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Cook County Recorder 33.50

RECORDATION REQUESTED BY:

Devon Bank
6445 N. Western Avenue
Chicago, IL 60645-5494

WHEN RECORDED MAIL TO:

Devon Bank
6445 N. Western Avenue
Chicago, IL 60645-5494



00473286

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: Devon Bank-Attn: Comm'l Loan Dept(ajh)
6445 N. Western Avenue
Chicago, IL 60645

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JANUARY 5, 2000, between Grand Premier Trust & Investment, Inc., NA, As Successor Trustee to the First National Bank of Northbrook U/T/A dated 2/15/1989 A/K/A Trust # 454, whose address is 1300 Meadow Road, Northbrook, IL 60062 (referred to below as "Grantor"); and Devon Bank, whose address is 6445 N. Western Avenue, Chicago, IL 60645-5494 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

Lot 5 (except that part thereof lying North of a Line beginning on the West Line of said Lot, 5-5/8 inches South of the North Line of said Lot, and running thence Northeasterly to a point on the East Line of said Lot and 3-3/8 inches Southerly from the Northeast corner of said Lot, also excepting therefrom the Northerly 4 feet of the Easterly 87 feet of said Lot) in Block 11 in White's Addition to Evanston, in the North 1/2 of the Southeast 1/4 of Section 19, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 827-829 Chicago Avenue, Evanston, IL 60201. The Real Property tax identification number is 11-19-401-022-0000.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means [REDACTED] the beneficiary of Trust #454.

Existing Indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be secured by this Assignment.

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

633.50

SPZ
M/N
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GARNIORS WAVES. Garnitor waves all rights or defenses arising by reason of any "one action" or

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

noted, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Assigning minimum rate allowed by applicable law.

for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this assignment be more than the maximum rate allowed by applicable law.

Interest not yet paid, together with any other unpaid amounts under this Assignment. If the index increases, the payments tied to the index will therefore the total amount secured by the underlying asset. Any variable interest tied to the index shall be calculated as of and shall bear a rate commensurate with the underlying asset.

This estimated final payment is based on the estimated rate of 1300 percentage points over the index described below.

unpaid principal balances at an interest rate of 1.500 percentage points over the index described below; and 1 principal and interest payment in the initial amount of \$750,000.00 on October 5, 2000, with interest calculated on the unpaid principal balances at an interest rate of 1.500 percentage points over the index described below.

principal payments, thereby reducing principal payments over the index described below; 2 consecutive quarterly principal payments of \$25,000.00 each, beginning April 5, 2000, with interest calculated on the

The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.250% per annum. Payments on the Note are to be made in accordance with the following payment schedule:

principal amount of \$800,000.00 from Borower to Lender, together with all renewals of, extensions of,

Individuals may decide otherwise when it comes to lending. The word "lender" means the person or entity that lends money. It can also mean the person or entity that receives the money.

whether or not a guarantor or otherwise may be liable individually or jointly with others, and whether recovery upon such indebtedness may be or

against Borrower, or any one of more of them, whether now existing or hereafter arising, as well as all claims by Lender against Borrower, or any one of more of them, or any one of their respective officers, directors, employees, agents, successors and assigns, and against their respective heirs, executors, administrators, and personal representatives, for all amounts due or to become due under any of the foregoing notes, and for all costs and expenses, including reasonable attorney's fees, incurred by Lender in connection therewith.

to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

persons may include under the Note except as otherwise provided by contract or law.

Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property to Lender and is not specifically intended to affect the other rights and interests of the parties hereto.

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grapetor who signs this Assignment but does not

"anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for

Default on Indebtedness. Failure of Borrower to make any payment when due on the Indebtedness.

Compliance Default. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Falsie Statements. Any warranty, representation or statement made to Lender by or on behalf of Grantor or Borrower under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Deceptive Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Other Defaults. Failure of Grantor or Borrower to comply with any term, condition, covenant, or condition contained in any other agreement between Grantor or Borrower and Lender.

Death or Insolvency. The death of Grantor or Borrower or the dissolution or termination of Grantor or Borrower's, existence as a going business, the insolvency of Grantor or Borrower, the appointment of a receiver for Borrower's property, or the commencement of any proceeding or foreclosure procedure or receivership, reorganization or bankruptcy of Grantor or Borrower, or any type of creditor or bankrupt or insolvent law suit or proceeding against Grantor or Borrower.

Forfeiture. Commencement of foreclosure procedure or receivership proceedings, whether judicial or non-judicial, self-help, repossession or any other method, by any creditor of Grantor or by any government agency against any of the property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity of reasonable notice written which is the basis of the foreclosure proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness, arising under, at its option, may, but shall not be required to, permit the Guarantors estante to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender reasonably deems itseft insecure.

Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it, however, any such costs and expenses shall be paid by Lender under this Assignment and shall be payable on demand, with interest at the Note rate from time indebtedness secured by this Assignment, and shall become a part of the expenses made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the expenses made by Lender under this Assignment and not reimbursed from the Rents.

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ASSIGNMENT OF RENTS
(Continued)

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within seven (7) days; or (b) if the cure requires more than seven (7) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph, either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be

remain valid and enforceable.
Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Gramot's Successors or Assignees, this Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns. If ownership of the Property becomes vested in a person other than Gramot, Lender, without notice to Gramot, may repossess the Property from this Assignee or from any subsequent owner of record by foreclosure or otherwise or by any other method permitted by law.

deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall

(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) ss

COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Frederick A. Fischel,
Land Trust Officer, to me known to be the individual described in and who executed the Assignment of Rents,
and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the
uses and purposes therein mentioned.

Given under my hand and official seal this 2 day of June, 2000.

By Mary M. Castronovo. Residing at 1300 Meadow Rd
Rosemont, IL

Notary Public in and for the State of Illinois

My commission expires 11-2-03

