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2001-09-26 09:34:41

Cook County Recorder

41.00

**RECORDATION REQUESTED BY:**

- ALLEGIANCE Community  
Bank  
8001 W. 183rd Street  
Tinley Park, IL 60477



0010898629

**WHEN RECORDED MAIL TO:**

ALLEGIANCE Community  
Bank  
8001 W. 183rd Street  
Tinley Park, IL 60477

**SEND TAX NOTICES TO:**

ALLEGIANCE Community  
Bank  
8001 W. 183rd Street  
Tinley Park, IL 60477

FOR RECORDER'S USE ONLY

**This Assignment of Rents prepared by:**

ALLEGIANCE Community Bank  
8001 W. 183rd Street  
Tinley Park, IL 60477

**ASSIGNMENT OF RENTS**

CTI 7935801 OPSP  
293

THIS ASSIGNMENT OF RENTS dated September 4, 2001, is made and executed between COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO STEEL CITY NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER COLE TAYLOR BANK TRUST AGREEMENT DATED JANUARY 11, 1988, AND KNOWN AS TRUST NUMBER 3006 (referred to below as "Grantor") and ALLEGIANCE Community Bank, whose address is 8001 W. 183rd Street, Tinley Park, IL 60477 (referred to below as "Lender").

Assignment. For valuable consideration, Grantor hereby 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:

SEE EXHIBIT "A" ATTACHED

The Property or its address is commonly known as 19830 S. STONY ISLAND AVENUE LYNWOOD, IL 60411. The Property tax identification number is 32-11-404-021-0000.

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

**GRANTOR'S WAIVERS.** Grantor 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 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.

**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

**BOX 333-CTI**

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**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.

**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.

**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.

**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.

**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.

**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.

**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.

**LENDER'S RIGHT TO RECEIVE AND 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:

**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 Assignment.

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

**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.

**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.

## GRANTOR'S REPRESENTATIONS AND WARRANTIES.

Grantor warrants that:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, 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.

**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.

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## ASSIGNMENT OF RENTS

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**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'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 or 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.

**REINSTATEMENT OF SECURITY INTEREST.** If 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 any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or 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.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

**DEFAULT.** Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

**Payment Default.** Borrower fails to make any payment when due under the Indebtedness.

**Other Defaults.** Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

**Default on Other Payments.** Failure of Grantor within the time required by this Assignment to make any

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**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor, or any other guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any Guarantor, or any other guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

pursuant to which such judgment was entered.

Lender's satisfaction, within thirty (30) days from the date of the order, decree or process under which or and the failure by Borrower or Grantor to discharge the same, or cause it to be discharged, or bonded off to for the payment of money involving more than ten thousand dollars (\$10,000.00) against Borrower or Grantor **Judgment.** Unless adequately covered by insurance in the opinion of Lender, the entry of a final judgment

agreement covering all or any portion of the Property.

**Default Under Other Lien Documents.** A default occurs under any other mortgage, deed of trust or security

would be in violation of such zoning ordinance or regulation or public restriction, as changed.

the Property such that the present or intended use of the Property, as specified in the Related Documents,

public restriction is enacted, adopted or implemented, that limits or defines the uses which may be made of **Change in Zoning or Public Restriction.** Any change in any zoning ordinance or regulation or any other

attachment is not set aside, discharged or stayed within thirty (30) days after the same is levied.

**Execution; Attachment.** Any execution or attachment is levied against the Property, and such execution or

discretion, as being an adequate reserve or bond for the dispute.

or a surety bond for the creditor or foreclosure proceeding, in an amount determined by Lender, in its sole

Grantor gives Lender written notice of the creditor or foreclosure proceeding and deposits with Lender monies

reasonable of the claim which is the basis of the creditor or foreclosure proceeding and if Borrower or

this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or

garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However,

by any governmental agency against the Rents or any other property securing the Indebtedness. This includes a

judicial proceeding, self-help, repossession or any other method, by any creditor or Borrower or Grantor or

**Creditor or Foreclosure Proceedings.** Commencement of foreclosure or foreclosure proceedings, whether by

insolvency laws by or against Borrower or Grantor.

creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or

appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of

**Insolvency.** The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the

any time and for any reason.

effect (including failure of any collateral document to create a valid and perfected security interest or lien) at

**Defective Collateralization.** This Assignment or any of the Related Documents ceases to be in full force and

furnished or becomes false or misleading at any time thereafter.

repayment of the Note is false or misleading in any material respect, either now or at the time made or

obtaining of the Indebtedness evidenced by the Note or any security document directly or indirectly securing

Grantor or on Borrower's or Grantor's behalf, or made by Guarantor, or any other guarantor, endorser,

**False Statements.** Any warranty, representation or statement made or furnished to Lender by Borrower or

convention or condition contained in any environmental agreement executed in connection with the Property.

**Environmental Default.** Failure of any party to comply with or perform when due any term, obligation,

Assignment or any of the Related Documents.

materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this

**Default in Favor of Third Parties.** Grantor defaults under any loan, extension of credit, security agreement,

purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may

payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of

any lien.



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## ASSIGNMENT OF RENTS

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disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

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

**Insecurity.** Lender in good faith believes itself insecure.

**Cure Provisions.** If any default, other than a default in payment is curable and if Grantor 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, after receiving written notice from Lender demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default 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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, 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 Receive and Collect Rents 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.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**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 upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs 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

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**Non-Liability of Lender.** The relationship between Borrower and Lender created by this Assignment is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower and Grantor. Borrower and Grantor are exercising Borrower's and Grantor's own judgment with respect to Borrower's

granted or withheld in the sole discretion of Lender. consent to subsequent instances where such consent is required and in all cases such consent may be under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required or any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender in such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless

agreements with Lender. define the provisions of this Assignment. (4) I agree that this Assignment is the best evidence of my sections in this Assignment are for convenience purposes only. They are not to be used to interpret or Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or Lender brings a lawsuit, Lender may sue any one or more of us. I also understand Lender need not sue the words "I," "me," and "my" mean each and every person or entity signing this Assignment, and that, if between us. (2) If more than one person signs below, our obligations are joint and several. This means that concerning the Property. This Assignment may not be changed except by another written agreement Amendments and Interpretation. (1) What is written in this Assignment is my entire agreement with Lender

consent of Lender. Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written responsible for all obligations in this Assignment. shall mean each and every Borrower. This means that each Borrower and Grantor signing below is several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and

State of Illinois. Governing Law. This Assignment will be governed by, construed and enforced in accordance with federal law and the laws of the State of Illinois. This Assignment has been accepted by Lender in the

used to interpret or define the provisions of this Assignment. Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to

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

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

payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. 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 and expenses 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, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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## ASSIGNMENT OF RENTS

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and Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower and Grantor of any matter with respect to Borrower's and Grantor's business. Lender and Borrower and Grantor intend that Lender may reasonably rely on all information supplied by Borrower and Grantor to Lender, together with all representations and warranties given by Borrower and Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Sole Discretion of Lender.** Whenever Lender's consent or approval is required under this Assignment, the decision as to whether or not to consent or approve shall be in the sole and exclusive discretion of Lender and Lender's decision shall be final and conclusive.

**Successors and Assigns.** Subject to any 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.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**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.

**WAIVER OF RIGHT OF REDEMPTION.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and

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the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this Assignment of Rents, as this Assignment of Rents may be amended or modified from time to time, together with all exhibits and schedules attached to this Assignment of Rents from time to time.

**Borrower.** The word "Borrower" means COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO STEEL CITY NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER COLE TAYLOR BANK TRUST AGREEMENT DATED JANUARY 11, 1988, AND KNOWN AS TRUST NUMBER 3006; CALVIN J. TANKO; and JOYCE C. TANKO.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO STEEL CITY NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER COLE TAYLOR BANK TRUST AGREEMENT DATED JANUARY 11, 1988, AND KNOWN AS TRUST NUMBER 3006.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the indebtedness, and, in each case, Grantor's successors, assigns, heirs, personal representatives, executors and administrators of any guarantor, surety, or accommodation party.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor, or any other guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means ALLEGIANCE Community Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated September 4, 2001, in the original principal amount of \$1,000,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7.000%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$7,126.73 each and one irregular last payment estimated at \$919,186.07. Borrower's first payment is due October 2, 2001, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on September 2, 2006, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future lease, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to

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## ASSIGNMENT OF RENTS

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receive and collect payment and proceeds thereunder.

**GRANTOR'S LIABILITY** This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON SEPTEMBER 4, 2001.**

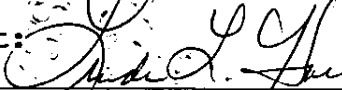
**GRANTOR:**

**COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO STEEL CITY NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER COLE TAYLOR BANK TRUST AGREEMENT DATED JANUARY 11, 1988, AND KNOWN AS TRUST NUMBER 3006 AND NOT PERSONALLY.**

By:  V.P.

Authorized Signer for COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO STEEL CITY NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER COLE TAYLOR BANK TRUST AGREEMENT DATED JANUARY 11, 1988, AND KNOWN AS TRUST NUMBER 3006

Attest:  Sr.T.O.

By:  Sr.T.O.  
Authorized Signer for COLE TAYLOR BANK, AS SUCCESSOR TRUSTEE TO STEEL CITY NATIONAL BANK OF CHICAGO, AS TRUSTEE UNDER COLE TAYLOR BANK TRUST AGREEMENT DATED JANUARY 11, 1988, AND KNOWN AS TRUST NUMBER 3006

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# UNOFFICIAL COPY

## EXHIBIT "A"

THE NORTH 338.00 FEET OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE CENTER LINE OF THE GLENWOOD-DYER ROAD, AND LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 11, SAID POINT BEING 310.02 FEET EAST OF THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SAID SECTION 11; THENCE SOUTHEASTERLY TO A POINT IN A LINE 650 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11, SAID POINT BEING 147.00 FEET DUE NORTH OF THE CENTER LINE OF GLENWOOD-DYER ROAD; THENCE SOUTH ALONG AFOREMENTIONED PARALLEL LINE TO THE CENTER LINE OF SAID GLENWOOD-DYER ROAD, EXCEPTING FROM SAID TRACT OF LAND THE EAST 50 FEET THEREOF DEDICATED FOR STONY ISLAND AVENUE BY INSTRUMENT REGISTERED AS DOCUMENT 2434907; AND EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF GLENWOOD-DYER ROAD AND A LINE DRAWN 250 FEET WEST AND PARALLEL WITH THE EAST LINE OF SAID SECTION; THENCE DUE NORTH 460.32 FEET; THENCE NORTH 62 DEGREES 37 MINUTES WEST 337.86 FEET; THENCE DUE SOUTH 457.09 FEET TO THE CENTER LINE OF GLENWOOD-DYER ROAD; THENCE SOUTHEASTERLY ALONG SAID CENTER LINE TO THE POINT OF BEGINNING; AND ALSO EXCEPTING FROM SAID TRACT OF LAND THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF THE GLENWOOD-DYER ROAD AND A LINE 550 FEET DUE WEST OF THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 11; THENCE DUE NORTH ALONG A LINE PARALLEL TO THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 11, A DISTANCE OF 457.09 FEET; THENCE NORTH 62 DEGREES 37 MINUTES 00 SECONDS WEST 112.62 FEET TO A POINT 650 FEET DUE WEST OF SAID EAST LINE; THENCE DUE SOUTH 456.66 FEET TO THE CENTER LINE OF GLENWOOD-DYER ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF THE GLENWOOD DYER ROAD 112.84 FEET TO THE PLACE OF BEGINNING; AND EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN A LINE 650 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION, 147 FEET NORTH OF THE CENTER LINE OF GLENWOOD-DYER ROAD; THENCE RUNNING NORTHWESTERLY ALONG A LINE 976.56 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH EAST 1/4 OF SAID SECTION 310.02 FEET EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 AFORESAID; THENCE EAST ALONG SAID NORTH LINE TO ITS INTERSECTION WITH A LINE 50 FEET EASTERLY OF MEASURED AT RIGHT ANGLES TO AND PARALLEL WITH THE LINE RUNNING NORTHWESTERLY AFORESAID; THENCE SOUTHEASTERLY ON SAID LINE 804.32 FEET; THENCE SOUTHEASTERLY TO A POINT IN A LINE 650 FEET WEST OF THE EAST LINE OF SAID SECTION, 148.92 FEET NORTH OF THE PLACE OF BEGINNING; AND THENCE SOUTH TO THE POINT OF BEGINNING AND EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF LYING SOUTHERLY OF THE NORTHERLY LINE OF GLENWOOD-DYER ROAD AS DEDICATED BY INSTRUMENT REGISTERED AS DOCUMENT NO. 2434908; AND EXCEPTING FROM SAID TRACT OF LAND THAT PART THEREOF FALLING WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND; COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF GLENWOOD-DYER ROAD AND A LINE 50 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION; THENCE NORTH 463.56 FEET TO A POINT; THENCE NORTH 62 DEGREES, 37 MINUTES WEST, 225.24 FEET TO A POINT ON A LINE DRAWN 250 FEET DUE WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION; THENCE SOUTH ALONG SAID PARALLEL LINE 461.17 FEET TO THE CENTER LINE OF GLENWOOD-DYER ROAD (AS PER HIGHWAY DEDICATION PLAT RECORDED SEPTEMBER 24, 1928 AS DOCUMENT 10155677); THENCE SOUTHEASTERLY ALONG SAID CENTER LINE 226.39 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

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