UNOFFICIAL CC

RECORDATION REQUESTED BY:

Diamond Bank FSB 1051 Perimeter Drive Schaumburg, IL 60173

WHEN RECORDED MAIL TO:

Diamond Bank FSB 1051 Perimeter Drive Schaumburg, IL 60173



Doc#: 1312149037 Fee: \$54.00 RHSP Fee:\$10.00 Affidavit Fee:

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 05/01/2013 03:13 PM Pg: 1 of 9

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

Diamond Bank FSB 1051 Perimeter Drive Schaumburg, IL 60173

ASSICHMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated April 3, 2013, is made and executed between Construction Trades Associates, Inc., an Illinois corporation, whose address is 3528 Walnut Ave., Wilmette, IL 60091 (referred to below as "Grantor") and Diamond Bank FSB, whose address is 1051 Perimeter Drive, Schaumburg, IL 60173 (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:

UNIT NUMBERS 1S, 2S, 2N AND 3S IN THE 4921 S. MARTIN LUTHER KING DRIVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: LOT 20 IN BLOCK 2 IN DICKINSON AND COMPANY'S SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 38 NORTH, RANGE 14, EAST OF 1'1E THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED AS EXPARIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 1009244062, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNT CILLINOIS.

THE EXCLUSIVE RIGHT TO THE USE OF GARAGE SPACES P-1, P-3, P-6 AND P-7, AS LIMITED COMMON ELEMENTS, AS DELINEATED ON THE PLAT OF SURVEY ATTACHED TO THE DECLARATION RECORDED AS DOCUMENT NUMBER 1009244062

The Property or its address is commonly known as 4921 S. King Drive, Units 1S, 2S, 2N and 3S, Chicago, IL The Property tax identification number is 20-10-215-049-1002, 20-10-215-049-1003; 20-10-215-049-1004; 20-10-215-049-1006.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or

1312149037 Page: 2 of 9

UNOFFICIAL COPY

ASSIGNMENT OF RENTS (Continued)

Page 2

hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or undiquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Assignment secures the Indebtedness including, without limitation, a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within of the date of this Assignment to the same extent as if such future advance were made as to Borrower so luni) as Borrower complies with all the terms of the Note and Related Documents.

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

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

BORROWER'S WAIVERS AND RESPONSIBILITIES. Leider need not tell Borrower about any action or inaction informed about the Property. Borrower waives any defenses that may arise because of any action or inaction in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or falls to take under this Assignment.

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 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

1312149037 Page: 3 of 9

UNOFFICIAL CC

ASSIGNMENT OF RENTS (Continued)

Page 3

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 cours 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 Proparty.

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 Lenc'er 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 at ove

No Requirement to Act. Lender shall not be require 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 he applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed iron the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demard, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and cine wise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Columents, 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 Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any

1312149037 Page: 4 of 9

UNOFFICIAL COPY

ASSIGNMENT OF RENTS (Continued)

Page 4

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 required to discharge or pay under this Assignment or any Related Documents. Lender on Grantor's behalf may discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Ronts or the Property and paying all bosts for insuring, maintaining and preserving the Property, under the Note from the data incurred or paid by Lender to the date of repayment by Grantor. All such expenses will accome a part or the indebtedness and all Lender's option, will (A) be payable on demand; (B) to become due the first of the Note and be apportioned among and be payable with any installment payments. Note; or (C) be under on a balloon payment which will be due and payable at the Note's maturity. The remedies to which Lender why be entitled upon Default.

DEFAULT—Fact of the follows:

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

Payment Default. Concover tails to make any payment when due under the indebtedness.

Other Defaults Forcest and American America

Other Defaults. Borrower or Grantor wills to comply with or to perform any other term, obligation, covenant or condition contained in this Astrophent or in any of the Related Documents or to comply with and Borrower or Grantor.

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

Default in Favor of Third Parties. Borrower or Grantor defaults trader any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person obligations under this Assignment or any of the Related Documents.

Environmental Default. Pallure of any party to comply with or perform when due any term, obligation, covernant or condition contained in any environmental agreement executed in connection with the Property

False Statements. Any warranty, representation or statement made or furnished to conder by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Coruments 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 thereuiter.

Detective 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).

Insolvency. The dissolidant of termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Greditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help repossession or any other method, by any creditor of Borrower or Grantor or garnishment of any of florrower's or Grantor's accounts, including deposit accounts, with Lender.

1312149037 Page: 5 of 9

UNOFFICIAL COPY

ASSIGNMENT OF RENTS (Continued)

Page 5

However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or 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, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty or the Indebtedness.

Adverse Change. \ material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payme it 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 Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amoun's past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedress. 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 design tes Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Gruntor 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 preson from serving as

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or

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

1312149037 Page: 6 of 9

UNOFFICIAL COPY

ASSIGNMENT OF RENTS (Continued)

Page 6

Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure paid. Expenses accered by this paragraph include, without limitation, however subject to any limits target applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a target any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, 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:

Amendates This assignment, together with any Related Documents, constitutes the entire or amendment to this Assignment shall be effective unless given in writing and signed by the party or Caption Headens.

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

Governing Law This Assignment will be governed by federal law applicable to Lender and, to the extent provisions This Assignment has one accepted by Lender in the State of Illinois.

Choice of Venue. If there is a laws at Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Cook County. State of (limp):

Joint and Several Liability. All obligations of Bourdwer and Granter under this Assignment shall be joint and shall mean each and every Granter, and all references to Borrower obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, guaranteed under this Assignment.

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 the cases where there is more than one Borrower or Granfor, 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 niew sue any one first, and that Borrower nied not be joined in any lawsuit. (3) The names given to paragraphs or sections provisions of this Assignment are for convenience purposes only. They are not to be used to interpret or define the

No Waiver by Lender. Londer 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 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 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

1312149037 Page: 7 of 9

UNOFFICIAL COPY

ASSIGNMENT OF RENTS (Continued)

Page 7

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 us 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 an Umitations 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 vaives 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 JUDGME'N 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 Marko Boldun and Arthur Gurevich.

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

1312149037 Page: 8 of 9

UNOFFICIAL CO

ASSIGNMENT OF RENTS (Continued)

Page 8

Event of Default. The words "Event of Default" mean any of the events of default set forth in this

Grantor. The word "Grantor" means Construction frades Associates, Inc.

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

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, modific dons of consolidations of and substitutions for the Note or Related Documents and any amounts expended to advanced by Lender to discharge Granton's obligations or expenses incurred by Lender to enforce Granter's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Close-Collateralization provision of this Assignment

Lender. The word "Lender" means Diamond Bank FSB, its successors and assigns.

Note. The word "Note" means the promissory note dated April 3, 2013, in the original principal amount of \$450,000.00 from Borrowe 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 at the based upon an index. The index currently is 3.250% per annum. Interest on the unpaid principal balance of the Note will be calculated using a rate of 2.000 percentage points over the index adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 5.250% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: In one payment of all outstanding principal plus all accrued unpaid interest on April 3, 2014. In a ldi jon, Borrower will pay regular monthly payments of all accrued unpaid interest due as of each payment date, beginning May 3, 2013, with all subsequent interest payments to be due on the same day of each month after hat. If the index increases, the payments tied to the index, and therefore the total amount secured hereunde, 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 lass than 5.250% per armon or more than the maximum rate allower, 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, moltgarger, 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

The word "Rents oneens all of Gramor'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, borruses, accounts receivable, casti 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 polinic payment and proceeds thereunder.

1312149037 Page: 9 of 9

UNOFFICIAL COPY

ASSIGNMENT OF RENTS (Continued)

Page 9

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 APRIL 3, 2013. GRANTOR: CONSTRUCTION THADES ASSOCIATES, INC. Picsident of Construction Trades Associates, By: Inc. 🗸 CORPORATE ACKNOWLEDGMENT 'OFFICIAL SEAL' J.C. SCARDULLO Notary Public, State of Eurols) SS My Commission Expires 06/18/13 COUNTY OF Will before me, the undersigned Notary 2013 Public, personally appeared Arthur Gurevich, President of Construction Trades Associates, 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 co por ition, 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. Residing at Diomand Bank Notary Public in and for the State of ______ My commission expires 618/13

LASER PRO Lending, Ver. 12.4.10.003 Copr. Harland Financial Solutions, Inc. 1997, 2013. All Rights Reserved. - IL K:\APPS\LASERPRO\CFI\LPL\G14.FC TR-1348 PR-1