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Cook County Recorder

27.00



THIS INSTRUMENT WAS PREPARED BY:

Theodora Gruzlewski 500 W. Madison Chicago, IL 60661

LOAN#: 010095339

ASSIGNMENT OF RENTS

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

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

COLE TAYLOR BANK			Collina						
of the	City	of	Chicago	County of	Cook		and	State	οl
Illinois, not personally but as Trustee under the provisions of a Trust A recment dated March 19 and known as Trust No. 99-8158 , in consideration of a loan in the amount of								1999	
ONE HU	NDRED FIFTY	NINE TH	OUSAND AND N	10/100	9				

dollars/6159,000.00 evidenced by a promissory note and secured by a mortgage, both instruments bearing (ven date herewith, and other good and valuable consideration, does hereby sell, assign, transfer and set over unto Clubank, 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:

SOUTH 16 FEET OF LOT 22, ALL OF LOT 23, AND ALL OF LOT 24 IN BLOCK 2 IN FOOTE'S FIRST ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE WEST 332 FEET, AND THE NORTH 295 FEET OF THE EAST 280 FEET OF THE WEST 612 FEET OF ORIGINAL BLOCK 1 IN PULLMAN PARK ADDITION TO PULLMAN, BEING A SUBDIVISION OF THE EAST HALF OF THE NORTHWEST 1/4 OF FRACTIONAL SECTION 22, AND THAT PART OF THE NORTHEAST 1/4 OF SAID SECTION, LYING WEST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD, ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND LYING NORTH OF THE INDIAN BOUNDARY LINE, ALSO THE SOUTH 50 FEET OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, AND THE SOUTH 50 FEET OF THE SOUTH EAST 1/4 OF SECTION 15, LYING WEST OF THE RIGHT OF WAY OF THE

more commonly known as:

11145 S. King Dr. Chicago, IL 60628

**BOX 333-CTI** 

CONTINUED

Burrer (Filpoully

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 fut are 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 in an unce 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 pay 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 unders of 1 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, we 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, COLE TAYLOR 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

Secretary this

Day of March 11th

, A.D., 19 99

TRUSTEE: COLE TAYLOR BANK

not personally, but as trustee as aforesaid

ATTEST

Sy:

CFFICER

**Vice President** 

HS.

CITTBANK FORM 3596B

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NOFFICIAL COPY 99338990 · STATE OF ILLINOIS COUNTY OF COOK Shelli Smith KENNETH E. PIEKUT Do HEREBY CERTIFY THAT , personally known VICE President and MARIO V. GOIANCE to me to be the TRUST OFFICER Socretary respectively of COLE TAYLOR 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 174 day of

My Commission Expires:

Notary Public

GFICIAL SEA

GFIERRI SMITH

NOTARY FULLIC STATE OF ILLINOIS

My Commission Figures 02/19/2002

**UNOFFICIAL COPY** 

99338930

CONTINUATION OF LEGAL DESCRIPTION

ILLINOIS CENTRAL RAILROAD, ALL IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

TAX I.D.25-22-200-016-0000

25-22-200-017-0000

Property of Cook County Clerk's Office

INITIALS:

CITTBANK FÖRM 3596B

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