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 - COOK COUNTY RECURDER

THIS INSTRUMENT, WAS PREPARED BY:

Theodora Gruztewski 500 W. Madison Chicago, II. 60661

DOAN#: 010094957

ASSIGNMENT OF RENTS

CITIBANCO

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

FIRST NATIONAL BANK OF MORTON GROVE

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 onto Chart Federal Savings Bank, accorporation organized and existing under the laws of the United States, or to its successors and assigns, (hereinafter referred to as the Lender), all reats, issues and profits now due and which may hereafter become accounter 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:

LOTS 1, 2, 3 AND THE EAST 10 FEET OF LOT 4 IN THE SUBDIVISION OF THE SOUTH 1/2 OF LOT 30 IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11 AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P. I. N. 13 12 315 013 0000

more commonly known as:

3001-09 West Cunnison Chicago, Illinois 60625 BOX 333-CTI

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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 natifying 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 insurence premiums which may in its judgment be deemed proper and advisable, and the undersigned does hereby ratify and confirm of 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 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, now 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 salely to the real estate herein described, and the avails, issues and profits thereof or therefrom.

IN WITNESS WHEREOF, FIRST NATIONAL BANK OF MORTON GROVE 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 June 22nd

, A.D., 19 98

TRUSTEE: FIRST NATIONAL BANK OF SEE RIDER ATTACHED HERETO AND EXPRESSLY MADE A PART HEREOF.

not personally, but as trustee as aforesaid

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STATE OF ILLINOIS

) SS:

COUNTY OF

I, a Notary Public in and for the said County in the State aforesaid, personally. Rnown 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 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 Scal this	day of	, A.D. 19
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My Commission Expires:		
My Commission Daylet at		Notary Public
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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS DATED June 22, 1998 UNDER TRUST NO. 98-132

This Assignment of Rents is executed by The First National Bank of Morton Grove, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto anything contained to the contrary notwithstanding that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of the said Trustee nor admission that the said Trustee is entitled to any of the rents, issues or profits under the said trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents issues or profits of or from said trust property. This instrument is executed by The First National Bank of Morton Grove, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee and no personal liability or responsibility shall be assumed by, nor at any time be asserted or exforced against it, its agents or employees, on account hereof, or on account of any premises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by chrough or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that The First National Bank of Morton Grove individually or as Trustee, shall have no obligation to see to the performance or non-performance of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

CORPORATE SEAL

FIRST NATIONAL BANK OF MORTON GROVE As Trustee as aforesaid,

Rv

SENION Authorit Vice-President

Attest

Aubiani Secretary

STATE OF ILLINOIS,) SS. COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HERETY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the FIRST NATIONAL BANK OF MORTON GROVE. Grantor, personally known to me to be the same persons who a same successived to the ioregoing 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 Bank for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate real of said Bank, caused the corporate seal of said Bank 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 Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal

"OFFICIAL SEAL"
CHRISTINE NETHER
NOTARY Public, State of Winols
My Commission Explice Feb. 18, 2001

Christine Nether

0210 6-25-98

Notary Public

98911235

Property of County Clerk's Office

OHRESTON SEAL

OHRESTON SEAL

OHRESTON SEAL OF BROOK

OF COMMENT SEAL

Property of Cook County Clerk's Office