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1998-09-16 11:00:37

The County Secretary

( ), (

THIS INSTRUMENT WAS PREPARED BY:

Tanny Terrell 500 W. Madison Chicago, IL 60661

LOAN#: 010095054

ASSIGNMENT OF RENTS

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CITIBAN(O

Real Estate Group 500 West Madison Chicago, Illinois 60661 Telephone (1 312 527 3900)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

CHICAGO TITLE LAND TRUST COMPANY

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 ander 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 SOUTH 8 FEET OF LOT 23 AND ALL OF LOT 24 IN BLOCK 50 IN KEENEY'S ADDITION TO PENNOCK, A SUBDIVISION OF THE SOUTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN #13-34-215-042-0000

more commonly known as:

4034-4042 W. Palmer Chicago, IL 60634

701 773-CT

Property or Cook County Clerk's Office

#### UNOFFIGME COPY

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 understanding 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, CHICAGO TITLE LAND TRUST COMPANY 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

rresident and its corporate sear to be necessition arrives	and attended by the		
Day of August 27th , A.D., 19 98	TRUSTEE: CHICAGO TITLE LAND TRUST COMPANY		
	not personally, but as trustee as aforesaid		
ATTEST			
By:	By:		
Its:	Its:		

Aroperty of Cook County Clerk's Office

STATE OF ILLINOIS	)		000000	
COUNTY OF COOK	) SS: )			
I, Do HEREBY CERTIFY THE to me to be the respectively of in which name, as Trustee, th acknowledged that they signs voluntary act of said corpora the corporate seal of said cor	AT  e above and foregoing ins ed and delivered the said ation, as Trustee as afor	President and strument is execut instrument as the esaid, for the uses	ed, appeared before m eir free and voluntary	act and as the free and
GIVEN under inv hand	and Notarial Seal this	4 FT+ day of	SEPTEMBERA.	D.,19 <i>4</i> 8.
My Commission Expires:	O/X			
	O <sub>x</sub>	County S	*Cotto	

Property of County Clerk's Office

EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST 1106 2 6 2 ATTACHED TO AND MADE A PART OF THE

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BP-FC-B DATED

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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 in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability 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: 4-4. 27, 1938

CHICAGO TITLE LAND TRUST COMPANY, as Trustee

Under Trust No. 1166 383

Assistant V

Attest: By:

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 and 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.

CHICAGO

Given under my hand and Notarial Seaf this

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31st day or Luguet, 1996.

LAND TAUS

"OFFICIAL SEAL"
KE VIN M. DONLAN
Notary Public State of Illinois
My Commission Expires 5/22/02

NOTARY PUBLIC

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