

# UNOFFICIAL COPY



RECORDATION REQUESTED BY:  
West Town Savings Bank  
North Riverside Office  
7820 West 26th Street  
North Riverside , IL 60546

Doc#: 1306542058 Fee: \$62.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/06/2013 01:54 PM Pg: 1 of 13

WHEN RECORDED MAIL TO:  
WEST TOWN SAVINGS BANK  
ATTN. LOAN OPERATIONS  
7820 WEST 26TH STREET  
NORTH RIVERSIDE, IL 60546

SEND TAX NOTICES TO:  
Michael A. Vanek  
Joy A. Vanek  
4514 S. Emerald Avenue  
Chicago, IL 60609

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:  
Kevin G. Kosobucki, EVP  
West Town Savings Bank  
7820 West 26th Street  
North Riverside , IL 60546

C.T.I./W  
8913220-  
20126875 3003KB



West Town Savings Bank

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated January 10, 2013, is made and executed between Michael A. Vanek, whose address is 4514 S. Emerald, Chicago, IL 60609 and Joy A. Vanek, whose address is 4514 S. Emerald, Chicago, IL 60609 (referred to below as "Grantor") and West Town Savings Bank, whose address is 7820 West 26th Street, North Riverside , IL 60546 (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:

P.I.N. 20-05-101-017

THAT PART OF LOT 8 OF THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE NORTH LINE OF SECTION 5, SAID LINE ALSO BEING THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 95-25/100 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8 AND OF THE NORTHEAST CORNER OF SAID NORTHWEST 1/4 OF THE NORTHWEST 1/4; RUNNING THENCE SOUTH 206-28/100 FEET, MORE OR LESS, TO A POINT APPROXIMATELY IN THE CENTER OF THE PAVEMENT BETWEEN THE BUILDING LOCATED ON THE

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(Continued)

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HEREIN DESCRIBED PROPERTY AND THE BUILDING TO THE SOUTH THEREOF, SAID POINT BEING IN A LINE PARALLEL TO AND 33-72/100 FEET NORTH OF THE SOUTH LINE OF SAID LOT 8; THENCE WEST ALONG SAID LINE 33-72/100 FEET NORTH OF AND PARALLEL TO SAID SOUTH LINE OF SAID LOT 8, A DISTANCE OF 59 FEET 2 INCHES TO A POINT; THENCE NORTH PARALLEL TO AND 59 FEET 2 INCHES WEST OF THE EAST LINE OF THE PROPERTY HEREIN DESCRIBED 206-28/100 FEET TO SAID NORTH LINE OF SAID LOT 8; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 59 FEET 2 INCHES TO THE PLACE OF BEGINNING EXCEPTING, HOWEVER, THE NORTH 75 FEET THEREOF TAKEN FOR THE WIDENING OF WEST PERSHING ROAD (39TH STREET), IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-101-018

THE WEST 70.25 FEET OF THE EAST 95.25 FEET OF THE NORTH 193.78 FEET (EXCEPT THE NORTH 75.0 FEET THEREOF) OF LOT 8 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE RIGHT OF WAY OF TRANSIT COMPANY RAILROAD),

ALSO,

THE EAST 12.50 FEET OF LOTS 6, 7 AND 8 (EXCEPT THE NORTH 75.0 FEET THEREOF) IN CIRCUIT COURT PARTITION AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-101-030

THAT PART OF LOTS 7 AND 8 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN NORTH LINE OF SECTION 5 AFORESAID, SAID LINE BEING ALSO THE NORTH LINE OF LOT 8 OF THE CIRCUIT COURT PARTITION AFORESAID, 154.42 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8 AND OF THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID, THENCE SOUTH ALONG A LINE 154.42 FEET WEST OF AND PARALLEL TO EAST LINE OF SAID LOTS 7 AND 8, A DISTANCE OF 206.28 FEET, THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 59.17 FEET FOR A POINT OF BEGINNING, THENCE CONTINUING EAST ON LAST MENTIONED PARALLEL LINE, 3.2 FEET TO A POINT 92.05 FEET WEST OF THE EAST LINE OF SAID LOTS 7 AND 8, THENCE SOUTH ON A LINE 92.05 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOTS 7 AND 8, A DISTANCE OF 127.64 FEET, THENCE EAST ON A LINE PARALLEL TO THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 67.05 FEET TO A POINT 25 FEET WEST OF THE EAST LINE OF SAID LOTS 7 AND 8; THENCE NORTH 140.14 FEET, THENCE WEST ON A LINE 193.78 FEET SOUTH OF THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 70.25 FEET, THENCE SOUTH ON A LINE 95.25 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOTS 7 AND 8, A DISTANCE OF 12.5 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

P.I.N 20-05-101-031

THAT PART OF LOTS 6 AND 7 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 6, a distance of 89.28 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE WEST ALONG THE SOUTH LINE OF LOT 6, A DISTANCE OF 65.00 FEET; THENCE NORTH ALONG A LINE 154.28 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 6, A DISTANCE OF 205.86 FEET; THENCE EAST ALONG A LINE 205.86 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF LOT 6, A DISTANCE OF 65.00 FEET; THENCE SOUTH ALONG A LINE 89.28 FEET WEST OF THE EAST LINE OF SAID LOT 6, A DISTANCE OF 205.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-101-032

THE WEST 64.28 FEET OF THE EAST 89.28 OF THE NORTH 16.00 FEET OF LOT 6 AND THE WEST 64.28 FEET OF THE EAST 89.28 FEET OF THE SOUTH 35.86 FEET OF LOT 7 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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P.I.N. 20-05-101-033

THE WEST 64.28 FEET OF THE EAST 89.28 FEET OF THE SOUTH 154.00 FEET OF LOT 6 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-101-037

THAT PART OF LOTS 6, 7 AND 8 OF THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID SECTION 5, BEING THE NORTH LINE OF SAID LOT 8, SAID POINT BEING 267.48 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8, TO A POINT IN THE SOUTH LINE OF SAID LOT 6, SAID POINT BEING 264.83 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 6 (EXCEPTING THEREFROM THE EAST 154.42 FEET AND THE NORTH 75.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-101-038

THAT PART OF LOTS 7 AND 8 IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 206.28 FEET SOUTH OF THE NORTH LINE OF LOT 8 AFORESAID AND 154.42 FEET WEST OF THE EAST LINE OF LOT 8 AFORESAID; THENCE EAST, PARALLEL WITH THE NORTH LINE OF LOT 8 AFORESAID, 62.37 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF LOTS 7 AND 8 AFORESAID, 127.64 FEET; THENCE EAST, PARALLEL WITH THE NORTH LINE OF LOT 8 AFORESAID, 67.05 FEET; THENCE SOUTH, PARALLEL WITH THE EAST LINE OF LOTS 7 AND 8 AFORESAID, 65.00 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF LOT 8 AFORESAID, 129.42 FEET; THENCE NORTH, 192.64 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-101-042

THAT PART OF LOT 4 LYING EAST OF A LINE 732.76 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5 (EXCEPT THAT PART BEGINNING ON THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 917.27 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5; THENCE EAST AT RIGHT ANGLES 45.47 FEET TO THE EAST LINE OF ASHLAND AVENUE AS WIDENED FOR A POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 23 MINUTES 41 SECONDS EAST, 38.03 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, A DISTANCE OF 91.8 FEET; THENCE NORTH 90 DEGREES 29 MINUTES 41 SECONDS EAST, 110.16 FEET TO THE NORTHERLY LINE OF THE PROPOSED UNION STOCK YARD AND TRANSIT COMPANY RIGHT-OF-WAY; THENCE NORTHEASTERLY ON SAID NORTHERLY LINE ALONG AN ARC OF A CIRCLE CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 2802.0 FEET TO A POINT ON THE NORTHERLY LINE OF THE SOUTHERLY 30 FEET, SAID POINT BEING 593.37 FEET EAST AT RIGHT ANGLES TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 5; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 30 FEET TO THE EAST LINE OF ASHLAND AVE AS WIDENED; THENCE NORTH TO THE POINT OF BEGINNING) IN THE CIRCUIT COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-101-045

THAT PART OF LOT 5 LYING EAST OF A LINE BEING 732.76 FEET WEST OF THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 5, EXCEPT THAT PART LYING SOUTHEASTERLY OF A LINE DESCRIBED AS FOLLOWS: BEGINNING ON THE SOUTHEASTERLY LINE AT A POINT BEING 38.60 FEET SOUTHWESTERLY OF THE MOST NORTHERLY SOUTHEAST CORNER;

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THENCE NORTHEASTERLY TO A POINT ON SAID EAST LINE 33.34 FEET NORTH OF THE MOST NORTHERLY SOUTHEAST CORNER ALL IN CIRCUIT COURT PARTITION, A SUBDIVISION OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE SOUTH LINE OF LOT 5 AFORESAID WITH A LINE DRAWN 30.00 FEET NORTHWESTERLY OF AND PARALLEL WITH THE ORIGINAL NORTHWESTERLY RIGHT-OF-WAY LINE OF THE UNION STOCK YARD AND TRANSIT COMPANY OF CHICAGO, 66.00 FEET WIDE, SAID NORTHWESTERLY LINE BEING ALSO THE SOUTHEASTERLY LINE OF LOT 4 IN CIRCUIT COURT PARTITION AFORESAID, AND PASSING THROUGH THE NORTHEAST CORNER OF LOT 5 AFORESAID, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-102-001

THAT PART OF LOT 3 IN PACKER'S FOURTH ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, described as follows:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3 IN PACKER'S FOURTH ADDITION AFORESAID; THENCE EAST 165 FEET TO A POINT 30 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH PARALLEL WITH AND 30 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 275.20 FEET; THENCE SOUTHWESTERLY ON A CURVED LINE CURVING TO THE WEST WITH A RADIUS OF 450.30 FEET, 252.50 FEET TO THE SOUTH LINE OF SAID LOT 3 AND 98.50 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WEST 96.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 516 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-102-003

LOT 2 IN PACKER'S FOURTH ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, in cook county, illinois.

P.I.N. 20-05-102-052

THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER COMMENCING AT THE NORTHWEST CORNER OF SAID EAST 25 ACRES; THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 403.48 FEET; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF A 30 FOOT RIGHT OF WAY 272.76 FEET; THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID EAST 25 ACRES, 178.71 FEET; THENCE SOUTHWEST 96.38 FEET; THENCE SOUTHWESTERLY 253.43 FEET TO A POINT 470.7 FEET SOUTH OF SAID NORTH LINE AND 329 FEET EAST OF THE WEST LINE OF SAID EAST 25 ACRES; THENCE SOUTHWESTERLY 287.7 FEET TO THE INTERSECTION OF A LINE PRODUCED FROM A POINT 300 FEET EAST OF THE SAID LINE AND 333 FEET SOUTH OF THE NORTH LINE TO A POINT ON SAID WEST LINE 538.25 FEET SOUTH OF SAID NORTH LINE; THENCE SOUTHWESTERLY ON SAID PRODUCED LINE TO SAID WEST LINE; THENCE NORTH 538.25 FEET TO THE POINT OF BEGINNING, (EXCEPT STREET) AND (EXCEPT THAT PART OF SAID TRACT COMMENCING AT A POINT IN THE NORTH LINE OF SAID EAST 25 ACRES, 349.5 FEET EAST OF SAID NORTHWEST CORNER; THENCE EAST ALONG SAID NORTH LINE 53.98 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE C.J. RAILWAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE 272.76 FEET; THENCE SOUTH PARALLEL TO SAID WEST LINE 178.71 FEET; THENCE SOUTHWESTERLY AT AN ANGLE OF 137 DEGREES 06 MINUTES 10 SECONDS, 96.38 FEET; THENCE CONTINUING SOUTHWESTERLY AT AN ANGLE OF 150 DEGREES 44 MINUTES 19 SECONDS, 231.53 FEET TO A POINT 349.5 FEET EAST OF SAID WEST LINE OF SAID EAST 25 ACRES; THENCE NORTH PARALLEL TO SAID WEST LINE TO THE POINT OF BEGINNING) ALL IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 1 IN PACKER'S FOURTH ADDITION BEING A SUBDIVISION OF THE WEST 15 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID, 55.54 FEET EAST, AS MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER OF LOT 1 AFORESAID, TO A POINT 343.16 FEET SOUTH

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OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 694.30 EAST OF THE WEST LINE OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS;

ALSO;

THAT PART OF THE EAST 25 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER COMMENCING ON THE NORTH LINE OF SAID EAST 25 ACRES 349.5 FEET EAST OF THE NORTHWEST CORNER OF SAID EAST 25 ACRES; THENCE CONTINUING ALONG SAID LINE, 53.98 FEET TO THE WESTERLY RIGHT OF WAY OF THE C.J. RAILWAY COMPANY'S RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY 117.04 FEET TO A POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE 155.94 FEET; THENCE SOUTH PARALLEL TO SAID WEST LINE 178.71 FEET; THENCE SOUTHWEST 96.38 FEET; THENCE SOUTHWESTERLY 231.53 FEET; THENCE NORTH PARALLEL TO SAID WEST LINE, 398.39 FEET; THENCE EASTERLY MAKING AN ANGLE OF 91 DEGREES 30 MINUTES 14 SECONDS EAST WITH THE LAST DESCRIBED LINE, AS MEASURED FROM SOUTH TO EAST, 153.51 FEET TO THE POINT OF BEGINNING (EXCEPT THE EAST 40 FEET OF THE WEST 389.5 FEET OF THE NORTH 390 FEET OF SAID EAST 25 ACRES) ALL IN THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHWESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 1 IN PACKER'S FOURTH ADDITION BEING A SUBDIVISION OF THE WEST 15 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID, 55.54 FEET EAST, AS MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER OF LOT 1 AFORESAID, TO A POINT 343.16 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 694.30 EAST OF THE WEST LINE OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID, IN COOK COUNTY, ILLINOIS;

ALSO;

THE EAST 40 FEET (EXCEPT THAT PART TAKEN FOR STREET) OF THE WEST 389.5 FEET OF THE NORTH 390 FEET OF THE EAST 25 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 20-05-102-053

THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN COMMENCING AT A POINT ON THE NORTH LINE OF THE EAST 25 ACRES OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 5, A DISTANCE OF 403.48 FEET EAST OF THE WEST LINE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF C.J. RAILWAY COMPANY, 117.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID LINE, 155.94 FEET; THENCE SOUTH PARALLEL TO SAID WEST LINE, 178.71 FEET; THENCE SOUTHWEST 96.38 FEET; THENCE SOUTHWESTERLY 253.43 FEET TO A POINT 470.7 FEET SOUTH OF SAID NORTH LINE AND 329 FEET EAST OF THE WEST LINE OF SAID EAST 25 ACRES; THENCE SOUTHWESTERLY 287.7 FEET TO THE INTERSECTION OF A LINE PRODUCED FROM A POINT 300 FEET EAST OF THE SAID LINE AND 333 FEET SOUTH OF THE NORTH LINE TO A POINT ON SAID WEST LINE 538.25 FEET SOUTH OF SAID NORTH LINE; THENCE SOUTHWESTERLY ON SAID PRODUCED LINE TO SAID WEST LINE; THENCE SOUTH TO A POINT 627.87 FEET SOUTH OF SAID NORTH LINE; THENCE NORTHEASTERLY IN A STRAIGHT LINE 128.42 FEET TO A POINT 601.72 FEET SOUTH OF SAID NORTH LINE AND 3343.53 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE EASTERLY 123.89 FEET; THENCE NORTHEASTERLY 334.74 FEET TO A POINT 492.47 FEET SOUTH OF SAID NORTH LINE AND 2899.75 FEET WEST OF THE EAST LINE OF SAID SECTION 5; THENCE NORTHEASTERLY ON A CURVE HAVING A RADIUS OF 797.86, FEET CONVEX NORTHWESTERLY ON AN ARC MEASURING 230.32 FEET; THENCE EASTERLY 7.5 FEET TO THE WEST LINE OF RACINE AVENUE; THENCE NORTH ALONG THE LAST DESCRIBED LINE TO A POINT OF CURVATURE HAVING A RADIUS OF 317.44 FEET CONVEX SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE SOUTH LINE OF PERSHING

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ROAD; THENCE WEST TO THE POINT OF BEGINNING,  
 LYING NORTH AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT  
 ON THE SOUTH LINE OF LOT 1 IN PACKER'S FOURTH ADDITION BEING A SUBDIVISION OF THE WEST  
 15 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID, 55.54 FEET  
 EAST, AS MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER OF LOT 1  
 AFORESAID; THENCE NORTHEASTERLY, 759.65 FEET, TO A POINT 343.16 FEET SOUTH OF SAID  
 NORTH LINE AND 694.30 EAST OF THE WEST LINE OF THE EAST 25 ACRES OF THE NORTHEAST 1/4  
 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID; THENCE EAST, 108.29 FEET, ALONG A LINE  
 DRAWN 343.16 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE, TO ITS INTERSECTION WITH  
 THE WEST LINE OF SOUTH RACINE AVENUE, SAID WEST LINE BEING 20.00 FEET WEST OF AND  
 PARALLEL WITH THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID,  
 EXCEPTING THEREFROM THAT PART LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF C.J.  
 RAILWAY COMPANY AFORESAID,  
 IN COOK COUNTY ILLINOIS.

P.I.N. 20-05-102-059

THAT PART OF LOT 3 IN PACKER'S FOURTH ADDITION TO CHICAGO, A SUBDIVISION OF PART OF THE  
 NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD  
 PRINCIPAL MERIDIAN, EXCEPT THEREFROM THE FOLLOWING DESCRIBED LAND: COMMENCING AT THE  
 NORTHWEST CORNER OF LOT 3 IN PACKER'S FOURTH ADDITION AFORESAID; THENCE EAST 165 FEET  
 TO A POINT 30 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 3; THENCE SOUTH PARALLEL  
 WITH AND 30 FEET WEST OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 275.20 FEET; THENCE  
 SOUTHWESTERLY ON A CURVED LINE CURVING TO THE WEST WITH A RADIUS OF 450.30 FEET,  
 252.50 FEET TO THE SOUTH LINE OF SAID LOT 3 AND 98.50 FEET WEST OF THE SOUTHEAST CORNER  
 OF SAID LOT 3; THENCE WEST 96.50 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE  
 NORTH 516 FEET TO THE PLACE OF BEGINNING (EXCEPT THAT PART TAKEN FOR STREET);  
 TOGETHER WITH THAT PART OF LOT 4 IN PACKER'S FOURTH ADDITION AFORESAID;  
 TOGETHER WITH THAT PART OF TRANSIT AVENUE (PRIVATE STREET) IN PACKER'S FOUR ADDITION  
 AFORESAID;

TOGETHER WITH THAT PART OF SOUTH PACKERS AVENUE (PRIVATE STREET) IN PACKER'S FOUR  
 ADDITION AFORESAID, LYING SOUTH OF THE SOUTH LINE OF TRANSIT AVENUE AFORESAID  
 EXTENDED EAST AND LYING NORTH OF A LINE DRAWN PERPENDICULARLY TO THE WEST LINE OF  
 SAID PACKERS AVENUE, 4.80 FEET SOUTH, AS MEASURED ALONG SAID WEST LINE, FROM THE  
 SOUTHEAST CORNER OF LOT 4 AFORESAID;

ALL TAKEN AS ONE TRACT,

LYING NORTHWESTERLY OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 5 IN CIRCUIT  
 COURT PARTITION OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 5 AFORESAID TO  
 THE SOUTHWEST CORNER OF LOT 1 IN PACKER'S FOURTH ADDITION AFORESAID, IN COOK COUNTY,  
 ILLINOIS.

P.I.N. 20-05-102-060

THAT PART OF LOT 1 (EXCEPT STREET) IN PACKER'S FOURTH ADDITION TO CHICAGO, A  
 SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE  
 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE DRAWN 897.41 WEST OF AND  
 PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, IN COOK  
 COUNTY, ILLINOIS.

P.I.N. 20-05-102-061

THAT PART OF LOT 1 (EXCEPT STREET) IN PACKER'S FOURTH ADDITION TO CHICAGO, A  
 SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 38 NORTH, RANGE  
 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN 897.41 WEST OF AND  
 PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5, AND LYING  
 NORTHEASTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTH LINE OF LOT 1 AFORESAID, 55.54

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FEET EAST, AS MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER OF LOT 1 AFORESAID, TO A POINT 343.16 FEET SOUTH OF THE NORTH LINE OF SAID NORTHWEST 1/4 AND 694.30 EAST OF THE WEST LINE OF THE EAST 25 ACRES OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 5, IN COOK COUNTY, ILLINOIS.

The Property or its address is commonly known as 3920 S. Loomis Street, Chicago, IL 60623. The Property tax identification number is 20-05-101-017/20-05-101-018/20-05-101-030/20-05-101-031/20-05-101-032/20-05-101-033/20-05-101-037/20-05-101-038/20-05-101-042/20-05-101-045/20-05-102-001/20-05-102-003/20-05-102-052/20-05-102-053/20-05-102-059/20-05-102-060/20-05-102-061/.

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 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.

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## ASSIGNMENT OF RENTS (Continued)

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**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 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



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## ASSIGNMENT OF RENTS (Continued)

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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 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.

**Death or Insolvency.** The death of Grantor, 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.

**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

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## ASSIGNMENT OF RENTS

(Continued)

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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 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 proceeding, (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.

**Joint and Several Liability.** All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Assignment.

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## ASSIGNMENT OF RENTS (Continued)

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**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 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 person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or 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.

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**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.

**Borrower.** The word "Borrower" means Michael A. Vanek and Joy A. Vanek.

**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 Michael A. Vanek and Joy A. Vanek.

**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 West Town Savings Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated January 10, 2013, in the original principal amount of \$3,500,000.00 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 5.500% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$24,324.48 each and one irregular last payment estimated at \$2,986,500.58. Grantor's first payment is due March 5, 2013, and all subsequent payments are due on the same day of each month after that. Grantor's final payment will be due on February 5, 2018, 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,

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## ASSIGNMENT OF RENTS (Continued)

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.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JANUARY 10, 2013.**

**GRANTOR:**

X Michael A. Vanek  
Michael A. Vanek

X Joy A. Vanek  
Joy A. Vanek

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ill

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COUNTY OF COOK

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On this day before me, the undersigned Notary Public, personally appeared **Michael A. Vanek and Joy A. Vanek**, to me known to be the individuals described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of January, 20 13.

By Kristi Brennan Residing at \_\_\_\_\_

Notary Public in and for the State of ILLINOIS

My commission expires 3/9/15

