT ON THE SOUTH LINE OF SAID NORTH 9.87 CHAINS WHICH IS 408 FEET WEST OF THE WESTERLY LINE OF CALDWELL AVENUE; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 9.87 CHAINS A DISTANCE OF 265 FEET TO A POINT 143 FEET WEST OF THE WESTERLY LINE OF CALDWELL AVENUE; THENCE NORTH AT RIGHT ANGLES TO THE SOUTH LINE OF SAID NORTH 9.87 CHAINS A DISTANCE OF 62 FEET; THENCE NORTHWESTERLY 109 FEET MORE OR LESS TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

THAT PART OF THE NORTH 9.87 CHAINS OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WESTERLY LINE OF CALDWELL AVENUE 245 FEET (CHORD MEASURED) NORTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF

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SAID NORTH 9.87 CHAINS WITH THE WESTERLY LINE OF CALDWELL AVENUE; THENCE SOUTHWESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 334 FEET MORE OR LESS TO A POINT ON THE SOUTH LINE OF SAID NORTH 9.87 CHAINS WHICH IS 408 FEET (AS MEASURED ALONG SAID SOUTH LINE) WEST OF THE WESTERLY LINE OF CALDWELL AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH 9.87 CHAINS A DISTANCE OF 119.02 FEET TO THE CENTER LINE OF THE NORTH BRANCH OF THE CHICAGO RIVER; THENCE NORTHEASTERLY 418 FEET MORE OR LESS TO A POINT ON THE WESTERLY LINE OF CALDWELL AVENUE 315 FEET (CHORD MEASURE) NORTHWESTERLY OF THE INTERSECTION OF THE SOUTH LINE OF SAID NORTH 9.87 CHAINS WITH THE WESTERLY LINE OF CALDWELL AVENUE; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF CALDWELL AVENUE 70.5 FEET MORE OR LESS (CHORD MEASURE) TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 4:

THAT PART OF SAID NORTH 9.87 CHAINS DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWESTERLY CORNER OF THE PARCEL 3 HEREINBEFORE DESCRIBED THENCE NORTHEASTERLY TO THE NORTHERLY LINE THEREOF A DISTANCE OF 20 FEET MORE OR LESS TO A POINT ON THE EASTERLY BANK OF THE CHICAGO RIVER, AND THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINBEFORE DESCRIBED; THENCE NORTHWESTERLY ON SAID EASTERLY BANK, A DISTANCE OF 61.01 FEET; THENCE DUE EAST 94.68 FEET TO A POINT ON THE NORTHERLY LINE OF THE PARCEL 3 HEREINBEFORE DESCRIBED; THENCE SOUTHWESTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL 3 A DISTANCE OF 98.25 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS

PIN #10-30-200-015-0000 1 OF 4  
10-30-200-016-0000 2 OF 4  
10-30-200-017-0000 3 OF 4  
10-30-200-021-0000 4 OF 4

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