

97-1128

THIS INSTRUMENT WAS PREPARED BY:

Cheryl Doman  
500 W. Madison  
Chicago, IL 60661

LOAN#: 010094566

ASSIGNMENT OF RENTS

**CITIBANK** 

Real Estate Group  
500 West Madison  
Chicago, Illinois 60661  
Telephone (312) 827-3900

(4)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

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 December 23, 1997 and known as Trust No. 123712-09, in consideration of a loan in the amount of SEVEN HUNDRED THOUSAND AND NO/100

dollars(\$700,000.00) 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:

SEE ATTACHED LEGAL DESCRIPTION

TAX I.D. NUMBER: 13-32-400-029-000 VOL. 367

more commonly known as:  
1823 N. Monitor  
Chicago, Illinois 60639

# UNOFFICIAL 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 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, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO 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 December 31st, A.D., 1997

TRUSTEE: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

not personally, but as trustee as aforesaid

ATTEST

By:   
Us: Asst Secy

By:   
Us: ll

# UNOFFICIAL COPY

9502805J

STATE OF ILLINOIS )  
COUNTY OF COOK )

MS:

I, LYNDIA K. HARRIS, a Notary Public in and for the said County in the State aforesaid,  
Do HEREBY CERTIFY THAT J. MICHAEL WHELAN, personally known  
to me to be the VICE President and SECRETARY  
respectively of American National F. I. and T. Company of Chicago  
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 24<sup>th</sup> day of January, A.D., 1918.

My Commission Expires:

Lyndia K. Harris  
Notary Public

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

3802505J

## LEGAL DESCRIPTION:

### PARCEL A:

THAT PART OF LOT 3 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE WEST LINE OF LOT 3 IN SAID KEENEY INDUSTRIAL DISTRICT, BEING THE EAST LINE OF NORTH MONITOR AVENUE, 343.78 FEET NORTH OF THE SOUTH LINE OF LOT 4 IN SAID KEENEY INDUSTRIAL DISTRICT; THENCE NORTH ALONG THE EAST LINE OF NORTH MONITOR AVENUE A DISTANCE OF 160 FEET; THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 503.78 FEET NORTH OF THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 358.03 FEET TO ITS INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF THE LAND CONVEYED TO CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY BY DEED DATED OCTOBER 4, 1932 AS DOCUMENT 11162537; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, BEING A STRAIGHT LINE, A DISTANCE OF 80.09 FEET; THENCE CONTINUING SOUTH EASTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVED LINE CONVEYED SOUTHWESTERLY AND HAVING A RADIUS OF 487.06 FEET, A DISTANCE OF 105.24 FEET, A DISTANCE OF 105.24 FEET (ARC) TO ITS INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 343.78 FEET NORTH OF THE SOUTH LINE OF LOT 4 AFORESAID; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 450.99 FEET TO THE PLACE OF BEGINNING;

ALSO

### PARCEL B:

THAT PART OF LOT 3 IN KEENEY INDUSTRIAL DISTRICT, BEING AN OWNER'S DIVISION IN THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF LOT 3, 41 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 41 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, AND RUNNING THENCE EAST ALONG A LINE DRAWN PARALLEL WITH AND 41 FEET SOUTH OF THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 138.91 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF THE RIGHT OF WAY CONVEYED TO CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD BY SPECIAL WARRANTY DEED RECORDED NOVEMBER 9, 1932 AS DOCUMENT 11162537; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVED LINE CONVEXED NORTHEASTERLY AND HAVING A RADIUS OF 467.52 FEET A DISTANCE OF 308.12 FEET (ARC); THENCE CONTINUING SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, BEING A STRAIGHT LINE TANGENT TO SAID CURVED LINE A DISTANCE OF 8.19 FEET TO AN INTERSECTION WITH A LINE 503.78 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 4 IN SAID KEENEY INDUSTRIAL DISTRICT, THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 358.03 FEET TO AN INTERSECTION WITH SAID WEST LINE OF LOT 3 IN SAID KEENEY INDUSTRIAL DISTRICT; THENCE NORTH ALONG SAID WEST LINE OF LOT 3 A DISTANCE OF 217.66 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.