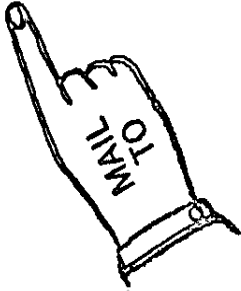


Plp by mail to
1st Equity Bank
3956 W. Dempster
Skokie, IL 60076
847-676-9200

DEC -6 PM 3:44
(Lender)



COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

ASSIGNMENT OF RENTS

GRANTOR			BORROWER			
BRUNO BAKIJA BRIGITTE BAKIJA			BRUNO BAKIJA BRIGITTE BAKIJA			
ADDRESS			ADDRESS			
1675 NORTH HICKS ROAD PALATINE, IL 60074			1675 NORTH HICKS ROAD PALATINE, IL 60074			
TELEPHONE NO.		IDENTIFICATION NO.	TELEPHONE NO.		IDENTIFICATION NO.	
		339-50-4365			339-50-4365	
OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
LJK	9.000%	\$131,650.00	11/27/00	11/27/03		802150

1. **ASSIGNMENT.** In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), Grantor absolutely assigns to Lender all of Grantor's interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property described in Schedule A which is attached to this Agreement and incorporated herein by this reference and any improvements located thereon (the "Premises") including, but not limited to, the leases described on Schedule B attached hereto and incorporated herein by reference. This Assignment is to be broadly construed and shall encompass all rights, benefits and advantages to be derived by the Grantor from the Leases including, but not limited to all rents, issues, income and profits arising from the Leases and renewals thereof, and all security deposits paid under the Leases. The foregoing Assignment is intended to be specific, perfected, and choate upon the recording of the Mortgage as provided by applicable state law.

2. **MODIFICATION OF LEASES.** Grantor grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Leases upon such terms as Lender may determine.

3. **COVENANTS OF GRANTOR.** Grantor covenants and agrees that Grantor will:

- a. Observe and perform all the obligations imposed upon the landlord under the Leases.
- b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.
- c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments.
- d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.
- e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.

4. **REPRESENTATIONS OF GRANTOR.** Grantor represents and warrants to Lender that:

- a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
- b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.
- c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.

Handwritten initials: BB, BB, and others

- d. Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.
- e. Grantor has the power and authority to execute this Assignment.
- f. Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.

5. GRANTOR MAY RECEIVE RENTS. As long as there is no default under the Note described above, the Mortgage securing the Note, this Agreement or any other present or future obligation of Borrower or Grantor to Lender ("Obligations"), Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.

6. DEFAULT AND REMEDIES. Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from the Premises, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property and the management and operation of the real property. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attorneys' fees, legal expenses, and other costs, shall become part of the indebtedness secured by the Mortgage and for which this Assignment is given.

7. POWER OF ATTORNEY. Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the real property and improvements under this Assignment, to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the real property and improvements as Lender may deem proper. The receipt by Lender of any rents, income or profits under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

8. BENEFICIAL INTEREST. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, legal expenses, and reasonable attorneys' fees shall be secured by the Mortgage and for which this Assignment was given. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

9. NOTICE TO TENANTS: A written demand by Lender to the tenants under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Grantor. Grantor hereby releases the tenants from any liability for any rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

10. INDEPENDENT RIGHTS. This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment is in addition to the Mortgage shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage.

11. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. **Grantor waives any right to a jury trial which Grantor may have under applicable law.**

12. RENEWAL OR EXTENSION OF MORTGAGE. In the event the maturity date of the Note and Mortgage is extended because of a modification, renewal or extension of the secured indebtedness, this assignment shall be automatically extended to the new maturity or extension date and shall be enforceable against Grantor and Borrower on a continuous basis throughout all renewal and extension periods until such time as the underlying indebtedness has been retired and paid in full.

13. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing from time to time.

SB
BB

UNOFFICIAL COPY

9. OBLIGATIONS OF LENDER AND INDEMNITY. (a) Grantor hereby appoints Lender as its agent to exercise, at Lender's option, any of the rights set forth in paragraph 8. All obligations created by the exercise of such agency shall be those of Grantor and not those of Lender except as otherwise provided herein. Grantor hereby ratifies and confirms all that Lender shall lawfully do or cause to be done by virtue hereof. (b) Lender shall only be accountable for money actually received pursuant to this Assignment. The manner of the application of such rentals, the reasonableness of the costs and charges to which such rentals are applied and the item or items which shall be credited thereby shall be within the sole and uncontrolled discretion of Lender. Lender shall in no way be responsible in excess of rents actually received by Lender for any debt incurred in respect of the premises. After Grantor shall have been barred and foreclosed of all right, title and interest in said premises, Lender shall not be liable to account to Grantor for the rents, income and profits thereafter accruing. (c) Lender shall in no way be responsible or liable for any failure to account for any rents collected by any agent, manager, receiver or collector of the premises whom it may designate or appoint to collect the rents or manage the premises, nor shall Lender be in any way liable to Grantor for the failure or refusal on its part to make repairs to the premises. (d) No security deposited by the lessees with the Grantor under the terms of Lease has been transferred to Lender, and Lender assumes no liability for any security so deposited. (e) Except as otherwise provided herein, this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises upon Lender, nor for the carrying out of any of the terms and conditions of the Lease unless such responsibility is specifically assumed by Lender in writing; nor shall it operate to make Lender responsible or liable for any waste committed on the premises by the lessees or any other party, or for any dangerous or defective condition of the premises, or for any negligence in the management, upkeep, repair or control of said premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. (f) Grantor hereby indemnifies and holds Lender harmless of and from any and all liability, loss or damage which Lender may incur under the Lease or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking to be performed or discharged by Lender under the Lease or this Assignment. Should the Lender incur any such liability, loss or damage under the Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and Grantor shall reimburse Lender therefor immediately upon demand, and upon the failure of Grantor to do so Lender may declare all sums secured hereby immediately due and payable. (g) Nothing herein contained shall be construed to bind Lender to the performance of any of the terms and provisions contained in the Lease or otherwise to impose any obligation on Lender to do any act which it may be authorized hereunder to do.

10. NOTICE TO LESSEE. Grantor irrevocably consents that the lessee under the Lease, upon demand and notice from Lender of the occurrence of a default under the note, or under any other obligation of Borrower or Grantor to Lender, may and shall pay said rents, income and profits under the Lease to Lender without liability of lessee for the determination of the actual existence of any default claimed by Lender. Grantor hereby irrevocably authorizes and directs lessee, upon receipt of any notice of Lender stating that such a default exists, to pay to Lender the rents, income and profits due and to become due under the Lease. Grantor agrees that lessee shall have the right to rely upon any such notices of Lender and that lessee shall pay such rents, income and profits to Lender without any obligation or right to inquire whether such default actually exists, and notwithstanding any claim of Grantor to the contrary. Grantor shall have no claim against lessee for any rents paid by lessee to Lender. Upon the curing of all such defaults, Lender shall give written notice thereof to lessee and thereafter, until further notice from Lender, lessee shall pay such rents, income and profits to Grantor.

11. TERMINATION. This Agreement shall remain in full force and effect until Lender provides Grantor with written notice of the termination hereof.

12. ASSIGNMENT. Grantor shall not be entitled to assign any of its rights, remedies or obligations described in this Agreement without the prior written consent of Lender which may be withheld by Lender in its sole discretion. Lender shall be entitled to assign some or all of its rights and remedies described in this Agreement without notice to or the prior consent of Grantor in any manner.

13. MODIFICATION AND WAIVER. The modification or waiver of any of Grantor's Obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the Obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral.

14. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

15. NOTICES. Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing by notice hereunder from time to time.

16. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

17. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of the location of the premises. Grantor consents to the jurisdiction and venue of any court located in the state of the location of the premises in the event of any legal proceeding under this Agreement.

18. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees and collection costs.

UNOFFICIAL COPY

00965917

Page 4 of 5

19. MISCELLANEOUS. This Agreement is executed for commercial purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. **Grantor waives any right to a jury trial Grantor may have under applicable law.** This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

20. ADDITIONAL TERMS.

Property of Cook County Clerk's Office

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: NOVEMBER 27, 2000

GRANTOR: BRUNO BAKIJA

Bruno Bakijs
BRUNO BAKIJA
HUSBAND

GRANTOR: BRIGITTE BAKIJA

Brigitte Bakijs
BRIGITTE BAKIJA
WIFE

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

