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RECORDATION REQUESTED BY:

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

Doc#: 0902047139 Fee: \$76.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/20/2009 03:18 PM Pg: 1 of 2

WHEN RECORDED MAIL TO:

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

SEND TAX NOTICES TO:

3FJ Construction Company,
Inc.
4801 S. Ashland Ave
Chicago, IL 60609

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Heritage Community Bank
17926 S. Halsted 2nd Floor
Homewood, IL 60430

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated January 8, 2009, is made and executed between 3FJ Construction Company, Inc., an Illinois Company, whose address is 4801 S. Ashland Ave, Chicago, IL 60609 (referred to below as "Grantor") and Heritage Community Bank, whose address is 17926 S. Halsted 2nd Floor, Homewood, IL 60430 (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:

LOT 34 AND 35 IN SUB BLOCK 2 IN H. C. BUECHNER'S SUBDIVISION OF BLOCK 1 ON THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH WEST 1/4 OF THE NORTH EAST 1/4 OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 AND THE EAST 1/4 OF THE SOUTH EAST 1/4 THEREOF) IN COOK COUNTY, ILLINOIS

The Property or its address is commonly known as 3922-3924 N Marshfield, Chicago, IL 60613. The Property tax identification number is 14-19-207-025-0000 & 14-19-207-026-0000.

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

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

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bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants 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 Assignment.

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:

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'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

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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.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, 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 Grantor'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 Grantor), 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. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. 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 Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or 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 materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material

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respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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.

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 that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to 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.

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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 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.

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 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.

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

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County, State of Illinois.

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 consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given 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 waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's

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rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

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.

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 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.

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Borrower. The word "Borrower" means 3FJ Construction Company, Inc..

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 any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means 3FJ Construction Company, Inc..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor 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 Heritage Community Bank, its successors and assigns.

~~**Note.** The word "Note" means the promissory note dated January 8, 2009, in the original principal amount of \$800,000.00 from Grantor 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 a variable interest rate based upon an index. The index currently is 3.250% per annum. Payments on the Note are to be made in accordance with the following payment schedule: one principal and interest payment of \$817,600.00 on July 25, 2009, with interest calculated on the unpaid principal balances at an interest rate based on the Heritage Community Bank Base Rate (currently 3.250%), plus a margin of 0.750 percentage points, resulting in an initial interest rate of 4.000% based on a year of 360 days. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under the Note. If the index increases, the payments tied to the index, and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and shall begin on, the commencement date indicated for the applicable payment stream. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.~~

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 leases, 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 receive and collect payment and proceeds thereunder.

**ADDENDUM A IS ATTACHED HERETO AND MADE A PART
HEREOF.** R

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ASSIGNMENT OF RENTS

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THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON JANUARY 8, 2009.

GRANTOR:

3FJ CONSTRUCTION COMPANY, INC.

By: [Signature]
Robert Chavin, President of 3FJ Construction Company, Inc.

CORPORATE ACKNOWLEDGMENT

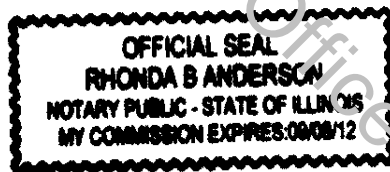
STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 15th day of January, 2009 before me, the undersigned Notary Public, personally appeared Robert Chavin, President of 3FJ Construction Company, Inc., and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By Rhonda B. Anderson Residing at Arnewood

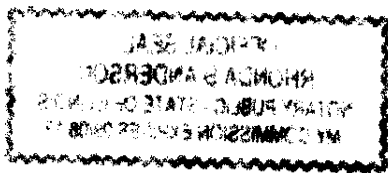
Notary Public in and for the State of Illinois

My commission expires 09-08-2012



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ADDENDUM A

Note. The word "Note" means the promissory note dated January 25, 2008, in the original principal amount of \$800,000.00, as modified by the Forbearance Agreement dated January 8, 2009, from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

Forbearance Agreement. The Forbearance Agreement dated as of January 8, 2009, between and among 3FJ Construction Company, Inc., Robert Chavin, and Heritage Community Bank, attached hereto, is incorporated into this Assignment of Rents and made a part hereof.

To the extent any term or condition of the Assignment of Rents is inconsistent with any term or condition of the Forbearance Agreement, the term or condition as set forth in the Forbearance Agreement shall govern.



A handwritten signature in black ink, appearing to be 'RC', is written over a horizontal line.

Property of Cook County Clerk's Office

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FORBEARANCE AGREEMENT

THIS AGREEMENT is made as of the 8th day of January, 2009, between and among 3FJ Construction Company, Inc., Robert Chavin, and Heritage Community Bank ("Heritage").

RECITALS:

A. On January 25, 2008, 3FJ Construction Company, Inc. ("Borrower") borrowed from Heritage and Heritage agreed to lend to Borrower, the sum of Eight Hundred Thousand Dollars and No Cents (\$800,000) (the "Loan") for business purposes. The Loan was evidenced by a Promissory Note in the principal amount of \$800,000. The Promissory Note and all amendments thereto shall be collectively referred to herein as the "Note". The unpaid principal balance due under the Note as of January 1, 2009 is Eight Hundred Thousand Dollars (\$800,000).

B. The Note is secured by the following described documents (collectively, with the Note, the "Security Documents"):

1. Mortgage dated January 25, 2008, from Borrower to Heritage against property located at 3922-24 N. Marshfield, Chicago, Illinois 60613, and all modifications thereto, if any ("Mortgage");
2. Business Loan Agreement dated January 25, 2008, from Borrower to Heritage and all modifications, if any, thereto ("Loan Agreement");
3. Commercial Guaranty from Robert Chavin ("Guarantor") to Heritage dated January 25, 2008, and all modifications thereto, if any ("Guaranty");
4. And all other documents executed and/or delivered by Borrower or Guarantor to Heritage or given at any time to evidence and/or secure the Loan.

C. Pursuant to the Mortgage, Heritage holds a first mortgage against the following property:

Lot 34 and 35 in Sub Block 2 in H. C. Buechner's Subdivision of Block 1 on the Subdivision of Section 19, Township 40 North, Range 14 East of the Third Principal Meridian, (except the Southwest 1/4 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 and the East 1/4 of the South East 1/4 thereof) in Cook County, Illinois

commonly known as 3922-24 N. Marshfield, Chicago, Illinois 60613, PIN #14-19-207-025-0000 and 14-19-207-026-0000 ("Property").

D. Pursuant to the Security Documents, Heritage holds a perfected security interest in the property described in such Security Documents (collectively, the "Collateral").

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E. Default have occurred under the terms of the Security Documents (as hereinafter defined) because, among other things, (1) monthly payments due for August, September, October, November and December have not been paid, and (2) the Loan was accelerated and has not been paid ("Defaults").

F. Heritage is unwilling to renew the Note, and has demanded that Borrower and Guarantor pay the Loan in full.

G. As a result of the Defaults, Heritage is entitled to exercise certain rights and remedies available to Heritage upon the occurrence of a default.

H. Borrower and Guarantor have requested additional time to pay the Loan.

I. The amount due under the Note and other Security Documents as of January 8, 2009 is:

Principal	\$800,000.00
Interest	17,000.00
Late Fees	1,135.02
Total	\$818,135.02

In addition, as of January 12, 2009, the amount of \$1,596.39 in attorneys fees is due pursuant to the terms of the Note and Security Documents.

J. Heritage is willing to forebear from exercising its rights and remedies under the Security Documents from the date hereof to and including July 25, 2009, under the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals Part of Agreement. The foregoing recitals are hereby incorporated into and made a part of this Agreement.
2. Acknowledgment of Defaults. Borrower and Guarantor hereby acknowledge that (a) the Loan is in default; and, (b) they have no defense to such defaults or offsets against such defaults.
3. Forbearance Date. Heritage will forebear from exercising rights and remedies that may be available to Heritage as a result of the maturity of the Note from the date hereof to and including July 25, 2009 ("Forbearance Date"), provided:

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- (a) that the Borrower and Guarantor execute this Forbearance Agreement;
- (b) that, contemporaneously with the execution of this Forbearance Agreement, the Borrower execute and deliver to Heritage an Assignment of Rents against the Property;
- (c) that no "Forbearance Default" (as hereinafter defined) shall have occurred.

Nothing herein is intended nor shall be deemed to waive late fees which have accrued due to the Defaults.

4. Assignment of Rents.

A. Borrower agrees that, contemporaneously with the execution of this Forbearance Agreement, it shall execute an Assignment of Rents ("Additional Security Document") against the Property.

B. Borrower agrees that it shall provide to Heritage (1) copies of all leases executed for rental of the Property, and (2) if no written lease is executed, a summary of all rental terms upon which any tenant occupies any portion of the Property, including the name of the tenant, the unit occupied, the intended length of the tenancy, the monthly rental amount and any other terms of the tenancy.

5. Additional Security Document. The Additional Security Document shall secure:

- (a) all indebtedness of Borrower and/or Guarantor to Heritage due or to become due under the Note, the Security Documents and/or the Additional Security Document;
- (b) all indebtedness due from Borrower and/or Guarantor to Heritage, now existing or hereafter arising;
- (c) all other indebtedness which may become due under any note, mortgage or other document executed in compliance with this Forbearance Agreement.

6. Monthly Payments; Interest Rate.

A. Monthly Payments. Commencing January 25, 2009, until the earlier of (a) the Forbearance Date, or (b) occurrence of a Forbearance Default, Borrower and/or Guarantor shall make monthly payments in the amount of Two Thousand Two Hundred Dollars (\$2,200) ("Monthly Payments"). Except as provided in Paragraph 6B, below, the unpaid balance due on the Note shall bear interest at the non-default rate specified in the Note; interest remaining unpaid after application of the Monthly Payments shall be accrued and shall be due on the Forbearance Date. Monthly Payments shall be applied in accordance with the Security

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Documents.

B. Interest Rate. Until the earlier of (a) the Forbearance Date, or (b) occurrence of a Forbearance Default, the unpaid balance due on the Note shall bear interest at the non-default rate specified in the Note, after which time the interest rate provided in the Note, as increased by the Default Rate Margin (as defined in the Note), shall apply. **Solely for the months of August, September, October, November and December 2008, Heritage shall waive the Default Rate Margin.**

7. Payment of Loan by Forbearance Date. Borrower and Guarantor agree that they shall pay all amounts due under this Agreement, the Security Documents and the Additional Security Documents on or before the Forbearance Date.

8. Payment of Attorneys Fees and Costs. Borrower and Guarantor shall upon the execution of this Agreement pay to Heritage all costs and attorneys fees incurred by Heritage through the date of this Agreement.

9. No Additional Advances or Modifications. Heritage shall have no obligation to make any additional advances under the Loan, and shall have no obligation to make any modifications to the Security Documents or Additional Security Document, unless Heritage, in its sole and absolute discretion, agrees to such advance or modification.

10. Consents, Waivers and Representations. In consideration of Heritage's forbearance from exercising its rights and remedies under the Security Documents, and for other good and valuable consideration, each of Borrower and Guarantor, on behalf of it/himself and all other persons to the extent permitted by applicable law:

- (a) acknowledge and agree that the Loan constitutes a valid and binding obligation of Borrower and Guarantor without offset, recoupment, counterclaim, deduction, defense or claims of any kind, and is secured by liens and security interests granted by Borrower to Heritage by the Security Documents and Additional Security Document. Heritage's security interests and liens are valid, and not subject to any defense relative to validity, priority or perfection,
- (b) hereby waive any and all present and future claims they have or might have against Heritage, its principals, shareholders, affiliates, officers, directors, partners, members, employees, attorneys and agents;
- (c) until all Loan obligations under the Security Documents and Additional Security Document are performed in their entirety, will not petition for, agree to, support, or permit the filing of a bankruptcy case under any chapter of the Bankruptcy Code, whether voluntary or involuntary, by or against it/him; and each of such parties will make all reasonable efforts to cause any such bankruptcy case to be promptly dismissed if it is filed;

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- (d) acknowledge and hereby agree that upon and during the continuance of a Forbearance Default, unless Heritage elects to waive such default, in its sole and absolute discretion, all amounts due Heritage under the Security Documents and Additional Security Document shall become immediately due and payable without written notice to Borrower and/or Guarantor, and Heritage shall be entitled to all of the rights and remedies provided in the Security Documents, Additional Security Document, this Agreement or at law or in equity. Each remedy provided in the Security Documents, Additional Security Document and this Agreement is distinct and cumulative of all other rights or remedies under the Security Documents, Additional Security Document, this Agreement or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever;
- (e) acknowledge and agree that upon the occurrence of a Forbearance Default, and notwithstanding the automatic stay set forth in Section 362(a) of the Bankruptcy Code, (i) Heritage shall thereupon be entitled and Borrower and Guarantor hereby waive any right to prevent Heritage from obtaining immediate relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to Heritage as provided herein, in the Security Documents, in the Additional Security Document or as otherwise provided at law or in equity; (ii) Heritage shall be entitled to relief from any aforementioned stay and to exercise the rights otherwise available to Heritage herein, in the Security Documents or in the Additional Security Document; (iii) Borrower and Guarantor shall and do hereby consent and agree that Heritage shall be entitled to possession of the Property and the Collateral pledged to secure any obligation of Borrower and Guarantor to Heritage; (iv) Borrower and Guarantor shall consent to a financing or cash collateral order in a form acceptable to Heritage, in Heritage's sole and absolute discretion, if requested by Heritage (provided, however, that nothing stated herein should be deemed or constitute a waiver of Heritage's right to object to Borrower's and/or Guarantor's request to use cash collateral under the Bankruptcy Code); and (v) Borrower and/or Guarantor shall not, without Heritage's prior consent (exercisable in Heritage's sole discretion), seek any extension of any time period within which to file or obtain confirmation of any plan;
- (f) in the event of a bankruptcy filing by or against Borrower and/or Guarantor, hereby consent to the appointment of a trustee in bankruptcy if so requested by Heritage after commencement of a case by or against any of Borrower or Guarantor under the Bankruptcy Code;
- (g) **CONSENT TO JURY TRIAL WAIVER. THE BORROWER AND GUARANTOR HEREBY SPECIFICALLY REAFFIRM THE WAIVER OF**

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JURY TRIAL CONTAINED IN THE SECURITY DOCUMENTS AND THE ADDITIONAL SECURITY DOCUMENT. THE BORROWER, GUARANTOR AND HERITAGE WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS AGREEMENT. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY BORROWER, GUARANTOR AND HERITAGE;

- (h) acknowledge and agree that all costs and expenses of any nature (including, without limitation, all filing fees, recording fees, insurance premiums, appraisals, examination audit expenses, attorney and paralegal fees and expenses and out-of-pocket audit expenses) incurred by Heritage in connection with the Security Documents, Additional Security Document and this Agreement, enforcement of its rights and remedies thereunder, or arising in connection with or related to a bankruptcy of Borrower and/or Guarantor, the collection of all indebtedness owed by Borrower and/or Guarantor to Heritage, the defense of any claims or actions asserted or brought against Heritage by any person that arises from or relates to Security Documents, Additional Security Document or this Agreement, or Heritage's claims against Borrower and/or Guarantor, or any other matters in connection therewith, shall be added to and become a part of the Loan.

11. Documents to Remain in Effect. Confirmation of Obligations. The Security Documents shall remain in full force and effect as executed and delivered by the parties, except as previously modified and as expressly modified and amended herein. All references in the Security Documents to any of the specific documents shall be deemed to refer to the Security Documents as modified herein. Borrowers hereby confirm and reaffirm all of their obligations under the Security Documents, as modified and amended herein, and confirm and reaffirm that the Security Documents evidence and secure the Note. Nothing contained herein shall be construed to impair the security or lien of the holder of said instruments, nor to affect nor impair any rights or powers which Heritage may have under said instruments or any other instruments delivered to Heritage, and Borrowers hereby reaffirm the Security Documents and each of the agreements, covenants and obligations set forth therein.

12. Forbearance Default. As defined herein, a "Forbearance Default" shall mean the occurrence of any of the following:

- (a) Borrower and/or Guarantor fail to pay, when due, any amount due pursuant to this Agreement, the Security Documents, the Additional Security Document or any other payment to which Heritage may be entitled;
- (b) any representation, warranty, covenant or certification made in or pursuant to this Agreement, the Security Documents, the Additional Security Document or otherwise made in connection with the Loan shall be incorrect or false;

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- (c) any material representation to Heritage by Borrower or Guarantor as to their financial condition or credit standing proves to be false or misleading or there occurs, in the opinion of Heritage, a material adverse change in the financial condition of the Borrower or Guarantor;
- (d) any default, as defined in the Note, Security Documents or Additional Security Document shall occur, except that the failure to pay the Note at its maturity of January 25, 2009, shall not constitute a Forbearance Default until the earlier of (i) July 25, 2009; or, (ii) the occurrence of any other default under this Agreement, the Security Documents and/or the Additional Security Document;
- (e) any of the parties fails to observe any other requirement, term, condition, covenant, agreement, representation, or obligation of any nature in this Agreement, the Security Documents and/or the Additional Security Document.

13. Non-Waiver and Cumulative Remedies. Any forbearance, failure, delay or omission by Heritage in exercising any right or remedy under any of the Security Documents, the Additional Security Document or this Agreement, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. No single or partial exercise of any right thereunder shall preclude any other or further exercise thereof, nor shall any prior course of conduct by Heritage bind or preclude Heritage from exercising any other course of conduct in the future. Heritage's acceptance or payment of any sum secured by any of the Security Documents, the Additional Security Document and/or this Agreement after the due date of such payment shall not be a waiver of Heritage's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any further occasion. All rights and remedies of Heritage, whether pursuant to this Agreement, the Security Documents or the Additional Security Document, shall be cumulative and may be exercised separately or concurrently. The rights of Heritage hereunder and under the Security Documents and the Additional Security Document shall be in addition to all other rights and remedies provided at law or in equity.

With respect to all Security Documents, all Additional Security Documents and this Agreement, only waivers made in writing by Heritage shall be effective against Heritage.

14. Certifications, Representations and Warranties. In order to induce Heritage to enter into this Agreement, Borrower and Guarantor hereby certify, represent and warrant to Heritage that all certifications, representations and warranties contained in the Security Documents and in all other documents heretofore delivered to Heritage are true and correct as of the date hereof and all such certifications, representations and warranties are hereby remade as of the date of this Agreement.

15. Additional Certifications, Representations and Warranties. In addition to the certifications, representations and warranties set forth in the Security Documents and the

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Additional Security Document, the Borrower and Guarantor hereby certify, represent and warrant to Heritage that:

- (a) Borrower is an Illinois corporation, duly organized, validly existing and in good standing under the laws of the State of Illinois, has all necessary power to carry on its present business, and has all right, power and authority to enter into and execute and deliver this Agreement and to otherwise perform and consummate the transactions contemplated hereby.
- (b) Guarantor is under no legal disability and has full right, power and authority to enter into and execute and deliver this Agreement and to otherwise perform and consummate the transactions contemplated hereby.
- (c) This Agreement has been duly authorized, executed and delivered by Borrower and Guarantor and constitutes valid and legally binding obligations enforceable against each party in accordance with its terms.
- (d) There is no litigation or administrative proceeding pending or threatened to restrain or enjoin the transactions contemplated by this Agreement or questioning the validity hereof, or in any way contesting the existence or powers of Borrower or Guarantor, or in which an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Agreement.

16. Conditions Precedent. Borrower and Guarantor acknowledge and agree that this Agreement shall be of no force or effect unless and until this Agreement has been executed by Borrower and Guarantor, and delivered to and accepted and executed by Heritage.

17. Agreement of Guarantor. Guarantor expressly agrees to the terms, provisions and conditions of this Agreement and acknowledges and ratifies all other terms of the Guaranty.

18. Not a Novation. Borrower, Guarantor and Heritage expressly state, declare and acknowledge that this Agreement is not intended as a novation.

19. ACKNOWLEDGMENT. BORROWER AND GUARANTOR ACKNOWLEDGE THAT THEY HAVE THOROUGHLY READ AND REVIEWED THE TERMS AND PROVISIONS OF THIS AGREEMENT, THE SECURITY DOCUMENTS AND THE ADDITIONAL SECURITY DOCUMENT AND THEY ARE FAMILIAR WITH THE TERMS OF SAME; THAT THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT HAVE BEEN THOROUGHLY READ BY BORROWER AND GUARANTOR AND ARE CLEARLY UNDERSTOOD AND FULLY AND UNCONDITIONALLY CONSENTED TO BY BORROWER AND GUARANTOR. BORROWER AND GUARANTOR HAVE HAD FULL BENEFIT AND ADVICE OF COUNSEL OF THEIR SELECTION (OR HAVE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL BUT HAVE VOLUNTARILY DECLINED TO DO SO), IN REGARD TO UNDERSTANDING

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THE TERMS, MEANING, AND EFFECTS OF THIS AGREEMENT, THE SECURITY DOCUMENTS AND THE ADDITIONAL SECURITY DOCUMENT. BORROWER AND GUARANTOR FURTHER ACKNOWLEDGE THAT ITS/HIS EXECUTION OF THIS AGREEMENT, THE SECURITY DOCUMENTS AND ADDITIONAL SECURITY DOCUMENT IS AND WAS DONE FREELY, VOLUNTARILY AND WITH FULL KNOWLEDGE, AND WITHOUT DURESS. IN EXECUTING THIS AGREEMENT, THE SECURITY DOCUMENTS AND THE ADDITIONAL SECURITY DOCUMENT, BORROWER AND GUARANTOR HAVE RELIED ON NO OTHER REPRESENTATIONS, EITHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, MADE TO IT/HIM BY ANY OTHER PARTY TO THIS AGREEMENT. BORROWER AND GUARANTOR FURTHER ACKNOWLEDGE THAT THE CONSIDERATION RECEIVED BY BORROWER AND GUARANTOR UNDER THIS AGREEMENT, THE SECURITY DOCUMENTS AND ADDITIONAL SECURITY DOCUMENT HAS BEEN ACTUAL AND ADEQUATE.

20. Entire Agreement. This Agreement sets forth all of the covenants, provisions, agreements, conditions and understandings of the parties relating to the subject matter of this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth, in the Security Documents and/or in the Additional Security Document.

21. Interpretation. Each party acknowledges that it has participated in the negotiation of this Agreement, and no provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto or thereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured, dictated or drafted such provision.

22. Additional Documents. Borrower and Guarantor agree to execute and deliver such other and further documents reasonably requested by Heritage or its counsel to effectuate the intent and purposes of this Agreement, the Security Documents and/or the Additional Security Document.

23. Successors, Assigns, etc. This Agreement shall inure to the benefit of and shall be binding upon the parties and their respective successors, predecessors, divisions, affiliates, subsidiaries, assigns, heirs, executors, directors, trustees, officers, agents, attorneys and legal representatives.

24. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

25. Amendments, Changes and Modifications. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument executed by all of the parties hereto.

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HERITAGE COMMUNITY BANK

By Michael L. Paoletta
Michael L. Paoletta
President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

Michael L. Paoletta appeared before me this 15th day of January, 2009, and executed the foregoing Agreement on behalf of Heritage Community Bank, and acknowledged and represented that he is authorized to execute this Agreement on behalf of Heritage Community Bank.

My Commission Expires: 09-09-2012 Rhonda B. Anderson
Notary Public

