

97-1163

THIS INSTRUMENT WAS PREPARED BY: Theodora Gruzlewski
500 W. Madison
Chicago, IL 60661

LOAN#: 010094584

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,

Lakeside Bank, as Trustee
as aforesaid, and its Successor

LAKESIDE BANK as Successor Trustee to Hyde Park Bank and Trust

By: [Signature]
Vice President & Trust Officer
and State

of the City of Chicago County of Cook

Illinois, not personally but as Trustee under the provisions of a Trust Agreement dated JUNE 12, 1996 15, 1990
and known as Trust No. ~~10-1767~~ 737 3, in consideration of a loan in the amount of

ONE HUNDRED FORTY THOUSAND AND NO/100-----

dollars \$140,000.00

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:

LOT 9 (EXCEPT THE EAST 17 FEET EAST OF THE SAID LOT TAKEN FOR WIDENING OF MICHIGAN AVENUE) IN BLOCK 5 IN ANNA PRICE'S SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

P. I. N. 20-10-107-025-0000

more commonly known as:

4840-42 South Michigan
Chicago, Illinois 60653

UNOFFICIAL COPY

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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, LAKESIDE BANK

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

(P. Trust Officer)
Secretary this

Day of January 27th, A.D., 1998

30th

TRUSTEE: LAKESIDE BANK

AS SUCCESSOR TRUSTEE TO HYDE PARK BANK and
not personally, but as trustee as aforesaid Trust

ATTEST

By: *[Signature]*
Its: *[Signature]*

By: *[Signature]*
Its: VICE - PRESIDENT & TRUST OFFICER

SEE RIDER ATTACHED HERETO
AND MADE A PART HEREOF.

STATE OF ILLINOIS

COUNTY OF COOK

COOK

SS:

The undersigned, a Notary Public in and for the said County in the State aforesaid, Do HEREBY CERTIFY THAT Vincent Tolve and Suzanne Kacem, personally known to me to be the VP: Trust Officer respectively of Lakeside Bank 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 24th day of January, A.D. 1998.

My Commission Expires:

9-8-98

Mary C. Adler
Notary Public



Property of Cook County Clerk's Office

ASSIGNMENT OF RENTS RIDER

THIS ASSIGNMENT OF RENTS is executed by **LAKESIDE BANK**, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said mortgage or trust deed or in said note shall be construed as creating any liability on the said **LAKESIDE BANK** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as **LAKESIDE BANK** personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said mortgage or trust deed and note provided.

County Clerk's Office