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Cook County Recorder 31.50



RECORDATION REQUESTED BY:

Advance Bank
2320 Thornton RD
Lansing, IL 60438

WHEN RECORDED MAIL TO:

ADVANCE BANK
2320 THORNTON RD
LANSING, IL 60438

SEND TAX NOTICES TO:

Rory C. Trotter and Evie J. Trotter
2200 E. 99th Street
Chicago, IL 60617

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: Advance Bank
2320 Thornton Road
Lansing, IL 60438

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 15, 2000, between Rory C. Trotter and Evie J. Trotter, whose address is 2200 E. 99th Street, Chicago, IL 60617 (referred to below as "Grantor"); and Advance Bank, whose address is 2320 Thornton RD, Lansing, IL 60438 (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 61 IN J.E. MERRION'S MARYNOOK ADDITION, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE SOUTH EAST QUARTER AND PART OF THE EAST HALF OF THE SOUTH WEST QUARTER OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 8553 S. KENWOOD, Chicago, IL 60619. The Real Property tax identification number is 20-35-426-009-0000.

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 Rory C. Trotter.

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."

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

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Borrower's request and not at the request of Lender; (d) Granter has the full power, right, and authority to execute this Assignment; (e) this Assignment is executed at law, resulting from a grantor about Borrower (including without limitation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Granter waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Granter, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after judgment is obtained or completion of any foreclosure action, either judicially or by exercise of a power of sale.

TERMS:
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

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.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, 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 real property, interests and rights described above in the "Assignment" section, the "Property Definition" section, the "Assumption" section, and all improvements thereon, described above in the "Property" law.

Note. The word "Note" means the promissory note or credit agreement dated July 15, 2000, in the original principal amount of \$25,000.00 from Borrower to Lender, together with all renewals of, modifications of, refinancings of, substitutions for, and extensions of, the interest rate is a variable interest rate based upon an index. The index currently is 9.500%. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 9.500% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 1.750 percentage point(s) over the index, resulting in an initial rate of 11.250% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by law.

This Assignment secures a revolving line of credit and shall secure not only the amount which Lender hereafter may become otherwise unenforceable. (Initial Heretofore, (D)) Specified, (D) Initial Heretofore, complies with all the terms of the Note and Related Documents.

Under this revolving line of credit, Lender may make advances to Borrower so long as Borrower has presented to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within twenty (20) years from the date of this Assignment to the same extent as if such future advance were made as of the date of the execution of this Assignment. Whether obligee to Borrower under the Note, whether voluntary or otherwise, whether recovery upon such indebtedness may be or contingent, liquidated and whether Borrower may be liable individually or jointly with others, unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender to enforce obligations of Granter under this Assignment, together with expenses incurred by Lender to enforce obligations of Granter under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities,

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 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 Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to

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Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in
provided for in the Lender's Right to Collection Section, above. If the Rents are collected by Lender, then
above Lender's costs, against the Lender's interest of this right, Lender shall have all rights
Property and collects the Rents, including amounts past due and unpaid, and apply the net proceeds, over and
Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the
any similar person under any federal or state bankruptcy law or any court or administrative body having jurisdiction
judgment, or (c) by reason of any settlement or compromise relating to the indebtedness or to this Assignment.
property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant
proceeding without limitation Borrower, the Lender's interest in this Assignment shall be considered unpaid for the purpose of
enforcing judgment of this Assignment and the Lender's interest in this Assignment shall be reinstated, as the
case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument referred to the same
evidencing the Lender's interest in this Assignment will continue to secure the amount recovered to the same
extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any
judgment, decree, order, settlement or compromise relating to the indebtedness or to this Assignment.
EXCUSES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or
proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's
behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender
expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender
to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b)
be added to the balance due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or
become due during either (i) the balloon payment period or (ii) the remaining term of the Note, or
be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also
will secure payment of any applicable insurance policy or (ii) the remaining term of the Note, or
or person that may materially affect any of Borrower's property, or any other agreement, in favor of any other creditor
credit, security agreement, purchase, or sales agreement, or any other agreement, in favor of any other creditor
or person that may materially affect any of Borrower's property, or any other agreement, in favor of any other creditor
false Statement. Any warranty, representation or statement made or furnished 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.
Defective Collateralization. This Assignment of any collateral documents to create a valid and perfected security interest in any
effort (including failure of any collateral documents to be in full force and effect (including failure of any collateral documents to be in full force and
any time and for any reason.
Other Defaults. Failure of Grantor or Borrower to comply with any term, obligation, 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 by Grantor as to the Property. However, this subsection shall not apply in the event of a good faith
dispute by Grantor to the validity or reasonableness of the claim which is the basis of the foreclosure or
foreclosure proceeding, self-help, repossession or foreclosure proceedings, whether by judicial
foreclosure, Foreclosure, etc. Commencement of foreclosure proceedings, whether by judicial
proceeding, self-help, repossession or foreclosure of grants, leases or other property held by
any government or any credit authority or by any good faith party against any of the
Events Affecting Guarantor. Any of the preceding events occurs in Borrower's financial condition, or Lender believes the
indebtedness or any Guaranty of the indebtedness.
Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the
indebtedness or any Guaranty of the indebtedness is impaired.
Liensecurity. Lender reasonably deems itself insecure.
RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter,
Lender may exercise one or more of the following rights and remedies, in addition to any other rights or
remedies provided by law:
Accelarate 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 Lender's interest of this right, Lender shall have all rights
provided for in the Lender's Right to Collection Section, above. If the Rents are collected by Lender, then
any similar person under any federal or state bankruptcy law or any court or administrative body having jurisdiction
judgment, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant
property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant
proceeding without limitation Borrower, the Lender's interest in this Assignment shall be considered unpaid for the purpose of
enforcing judgment of this Assignment and the Lender's interest in this Assignment shall be reinstated, as the
case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument referred to the same
evidencing the Lender's interest in this Assignment will continue to secure the amount recovered to the same
extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any
judgment, decree, order, settlement or compromise relating to the indebtedness or to this Assignment.
EXCUSES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or
proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's
behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender
expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender
to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b)
be added to the balance due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or
become due during either (i) the balloon payment period or (ii) the remaining term of the Note, or
be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also
will secure payment of any applicable insurance policy or (ii) the remaining term of the Note, or
or person that may materially affect any of Borrower's property, or any other agreement, in favor of any other creditor
credit, security agreement, purchase, or sales agreement, or any other agreement, in favor of any other creditor
false Statement. Any warranty, representation or statement made or furnished 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.
Defective Collateralization. This Assignment of any collateral documents to be in full force and effect (including failure of any collateral documents to be in full force and
any time and for any reason.
Other Defaults. Failure of Grantor or Borrower to comply with any term, obligation, 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 by Grantor as to the Property. However, this subsection shall not apply in the event of a good faith
dispute by Grantor to the validity or reasonableness of the claim which is the basis of the foreclosure or
foreclosure proceeding, self-help, repossession or foreclosure of grants, leases or other property held by
any government or any credit authority or by any good faith party against any of the
Events Affecting Guarantor. Any of the preceding events occurs in Borrower's financial condition, or Lender believes the
indebtedness or any Guaranty of the indebtedness.
Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the
indebtedness or any Guaranty of the indebtedness is impaired.
Liensecurity. Lender reasonably deems itself insecure.
RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter,
Lender may exercise one or more of the following rights and remedies, in addition to any other rights or
remedies provided by law:
Accelarate 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 Lender's interest of this right, Lender shall have all rights
provided for in the Lender's Right to Collection Section, above. If the Rents are collected by Lender, then
any similar person under any federal or state bankruptcy law or any court or administrative body having jurisdiction
judgment, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant
property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant
proceeding without limitation Borrower, the Lender's interest in this Assignment shall be considered unpaid for the purpose of
enforcing judgment of this Assignment and the Lender's interest in this Assignment shall be reinstated, as the
case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument referred to the same
evidencing the Lender's interest in this Assignment will continue to secure the amount recovered to the same
extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any
judgment, decree, order, settlement or compromise relating to the indebtedness or to this Assignment.
EXCUSES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or
proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's
behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender
expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender
to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b)
be added to the balance due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or
become due during either (i) the balloon payment period or (ii) the remaining term of the Note, or
be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also
will secure payment of any applicable insurance policy or (ii) the remaining term of the Note, or
or person that may materially affect any of Borrower's property, or any other agreement, in favor of any other creditor
credit, security agreement, purchase, or sales agreement, or any other agreement, in favor of any other creditor
false Statement. Any warranty, representation or statement made or furnished 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.
Defective Collateralization. This Assignment of any collateral documents to be in full force and effect (including failure of any collateral documents to be in full force and
any time and for any reason.
Other Defaults. Failure of Grantor or Borrower to comply with any term, obligation, 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 by Grantor as to the Property. However, this subsection shall not apply in the event of a good faith
dispute by Grantor to the validity or reasonableness of the claim which is the basis of the foreclosure or
foreclosure proceeding, self-help, repossession or foreclosure of grants, leases or other property held by
any government or any credit authority or by any good faith party against any of the
Events Affecting Guarantor. Any of the preceding events occurs in Borrower's financial condition, or Lender believes the
indebtedness or any Guaranty of the indebtedness.
Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the
indebtedness or any Guaranty of the indebtedness is impaired.
Liensecurity. Lender reasonably deems itself insecure.
RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter,
Lender may exercise one or more of the following rights and remedies, in addition to any other rights or
remedies provided by law:
Accelarate 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.

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 paid 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.

Multiple Parties. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment.

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 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 remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A

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[L-G14 TROT.LN C20.OVL]

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.29 (C) Concentrex 2000 All rights reserved.

Notary Public, State of Illinois
DOLRES KULOWNSKI
Official Seal
My commission expires
10-26-03

Given under my hand and official seal this 15th day of July, 2003, Residing at 8135 Calle Quie
By *Roy C. Trotter* Notary Public in and for the State of Illinois
My commission expires *Oct. 26, 2003*

On this day before me, the undersigned Notary Public, personally appeared Roy C. Trotter and Evie J. Trotter, married, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes herein mentioned.

COUNTY OF *Calumet*

STATE OF *Illinois*

INDIVIDUAL ACKNOWLEDGMENT

Evie J. Trotter X

Roy C. Trotter X

GRANTOR: *Roy C. Trotter*

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES TO ITS TERMS.

wavier by any party of a provision of this Assignment shall not constitute a waiver of or preclude the party by right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or obligations under this Assignment or obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute consent to subsequent instances where such consent is required.

(Continued)

Loan No 7009281501

07-15-2000

ASSIGNMENT OF RENTS

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