

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Thomas McMahon
5617 N. Ozark
Chicago, IL 60631



Doc#: 1515316033 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 06/02/2015 11:53 AM Pg: 1 of 9

WHEN RECORDED MAIL TO:

Anthony Campanale
155 N. Michigan Ave., #515
Chicago, IL 60601

FOR RECORDER'S USE ONLY

This Instrument prepared by:

Anthony Campanale
Anthony Campanale & Associates
155 N. Michigan Ave., #515
Chicago, IL 60601

ASSIGNMENT OF RENTS

This Assignment of Rents ("Assignment") is dated as of March 1, 2014, between Rothchild, Inc., an Illinois general corporation ("Grantor"), and Thomas R. and Kathleen A. McMahon ("Lender").

SECTION 1: ASSIGNMENT

1.1 Assignment. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents to the real property described on the attached Exhibit A.

1.2 Scope. This Assignment is given to secure (1) payment of the indebtedness under the terms of the Note and (2) performance of any and all obligations under this Assignment, the Mortgage, and the Related Documents. This Assignment is given on the terms set forth herein.

SECTION 2: REPRESENTATIONS AND WARRANTIES

2.1 Grantor's Representations and Warranties with Respect to the Rents. With respect to the Rents, Grantor represents and warrants to Lender that:

(a) 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.

(b) 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.

(c) No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force. To the extent that Grantor has employed a manager or agent to collect

UNOFFICIAL COPY

the Rents, Grantor shall immediately inform such manager or agent of this assignment and such manager or agent shall attorn to the rights of Lender hereunder.

(d) No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as otherwise provided in this Assignment.

2.2 Survival of Representations and Warranties. Grantor understands and agrees that Lender is relying upon the above representations and warranties in making the loans under the Mortgage and Note. Grantor agrees that the foregoing representations and warranties shall be continuing in nature and shall remain in full force and effect until, unless otherwise specified herein, such time as the Indebtedness shall be paid in full, or until this Assignment shall be released, whichever is the last to occur.

SECTION 3: PERFORMANCE; AGREEMENTS REGARDING RENTS

3.1 Payment and Performance. Except as otherwise provided in this Assignment, 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 Event of 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.

3.2 Lender's Right to Collect Rents. Lender shall have the right at any time, and even though no Event of 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:

- (a) 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.
- (b) 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; and remove any tenant or tenants or other persons from the Property.
- (c) 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 any services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition; and to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.
- (d) 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.
- (e) 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.
- (f) Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in

UNOFFICIAL COPY

Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

(g) 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.

(h) 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.

3.3 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 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 Default Rate charged under the Note from date of expenditure until paid.

3.4 Full Performance. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Mortgage, 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 interest in the Rents and the Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

3.5 Expenditures by Lender. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would adversely affect Lender's interests in the Property, Lender on Grantor's behalf may; but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the Default Rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, 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 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. This Assignment also will secure payment of these amounts. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of an Event of Default. Any such action by Lender shall not be construed as curing the Event of Default so as to bar Lender from any remedy that it otherwise would have had.

SECTION 4: EVENTS OF DEFAULT; REMEDIES

4.1 Events of Default. A default in the performance of any obligation hereunder or any Event of Default under the Loan Agreement shall constitute an Event of Default hereunder.

4.2 Rights and Remedies. Upon the occurrence of any Event of Default and at any time thereafter, Lender may, at its option, exercise anyone or more of the following rights and remedies, in addition to any other rights or remedies provided at law or in equity:

(a) Accelerate Indebtedness. Lender shall have the right without notice to Grantor to . declare the entire

UNOFFICIAL COPY

Indebtedness immediately due and payable, including any prepayment fee which Grantor would be required to pay.

(b) UCC Remedies. Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

(c) 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 may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If Lender collects the Rents, 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 subsection either in person, by agent, or through a receiver.

(d) Mortgagee in Possession and Receiver. 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.

(e) Other Rights and Remedies. Lender shall have all other rights and remedies provided in this Assignment, the Mortgage or available at law or in equity.

4.3 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 take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

4.4 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 attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all expenses incurred by Lender 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 from the date of expenditure until repaid at the Default Rate under the Note. 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 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, and title insurance. Grantor also will pay any court costs, in addition to all other sums provided by law.

SECTION 5: DEFINITIONS; MISCELLANEOUS PROVISIONS.

UNOFFICIAL COPY

5.1 Definitions. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Illinois Uniform Commercial Code (810 ILCS 1/1, seq. as amended from time to time). All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean any of the Events of Default set forth in Section 4.1 hereof.

Grantor. The word "Grantor" means 4738 Main Street corporation, an Illinois general corporation ("Borrower"), its successors and permitted assigns.

Indebtedness. The word "Indebtedness" means all amounts payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or anyone or more of them, as well as all claims by Lender against Grantor, or anyone or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable. At no time shall the principal amount of the Indebtedness secured by this Assignment, not including sums advanced to protect the security of this Assignment, exceed the Maximum Amount Secured.

Lender. The word "Lender" means Loans 4 U, Inc., an Illinois general corporation ("Lender"), its successors and assigns.

Mortgage. The word "Mortgage" mean that certain Mortgage dated July 13, 2012 between Grantor and Lender, as it may be amended from time to time.

Maximum Amount Secured. The words "Maximum Amount Secured" shall for the purpose of this instrument means an unlimited amount.

Note. The word "Note" means that certain Promissory Note executed by Grantor to Lender dated ZJuly 13, 2012 in the principal amount of Forty Thousand and no/100 Dollars (\$40,000.00), together with all renewals, extensions, modifications, refinancings, consolidations, and substitutions for such promissory note. The Note has a maturity date of July 12, 2013.

Person. The word "Person" means an individual or a corporation, partnership, trust, incorporated or an an incorporated association, joint venture, joint stock company, limited liability company, government (or any instrumentality, division, agency, body or political subdivision thereof) or other entity of any kind.

Property. The word "Property" means the Real Property, and all improvements thereon.

UNOFFICIAL COPY

5.2 Multiple Parties; Corporate Authority. 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 of the persons signing below is responsible for all obligations in this Assignment. To the extent that Grantor is a corporation, partnership, limited liability company, or trust it hereby represents and warrants to Lender that the execution of this Assignment has been authorized by all necessary corporate, partnership, limited liability company, or trust action, as the case may be.

5.3 Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

5.4 Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest in the Real Property or a change in ownership of Grantor, 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, extension or any other modification without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

5.5 Survival. All warranties, representations, and covenants made by Grantor in this Assignment or in any certificate or other instrument delivered by Grantor to Lender under this Assignment shall be considered to have been relied upon by Lender and will survive the making of the loan secured hereby and delivery to Lender of the Related Documents, regardless of any investigation made by Lender or on Lender's behalf.

5.6 Time Is of the Essence. Time is of the essence in the performance of this Assignment.

5.7 Agency. Nothing in this Assignment shall be construed to constitute the creation of a partnership or joint venture between Lender and Grantor or any Person. Lender is not an agent or representative of Grantor. This Assignment does not create a contractual relationship with and shall not be construed to benefit or bind Lender in any way with or create any contractual duties by Lender to any contractor, subcontractor, materialman, laborer, or any other Person.

5.8 Notices. Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by another, or whenever any of the parties desires to give or serve upon another any communication with respect to this Assignment, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be delivered in person (by personal delivery, delivery service or reputable overnight courier service), or telecopied and confirmed immediately in writing by a copy mailed by United States mail, postage prepaid, addressed as hereafter set forth, or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(i)

UNOFFICIAL COPY

If to Lender, at:
4116 W. Peterson Ave.
Chicago, IL 60646

with a copy to:
Anthony Campanale
19 S. LaSalle Street, Suite 1500
Chicago, IL 60603

(ii)

If to Grantor, at:
10043 C Frontage Road
Skokie, IL 60077

with a copy to:
Khoi Dang-Vu
5600 W. 26th Street
Cicero, IL 60804

or at such other address as may be substituted by notice given as herein provided. The giving of any notice required hereunder may be waived in writing by the party entitled to receive such notice. Every notice, demand, request, consent, approval, declaration or other communication hereunder shall be deemed to have been duly given or served on the date on which (i) personally delivered (whether in person, by delivery service, or by reputable overnight courier service), (ii) the date of the telecopy transmission (provided the confirmation mailing was sent as provided herein), or (iii) on the date of receipt if sent by the United States mail. Failure or delay in delivering copies of any notice, demand, request, consent, approval, declaration or other communication to the Persons designed above to receive copies, if any, shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

5.9 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.

5.10 Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/1S-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS ASSIGNMENT, ANY AND ALL RIGHTS OF REDEMPTION ON BEHALF OF GRANTOR AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY.

5.11 Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is 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 any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party'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 any of Grantor's obligations as to any future transactions.

UNOFFICIAL COPY

5.12 Lender's Discretion. Whenever this Assignment requires either Lender's consent, election, approval or similar action or otherwise vests in Lender the authority to make decisions and/or determinations, such actions shall be made or withheld in Lender's sole and absolute discretion, unless specifically provided otherwise and the granting of any consent, election, approval or similar action by Lender in any instance shall not constitute continuing consent, election, approval or similar action in subsequent instances where such is required.

5.13 Waiver of Jury Trial. GRANTOR AND LENDER EACH WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (i) UNDER THIS ASSIGNMENT OR ANY RELATED DOCUMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR ANY RELATED DOCUMENT OR (ii) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION HERewith, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST LENDER OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:
Rothchild, Inc.

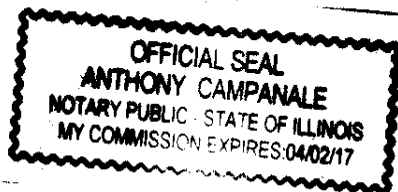
By: *Scott Cohen*
Scott Cohen, President

GRANTOR ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for the County of Cook in the State of Illinois, DO HEREBY CERTIFY that Scott Cohen, personally known to me to be the same person whose name is subscribed to the foregoing instrument as the President of Rothchild, Inc., an Illinois general corporation, whose name is subscribed to the foregoing instrument as Grantor, appeared before me this day in person and acknowledged that he signed and delivered this instrument as his free and voluntary act, and as the free and voluntary act of Grantor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this
17th day of March, 2014.

Anthony Campanale
Notary Public



UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 10 AND 11 (EXCEPT THAT PART TAKEN FOR WIDENING ASHLAND AVENUE) IN BLOCK 1 IN RILEY'S SUBDIVISION OF BLOCK 24 IN STONE AND WHITNEY'S SUBDIVISION OF BLOCK 24 OF THE SOUTH EAST 1/4 OF SECTION 6 AND THE NORTH 1/2 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 12 (EXCEPT THAT PART TAKEN FOR WIDENING ASHLAND AVENUE) IN BLOCK 1 IN RILEY'S SUBDIVISION OF BLOCK 24 IN STONE AND WHITNEY'S SUBDIVISION IN SECTIONS 6 AND 7, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NUMBERS: 20-07-215-027-0000
 20-07-215-028-0000
 20-07-215-029-0000

ADDRESS OF REAL ESTATE: 4822 28 S. ASHLAND AVE., CHICAGO, IL 60609

Property of Cook County Clerk's Office