THIS INSTRUMENT WAS PREPARED BY:

promote tattle time 8, postporti, Con. 200, 19, 60303 - Phone #9/7-508t

## ASSIGNMENT OF RENTS

## CITICORP SAVINGS

Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

COMMERCIAL NATIONAL BANK OF CHICAGO, A National Banking Association

of the CITL of CHICAGO County of and COOK State of Illinois, not persor ally but as Trustee under the provisions of a Trust Agreement dated **FEBRUARY 1, 1983** , in consideration of a loan in the amount of TWO HUNDRED THIRTY-SIX known as Trust No. 552

THOUSAND AND 00/100--- dollars (\$ 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 Cittorp Savings of Illinois, A Federal Savings and Loan Association, a corporation organized and existing under the laws of the United States, or to its successors and assigns, (hereinafter referred to as the Association), all the 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 excluded, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

Lots 35 and 36 in Block 5 in Free W. Brummel and Company's Lincoln Bryn Mawr Western Subdivision being a Subdivision or in: North East 1/4 of the North East 1/4 of the North East 1/4 of Section 12, and that part Easterly of Lincoln Avenue of the West 1/2 of the East 1/2 of the North East 1/4 of said 3≥ction 12, (excepting therefrom that part thereof lying South of a line 200.0 Feet North of the North line of Berwyn Avenue) all in Township 40 North, Range 13, East of the Third Principal Meridian (except streets and alleys), according to the Plat of said Subdivision filed for record in the Recorder's Office of the Cook County, Illinois, on the 12th Day of April 1923, as Document Number 7879542, as corrected by Certificate filed for record in the Recorder's Office of Cook County, Illinois, on fi.

Office

O April 30, 1923 as Document 7905451

PIN #: 13-12-208-023-0000 alla-B.A.D.

more commonly known as:

5540 N. Artesian, Chicago, IL

IT IS UNDERSTOOD AND AGREED THAT THE ASSOCIATION 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 Association, 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 Association under the power herein granted.

The undersigned does hereby irrevocably appoint the Association the agent of the undersigned and consent that the Association 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 railfying and confirming anything and everything that the Association may do.

It is understood and agreed that the Association may use and apply said avails) issues and profits oward the payment of any present or future indebtedness or liability of the undersigned to the Association, 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 Association 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

The failure of the Association to exercise any right which it might exercise hereunder shall not be deemed a waiver by the Association of its right of exercise thereafter.

indebtedness or liability of the undersigned to the Association shall be fully paid, at which time this assignment shall terminate.

THIS ASSIGNMENT is executed by the undersigned Trustee, not personally but as Trustee under the terms of the aforesaid Trustee, 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 berein 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 convenant 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

| IN WITNESS WHEREO', COMMERCIAL NATIONAL BAN not personally but as Trustee as affecting, has caused these presents to President and its corporate seal to only crounto affixed and attested by its  | K OF CHICAGO<br>be signed by its   | Secretary this 14TH  |
|--|--|--|
| Day of SEPTEMBER , A.D., 19 87   |  |  |
| O <sub>F</sub> C   | COMMERCIAL NATIONAL BAA National Banking Ass   | ociation   |
| ATTEST:  By:   | By: Trust Of Commenced in Artifolial Indianal In | Picer  |
| STATE OF ILLINOIS  STATE OF ILLINOIS  SS:  COUNTY OF  SS:  But a street of a control of the country of the coun | Conference to be per-<br>currenced and mosts of<br>the following a form-<br>country with a form-<br>tion of the conference of the<br>form of the conference of things  |  |
| 1. Lessie May OBH en an the Instrument, a Notary F<br>CERTIFY THAT FAGE DICCOLOGIOS and JUST<br>be the ASSISTENT TROST OFFICE President at<br>respectively of<br>in which name, as Trustee, the above and foregoing instrument is executed<br>signed and delivered the said instrument as their free and voluntary act a<br>aforesaid, for the uses and purposes therein set forth, and caused the co  | I, appeared before me this day in perso<br>and as the free and voluniary art of s  | , personally known to me to<br>Secretary.<br>on and acknowledged that they<br>aid corporation, as Trustee as |
| GIVEN under my hand and Notarial Scal this / 7   | day of Stotenday . A.I   | 5.19 87 <b>5</b>   |
| My Commission Expires:  (1999)  CITATED SAVINGS FORM 3596 A PAGE 2   | Devel Mark   | Harry 67   |
| Street 60603   | oan Association id at: N. Artesian igo, IL 60625   | AVINGS   |
|  | e p z š  | K  |

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**ASSIGNMENT OF RI** Chicago, Minoi One 5. Dc: Commercies [12]

Federal Savings and L

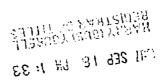
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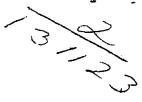
Corporate Office One South Dearborn Street Chicago, Illinois 60603 Telephone (1 312 977 5000)

## **UNOFFICIAL COPY**

ATTORNEYS' TITLE GUARANTY FUND, INC. 29 S. LASALLE 5th FLDOR CHICAGO, IL 60603







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Property of Cook County Clerk's Office