7

FOR RECORDER'S USE ONLY

00561153

4930/0004 03 001 Page 1 of 2000-07-26 08:44:43

Cook County Recorder

31.50



ASSIGNMENT OF PROCEEDS

THIS ASSIGNMENT OF PROCEEDS (the "Assignment") is made and delivered as of day of June, 2000, by CORNERSTONE UNITED METHODIST CHURCH ("Borrower"), to and for the benefit of COMMUNITY BANK OAK PARK RIVER FOREST ("Lender").

RUCITALS:

- Lender has agreed to loan to Bor ower the principal amount of \$250,000 (the "Loan"). Borrower is executing a certain Note of even date herewith (the "Note") payable to the order of Lender to evidence the Loan.
- A condition precedent to Lender's extension of the Loan to Borrower is the В. execution and delivery by Borrower of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

Grant of Security Interest. Borrower hereby grants, transfers, sees over and assigns to Lender, all of the right, title and interest of Borrower in and to all proceeds, payments, disbursements, revenues, rents, issues, profits, products and other sums derived from, attributable to or resulting from the sale, transfer, conveyance, assignment, mortgage, financing, lien, encumbrance or lease of all or any part of the Premises described on Exhibit "A" attached hereto

This instrument was prepared by and, after recording, return to:

Permanent Real Estate Tax Index Nos.:

See Exhibit "A" attached hereto.

Common Address:

See Exhibit "A" attached hereto.

Schwartz, Cooper, Greenberger & Krauss, Chartered

180 North LaSalle Street, Suite 2700

Chicago, Illinois 60601

Attn: Daniel J. Kopp, Esq.



The state of the s

Property of Cook County Clerk's Office

and made a part hereof (including, without limitation, any insurance proceeds relating to any casualty or damage to the Premises and any condemnation proceeds).

This Assignment is given to secure:

- (a) Payment by Borrower when due of (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Lender by Borrower under or with respect to any of the documents delivered by Borrower to Lender in connection with the Loan (collectively, the "Loan Documents"), and any and all replacements, amendments and modifications thereof; and (iii) all cons and expenses paid or incurred by Lender in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and
- (b) Coscinance and performance by Borrower of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Borrower or any other obligor to or benefitting Lender which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all replacements amendments and modifications thereof.
- 2. Representations and Warranties of Borrower. Borrower represents and warrants to Lender that:
 - (a) This Assignment, as executed by Borrower, constitutes the legal and binding obligation of Borrower enforceable in accordance with its terms and provisions;
 - (b) Borrower has not executed any instrument or performed any act which may prevent Lender from operating under any of the terms and provisions hereof or which would limit Lender in such operation; and
 - (c) Borrower owns fee simple title to the Premises, free from all liens, security interests and other encumbrances.
- 3. <u>Covenants of Borrower</u>. Borrower covenants and agrees that so long as this Assignment shall be in effect:
 - (a) Borrower shall not make any other assignment of the collateral granted to Lender herein; and
 - (b) Borrower shall not sell, transfer, convey, assign, mortgage, finance, grant a lien or encumbrance or lease any interest in or to the Premises.

- the occurrence of (a) a breach of Borrower of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other default described in the Note or the other Loan Documents. At any time upon or following the occurrence of any Event of Default, Lender, at its option, may exercise any one or more of the rights and remedies set forth in the Note and the other Loan Documents, without any obligation to do so, and with or without bringing any action or proceeding to foreclose any lien or security interest granted by the Loan Documents.
- sustained by Borrover resulting from any act or omission of Lender in managing, operating or maintaining the Premises following the occurrence of an Event of Default. This Assignment shall not operate to place responsibility upon Lender for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any lease or other agreement relating to the Premises, nor shall it operate to make Lender responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.
- be done by Lender pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Lender of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Lender under the terms and provisions of such instruments, and Lender may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Lender may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.
- 7. <u>Further Assurances</u>. Borrower shall execute or cause to be executed such additional instruments and shall do or cause to be done such further acts, as Lender may request, in order to permit Lender to perfect, protect, preserve and maintain the assignment made to Lender by this Assignment.
- 8. <u>Severability</u>. In the event that any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Lender and Borrower shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or

00561153

portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

- 9. Benefit. This Assignment is binding upon Borrower and its legal representatives, successors and assigns, and the rights, powers and remedies of Lender under this Assignment shall inure to the benefit of Lender and its successors and assigns.
- 10. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Borrower and Lender at the time of such amendment, modification or supplement.
- 11. <u>Datation</u>. This Assignment shall become null and void at such time as Borrower shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.
- 12. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.
- 13. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Borrower and Lender, as the case may be, as specified in the Note.

IN WITNESS WHEREOF, Borrower has executed and delivered this Assignment as of the day and year first above written.

CORNERSTONI UNITED METHODIST CHURCH

James Bosek Presider

R:42976/Cornerstone Methodist/assignment of proceeds.wpd

purposes therein set forth.

00561153

STATE OF ILLINOIS SS. COUNTY OF COOK I, <u>Hargaret D. Sabatino</u>, a Notary Public in and for said County, in the State aforesaid, do hereby certify that <u>James Bosek</u>, the President of CORNERSTONE UNITED METHODIST CHURCH, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Church, for the uses and

GIVEN under my hand and notarial seal, this 1st day of June 2000.

ny hano

Cook

Column Clark's Office

6

00561153

EXHIBIT A

Legal Description of Premises

Lots 1,2 and 3 in Village of Ridgeland, A Subdivision of the East 1/2 of the East 1/2 of Section 7 and the Northwest 1/4 and the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

Opposition of Cook Common Addresses: 171 N. Cüyler Averue

Permanent Tax I.D. Number: 16 08 118 026

Junit Clout? All of the right, title and interest of Secured Party in and to all proceeds, payments, disbursements, revenues, rents, issues, profits, products and other sums derived from, attributable to or resulting from the sale, transfer, conveyance, assignment, mortgage, financing, lien, encumbrance or lease of all or any part of the Premises described on [Exhibit "A"] attached hereto and made a part hereof (including, without limitation, any insurance proceeds relating to any casualty or damage to the Premises and any condemnation proceeds).