UNOFFICIAL COPY

Interstate Bank of Oak Forest
15533 S. Cicero Ave.
Oak Forest, IL. 60452

SEND TAX NOTICES TO:

87228910

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF REATS IS DATED 04-20-1987, BETWEEN James R. Darnell, Jr. and Leslie A. Darnell, his wife, in joint tenancy ("GRANTOR"), whose address is 6042 calcande, Oak Forest, IL 60452; AND Interstate Bank of Oak Forest ("LENDER") whose address is 15533 South Cicero Avenue, , Oak Forest, Illinoir, 60452.

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

LOT 16 IN LAGRANDE VICTY, UNIT NUMBER 2, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 4, 1976 AS DOCUMENT 23380478 IN COOK COUNTY, ILLINOIS. The Property Identification number is 28-17-308-016-0000.

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 Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means Point Transportation, Inc.,

Grantor. The word "Grantor" means any and all persons and entire a executing this Assignment, including without limitation all Borrowers and Grantors named above. Any Grantor who signs this Assignment, but does not sign this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents to Lender and is not personally Eable under the Note except as otherwise provided by contract or law.

Indebtedness. The word "Indebtedness" means the Note together with all exprind/times of Lender under this Assignment. Specifically, without limitation, this Assignment secures a revolving line of credit, which obligates Lender to make, advances to Borrower so long as Borrower complies with all the terms of the Note.

Note. The word "Note" means the note or credit agreement in the principal amount of \$7,000,000 from Borrower to Lender dated 04-20-1987, together with all renewals, extensions, modifications, refinancings, and substitutions for the note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, furnishings, and runer articles of personal property owned by Granton, now or subsequently attached or affixed to the Real Property, together with all accessions, parts, and together with all proceeds (including insurance proceeds and refunds of property, and together with all proceeds (including insurance proceeds and refunds of 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 connection with either the Hote 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 in tuding without firnitation all Rents from all leases described on any exhibit attached to this Assignment.

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

GRANTOR'S WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Assignment and to hypothecate the Rents; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower. (including without fimilation the creditworthiness of Borrower).

GRANTOR'S WAIVERS. Grantor waives any 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 after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

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.

POSSESSION AND MAINTENANCE OF THE PROPERTY. 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.

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:

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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's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the lonants 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 lenant 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 Minois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

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

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

Other Acts. Lender may do as 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 struct of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender of an 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 or take any other specific act or thing.

APPLICATION OF RENTS. All costs and apparses 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, 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.

RELEASE AND INDEMNITY. Grantor hereby releases Lendor from, and agrees to indemnify and hold Lender harmless from, any and all claims, fiabilities, obligations, costs and expenses of every kind and nature whater ever arising 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 instructure shall constitute a security agreement to the extent any of the Property or Rents constitutes personal property, and Lender shall have all of the rights of a security under the Illinois Uniform Commercial Code. Upon request of Lender, Grantor shall execute financing statements and take whatever oth r action is requested by Lender to perfect and continue Lender's security interest in the Rents and Property. Grantor hereby appoints Lender as Grantor's with respect for the purpose of executing any and all documents necessary to perfect or continue the security interest granted in this Assignment. Lender may, at any time and without further authorization from Grantor, file copies or reproductions of this Assignment as a financing statement. Grantor will rein by so Lender 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 all the obligations imposed upon Grantor under this Assignment and the Note, Lender shall execute and deliver to Grantor a suitable statement 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, it permitted by applicable law.

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

Default 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 Assignment, 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 Grant is under this 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 part of Grantor's proper any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws 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 Pents 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 furnishing reserves or a surety 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 of the guarantor of the Indebtedness or such guarantor of the In

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any event of default and at any time thereafter, or if Lender reasonably 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 Minois Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Properly and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness.

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(Continued)

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 preceding forecourse 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 receiver may serve without bond it 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.

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

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

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 Will. It 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. Lander shall have any other right or remedy provided in this Assignment or the Note or by law.

Walver; Election of Remedies. 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 command strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any oth if re nedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to penic mithall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lawler institutes any suit or action to enlorce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge mass nable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Le 'dr'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 payer of on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without firmation, all attorneys' fees incurred by Lender whether or not there is a tawsuit, the cost of searching records, obtaining title reports (including forecastion/reports), surveyors' reports, appraisal fees, and title insurance, to the extent permitted by applicable law.

### MISCELLANEOUS PROVISIONS.

Annual Reports. If the Property is used for purposes of the frantor's residence, Grantor shall turnish to Lender, upon request, a statement of net cash profit received from the Property during Grantor's ore in as fiscal year in such detail as Lender shall require. "Net cash profit shall mean all cash receipts from the Property less all cash expenditures marke in connection with the operation of the Property.

Applicable Law. This Assignment has been delivered to Lender in the Stilte of Illinois. The law of that state shall be applicable for the purpose of construing and determining the validity of this Assignment and, to the tubes extent permitted by the law of any state in which any of the Property is located, determining the rights and remodies of Lender on default. The lan/ of the State of Illinois 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 Lander in any capacity, without the written consent of Lander.

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 two areas to Grantor shall mean each and every Grantor. Where any one or more of Grantors are corporations or partnerships, it is not necessary for Le to inquire into the powers of the Grantors or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any Indebtedness ruisde or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Assignment, including without limitation any Notice 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 peoposition as either first class mail, registered or cartified mail, postage prepaid, directed to the addresses shown on the first page of this Assignment. Any party met change its address for notices by written notice to the other parties. Lender requests that copies of notices of loreclosure from the holder of any lien which has priority over this Assignment be sent to Lendar's address, as shown on the first page of this Assignment. For notice purposes, Grantor agrees to ker bunder 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. YPAKAHAMAHAMAHAK KAMAKA KAKAKAKA (YAKKA DINGKAKALER MEKAKATA Granto die G. Darn

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	CORPORATE ACKNOWLEDGMENT
STATE OF	
COUNTY OF	)18
James R. Darnell, Jr. and Stephen R. Si to me to be authorized agents of the co act and deed of the corporation, by autho	day of, before me, the undersigned Notary Public, personally appear necessarily. Treasurer respectively of Point Transportation, Inc., and kno reporation that executed the Assignment and actnowledged the Assignment to be the free and voluntity of its 5/aws or by resolution of its board of directors, for the uses and purposes therein mention of to execute and in fact executed the Assignment on behalf of the corporation.
Ву	Residing at
Notary Public in and for the State of	My commission expires
	INDIVIDUAL ACKNOWLEDGMENT
STATE OF Div.	••••••••••••••••••••••••••••••••••••••
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COUNTY OF COURS	<u></u>
Given under my hand and official seal to By	Residing at 1553 & Notice Process County, Minors  Lilia My commission expires Office State County, Minors  Notice State County, Mino
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