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1999-06-16 09:25:10

Cook County Recorder

27,50

THIS INSTRUME! T WAS PREPARED BY:

Esther Hartan 500 W. Madison Chicago, IL 60661

ASSIGNMENT OF RENTS

99-3948

CITIBAN P LOAN#: 010095596

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

of the	City	οf	Chicago	County of	Cook	and State of
Illinois,	not personal	ly but as T	rustee under the pr	ovisions of a Trust Agr		AUGUST 27, 1991
and kno	wn as Trust	No. 11	.4453-01	, in considerat on	of a loan in th	e amount of
NINE H	UNDRED THO	USAND AND	NO/100			
			. 		dollary.\$900,0	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 Chibank, 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 Lene	ler), all rents	s, issues and profits n	ow due and which may b	ereafter becom	e lar under or by virtue of
any leas	e, whether wi	itten or ver	bal and whether now	existing or hereafter exc	ecuted, or any l	etang of or any agreement
for the t	use or occupa	ancy of any	part of the following	ig described premises:		. (,)

A PART OF LOT 25 IN OAK LAWN FARMS, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE EAST 1/2 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4) WHICH PART OF LOT 25 IS BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF THE WEST 1/2 OF THAT PART OF SAID LOT 25 WHICH LITES WEST OF THE EAST 33 FEET AND NORTH OF THE SOUTH 401 FEET MEASURED PERPENDICULARLY THEREOF, AT A POINT WHICH IS 33 FEET SOUTH FROM THE NORTH LINE OF SAID LOT 25; RUNNING THENCE SOUTH ALONG THE EAST LINE OF THE WEST 1/2 AFORESAID, A DISTANCE OF 193.86 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF THE SOUTH 401 FEET MEASURED PERPENDICULARLY OF SAID LOT 25; THENCE WEST

more commonly known as:

6115 W. 94th Street Oak Lawn, II 60453 CONTINUED

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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 continually that the Lender may do by virtue hereof. This assignment shall be binding upon and inture 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 there are,

THIS ASSIGNMENT is executed by the unite) signed Trustee, not personally but as Trustee under the terms of the aforesaid Trust Agreement, and it is expressly under stood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, under takings 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, for 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, cittee expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties herete at nolders 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

Day of June 8th , A.D., 19 99

TRUSTEE: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

onot personally, but as trustee as aforesaid

ATTEST

Aftestation not required by American National
By: Bank and Trust Company of Chicago Bylaws

By: Assistant vice President

JNOFFICIAL COPY

SS:

COUNTY OF

JOCELYN GEBOY

, a Notary Public in and for the said County in the State aforesaid,

Do HEREBY CERTIFY THAT

DAVID'S. ROSENFELD

, personally known

to me to be the

AV 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 Seal this

day of

, A.D., 19 99.

My Commission Expires:

res: Cot County Clark's Office Notary Public, State of Illinois

My Commission Expires Oct. 9, 2001

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CONTINUATION OF LEGAL DESCRIPTION

ALONG THE NORTH LINE OF THE SOUTH 401 FEET AFORESAID A DISTANCE OF 151.07 FEET TO ITS INTERSECTION WITH THE WEST LINE OF SAID LOT 25; THENCE NORTH ALONG SAID WEST LINE OF LOT 25 A DISTANCE OF 193.73 FEET TO 1TS INTERSECTION WITH THE SOUTH LINE OF THE NORTH 33 FEET OF SAID LOT 25; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 33 FEET AFORESAID A DISTANCE OF 151.10 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN: 24-05-303-065-0000

Dropperty Of Cook County Clerk's Office 3575

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