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Cook County Recorder

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2619201 MERCURY TITLE COMPANY, L.L.C.-N 20 3au 488

THIS INSTRUMENT WAS PREPARED BY:

Esther Hartan 500 W. Madison

Chicago, IL 60661

010095230

ASSIGNMENT OF RENTS

mail

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

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 Ctibank, Federal Savings Bank, a corporation organized and existing under the laws of the United States, or to its success ors 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 20 IN BLOCK 27 IN ROGERS PARK, BEING A SUBDIVISION OF THE NORTHEAST 1/4 AND THAT PART OF THE NORTHWEST 1/4 LYING EAST OF RIDGE ROAD IN SECTION 31 AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALL OF SECTION 30 LYING SOUTH OF INDIAN BOUNDARY LINE IN COOK COUNTY, ILLINOIS.

PIN: 11-31-213-005-0000

more commonly known as:

1625 West Greenleaf Avenue Chicago, Il 60626

CITIBANK FORM 3596B

IS UNDERSTOOD AND AGREED THAT THE LENDER WILL NO EXERCISE ANY OF ITS RIGHTS ON 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 corair mall that the Lender may do by virtue hereof. This assignment shall be binding upon and inure to the benefit of the hears, 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 my 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 of 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 TRUST OFFICER President and its corporate seal to be hereunto affixed and attested by its

Day of January 8th , A.D., 19 99 ATTEST	TRUSTEE: AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
	not personally, but as trustee as aforesaid
By: Attestation not required by American National Bank and Trust Company of Chicago Bylaws	By: TRUST OFFICER

UNOFFICIAL COPY 30 Page 3 of ATE OF ILLINOIS COUNTY OF COOK

Anne M. Marchert , a Notary Public in and for the said County in the State aforesaid, I, Do HEREBY CERTIFY THAT MARK DEGRAZIA , personally known IRUST OFFICER President and to me to be the Secretary respectively of

in which name, as Trustee, the above and Trust company of Chicago 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.

12th day of Janvary, A.D., 1999. GIVEN under my hand and Notarial Seal this

My Commission Expires:

"OFFICIAL SEAL" Anne M. Marchert Alotary Public, State of Illinois Ny Commission Expires April 23, 2002 Cook County Clerk's Office

Anne M Notary Public