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WHEN RECORDED MAIL TO:

FIRST AMERICAN BANK OF RIVERSIDE

15 RIVERSIDE ROAD

RIVERSIDE, ILLINOIS 60546

SEND TAX NOTICES TO:

87678572



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF REAL'S IS DATED 12-14-1987, BETY/EEN First American Bank of Riverside, First American Bank of Riverside, as Trustee under Trust #87-33, dated its yember 3, 1987 ("GRANTOR"), whose address is 15 Riverside Road, Riverside, Illinois 60546; AND First American Bank of Riverside ("LENDER") whose address is 15 Riverside Road, P. O. Box A, Riverside, Illinois 60546.

ASSIGNMENT. For valuable characteristics, Grantor assigns and conveys to Lender at of Grantor's right, title, and interest in and to the Rents from the following described real property to lated in Cook County, State of Illinois:

Parcel 1: The East half of tim 25, in A. T. McIntosh's Congress Park Farms, being a subdivision of the Southeast 1-4 of the Southwest 1.4 of Section 7. Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinols. Parcel 2: Lot 40 and this pri of Lot 39 lying West and Horth of the following described line: Beginning at a point in the South line of said Lot 3%, a distance of 57.27 feet west of the Southeast corner of said Lot 39, thence north In a line that is the prolongation north, and south of the Yest face of a one-story concrete block building and along the West face of said building, a distance of 200 feet to a point; thence east parallel to the South line of said Lot 39, a distance of 50.05 feet to a point; thence nort) in a line that is the prolongation north and south of the East face of a concrete building and along the East fact of said building, a distance of 37.24 feet to a point in the Horth fine of said Lot 39, that is 5.78 feet west of the Northeast corner of sald Lot 39 all in A. T. Alcintosh's Congress Park Farms, being a subdivision of the Southeast 1:4 of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. Parcel 3: An easement over the South 20 teet of the West half of Lot 45, in A. T. McIntosh's Congress Park Farms, being a subdivision of the Southeast 44 of the Southwest 14 of Section 3, Township 38 North, Range 12 East of the Third Principal Meridian. Parcel 4: An easement over the West 14:20 feet of Lot 38 and that part of Lot 39 described as follows: Commencing at the Horizont corner of Lot 39, thence west in the North line of Lot 39, a distance of 5.76 feet at a point; thence south in a fine that is a prolongation north and south of the East face of a concrete block building, a distance of 37.24 feet to a point in 2 fle 2 that is 200 feet north of and pareflet to the South line of Lot 39; a distance of 7.27 feet to the Southeast corner of Lot 3°, to ence florth in the East line of Lot 39, a distance of 237.25 feet to the place of beginning; all in A. T. McIntosh's Congress Fark Farms, being a subdirision of the Southeast 1/4 of the Southwest 1/4 of Section 3, Township 38 Horth, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. The Property Identification number is 18-03-326-028-0000, 18-03-326-021-0000.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment.

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

Borrower. The word "Borrower" means First American Bank of Riverside. The words "Borrower" and "Grantix" are insecumenchangeacry in this Assignment.

Grantor. The word "Grantor" means each and every Borrower. The words "Grantor" and "Borrower" are used interchangeably in this Assignment.

Indebtedness. The word "indebtodness" means the Note together with all expenditures of Lender under this Assignment.

Note. The word "Note" means the note or credit agreement in the principal amount of \$215,000.00 from Borrower to Lendix duted 12-14-1987, together with all renewals, extensions, modifications, refinancings, and substitutions for the note or agreement.

Personal Property. The words "Personal Property" mean all equipment, futures, furnishings, and other actions of personal property owned by Grantochow or subsequently attached or affixed to the Real Property, together with all accessions, parts, and adoptions to all replacements of, and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refunds of premiums) from any sale or other disposition of such property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words 'Real Property' mean the real property described above.

Related Documents. The words "Related Documents" mean all loan documents and all other related documents executed in connection with either the Note or this Assignment, whether now or hereafter existing.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT OF RENTS IS GIVEN TO SECURE PAYMENT OF THE INDEBTEDRESS AND PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS ASSIGNMENT AND IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shaft pay to Lender All amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Unless and umit 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.

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LENDER'S RIGHT TO 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 at Rents to be paid directly to 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 fiable therefor, all of the Rents; institute and carryon alliegal 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 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 utations, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Properly, it cluding the collection and application of Rents.

Other Acts. Lender may do all sucli 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 Crentor 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 not require Lender to do or take any other specific act or things.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, it 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 mich costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rints 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.

RELEASE AND INDEMNITY. Grantor hereby releases Lender litter, and agrees to indemnify and hold Lender harmless from, any and at claims, kabilities, obligations, costs and expenses of every kind and nature whatsomer. Listing out of or related to any action or inaction Lender may or may not take in connection with the Property or this Assignment.

SECURITY AGREEMENT; FINANCING STATEMENTS. This instrument's laif of institute a security agreement to the extent any of the Property of Rents constitutes personal property, and Lender shall have all of the rights of a convince party under the literois Uniform Commercial Code. Upon request of Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Property. Grantor bereby appoints Lender as Grantor's altorney an-fact for the purpose of executing any and all documents necessary to perfect or continue the security interest granted in this Assignment. Lender may, of any time and without further authorization from Grantor, the copies or reproductions of this Assignment as a financing statement. Grantor will reimburse coulder for all expenses incurred in perfecting or continuing this security interest.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs vil the obligations imposed upon Grantor under this Assignment and the Note, 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.

DEFAULT. The lollowing shall constitute events of default under this Assignment:

Perault on Indebtedness. Borrower fails to make any payment when due on the Indebtedness.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this #usignment, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor unser the Assignment, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Termination of Existence. The death of Grantor (if Grantor is an individual), insolvency, appointment of a receiver for any play of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency lawe by or against Grantor; or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business).

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor against the Rents or any of the Property, however this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occur with respect to any guarantor of any of the Indebtedness or such guarantor dies or becomes incompetent, unless the obligations arising under the guaranty and related agreements have been unconditionally assumed by the guarantor's estate in a manner satisfactory to Lender.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, or if Lender in good faith deems itself insecure, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Illinois Uniform Commercial Code.

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 indebtechess.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property proceding foreclosure or sale, and to collect the Riems from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may surve 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 arrount. Employment by Lender shall not disqualify a person from senting as a receiver.

Foreclosure. Lender may obtain a decree foreclosing Grantor's interest in all or any part of the Property and the Remis.

Nonjudicial Foreclosure. If permitted by applicable law, Lender may foreclose Grantta's interest in all or any part of the Rents and Property by conjudicial sale.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at WIII. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Lender or the purchaser of the Property and shall pay while in possession a reasonable rental for use of the Property.

Other Remedies. Lerious shall have any other right or remedy provided in this Assignment or the Note or by Isia.

Walver; Election of Romodies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to damund strict compliance with that provision or any other provision. Election by Lender to pursue any temocy shall not exclude pursuit of any other nem och, and an election to make expendeures or take action to perform an obegation of Grantor under this Assignment after failure of Grantor to perform an under this Assignment.

Attorneys' Fees; Expenses. If Lenor, injurities 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 reat unjude as altorneys' fees at trial and on any appeal. Whether or not any court action is involved, at reasonable 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 incebtedness payable on parand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without landruck, all altorneys' fees incurred by Lender whether or not there is a lawsuit, the cost of searching records, obtaining trie reports (including foreclosure reports), surveyors' reports, appraisal fees, and the insurance, to the extent permitted by applicable law.

## MISCELLANEOUS PROVISIONS.

Annual Reports. If the Property is used for purposes other than Crantor's residence, Grantor shall furnish to Lender, upon request, a statement of net cash profit received from the Property during Grantor's previous fiscal year in such detail as Lender shall require. "Not cash profit shall receipts from the Property less all cash expenditures made in conjuction with the operation of the Property.

Applicable Law. This Assignment has been delivered to Lender in the State of Binois. The law of that state shall be applicable for the purpose of construing and determining the validity of this Assignment and, to the fuller (in tent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Lender on default. The law of the State of Binois shall control whether the Property may be sold without judicial foreclosure.

Time of Essence. Time is of the essence of 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.

Multiple Parties; Corporate Authority. If Grantor (including any and all Borrowers executing this Assignment) consists of more than one person or entity, all obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. Where any one or more of Grantors are corporations or partnerships, it is not necessary for Lenour to include into the powers of the Grantors or of the officers, directors, partners, or agents acting or purporting to act on their behall, and any indebtedness, made or created in reliance upon the professor exercise of such powers shall be guaranteed under this Assignment.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Assignment, including without lemtation am induce of Default shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the third day after being deposited as either first class mad, registered or certified mail, postage prepaid, directed to the addresses shown on the first page of this Assignment. Any party may change its address for notices by written notice to the other parties. Lender requests that copies of notices of foreclosure from the tolder of any sen which has priority over this Assignment be sent to Lender's address, as shown on the first page of this Assignment. For notice purposes, Grantor agrees to keep I enter informed at all times of Grantor's current address.

EACH GRANTOR ACKNOWLEDGES IT HAS READ ALL OF THE PROVISIONS OF THIS ASSIGNMENT OF RENTS AND EACH GRANTOR AGREES TO ITS TERMS.

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First American Bank of Riverside

Soseph A. Barrett, Trust Officer

Richard L. Powers, Exec. Vice President

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CORPORATE ACKNOWLEDGMENTCIAL SEAL Stefania H. Kotsovos Rotary Public, State of Rinols STATE OF THINGS Bly Commission Expires 10:30:30 1 53 COUNTY OF , before me, the undersigned Notary Public, personally appeared cay of the On this Joseph A. Barrett and Richard L. Powers, Trust Officer and Exec. Vice President respectively of First American Bank of Riverside, and known to me to be authorized agents of the corporation that executed the Assignment and administratory the Assignment to be the fine and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and ortigath stated that they are authorized to execute and in fact executes the Assignment on behalf of the corporation. Residing at My commission expires 10-30-40 Notary Public in and for the State of

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