RECORDATION REQUESTED BY:

Highland Park, IL 1836 First Street Bank of Highland Park

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COOK COUNTY ILLINUIS

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WHEN RECORDED MAIL TO:

Hightend Perk, IL 60035 1832 First Street Bank of Highland Park

SEND TAX NOTICES TO:

Highland Park, IL 60035 1835 First Street Bank of Highland Park

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below as "Lender"). "Grantor"); and Bank or Hightand Park, whose address is 1835 First Street, Highland Park, IL 60035 (referred to PILLAI, HIS WIFE, 1/hore address is 4900 HOWARD STREET, SKOKIE, IL 60077 (referred to below as THIS ASSIGNMENT OF RENTS IS DATED AUGUST 24, 1989, between ANIL K PILLAI and RATNAMMA

**ASSIGNMENT OF RENTS** 

:Sloniiii and interest in and to the Rents than the following described Property located in COOK County, State of ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title,

PLEASE SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

identification number is 10-28-230-069-0000. The Real Property or its address is commonly whown as 4900 HOWARD STREET, SKOKIE, IL 60077. The Real Property tax

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

Assignment. The word "Assignment" means this Assignment of Aents between Grantor and Lender, and includes without limitation all

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events"

Grantor. The word "Grantor" means AMIL K PILLA! and RATWAMMA AMIL PILLA!.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to enforce obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together within and a smounts as provided in this Assignment. interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Bank of Highiand Park, its successors or assigns.

oloniasory note or agreement together with interest thereon as provided therein. The Note is payable in 60 horang payments of \$22,7.53. from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consultations of, and substitutions for the 08.123,Eft 10 Innorns Isrigino 9.1 nl ,e8er ,As reugua betab inemement about no eton vicesimon ett ensem "etoli" brow edi.

connection with Grantor's Indebtedness to Lender. Helated Documents. The words "Helated Documents" masn and include without limitation all promissory not controlled greements, guarantes, security agreements, mortgages, deeds of trust, and all other documents, whether now or har after existing, executed in Property. The word "Property" means the real property, and all improvements thereon, described above in the "Acagarment" section.

Inemiglack cirit of beneats sididike yns no bedraede seesel lie mort stneR lie notisimit. Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without

OF GRANTOR UNDER THE NOTE AND THIS ASSIGNMENT. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS: 🖒 THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS

manage the Property and collect the Rants. 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 PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Borrower shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Borrower's obligations. Unless and until Lender exercises its right to collect the Rents

Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority: FENDER'S RICHT TO COLLECT REATS. Lender shall have the right at any time, and even though no default shall have occurred under this

baid directly to Lender or Lender's agent. Notice to Tensints. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be

beasons jurpe therefor, all of the Rents; institute and captry on all legal proceedings necessary for the protection of the Property, including such Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other

proceedings as may be necessary to recover posessarior of the Property; collect the Rents and remove any tenant or tenants or other persons

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

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lander shall not be required to do any of the foregoing acts or things, and the fact that Lander shall have performed one or more of the foregoing acts or things shall not require Lander to do any other specific act or thing.

APPLICATION OF RF'.0.3. 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, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor priys all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment and the Note, Lender and elever to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evider cirig 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

EXPENDITURES BY LENDER. If Grantor alls to comply with any provision of this Assignment, including any obligation to maintain existing indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially 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 an annual simple interest rate equivalent to an annual add-on interest rate of \$7,305 per \$100,00 of principal from the date incurred or paid by Lender to the date of rape/ment by Grantor, or, at Lender's option, at any default rate stated in the Note. 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 either (i) the term of any applicable insurance policy or (ii) 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 paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to ber Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender shall constitute an Event of Default under this Assignment:

Default on Indebtedness. Fallure of Grantor to make any payment when any on the Indebtedness.

Compliance Default. Failure to comply with any other term, obligation, coverient or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Sensult will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such failure: (a) cures the failure within lifteen (15) days; or (b) if the cure requires more than lifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any association 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). Except to the extent prohibited by federal is on Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-heip, repossession or any other method, by any creditor of Grantor against 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 surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

Exiating Indebtadness. Default of Grantor under any prior obligation or under any instrument on the Property securing any prior obligation, or commencement of any suit or other action to foreclose any existing lien on the Property.

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

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

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 the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall

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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 disquality a person from serving as a receiver.

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

Walver; Election of Remedies. A walver by any party of a breach of a provision of this Assignment shall not constitute a walver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. 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.

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 reasonable expenses incurred by Lender that in Lender's opinion are recessary 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 Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including atternary' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judyment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal lees, and life insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No all station of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Muttiple Parties. All obligations of Grantor under this / ssir project 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.

No Modification. Grantor shall not enter into any agreement while the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is needflied, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this hasignment 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 enforting provision shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the ilmitations 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 or 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.

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the nomestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or und of 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. 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. Whenever consent by Lender is required in 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.

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

GRANTOR:

ANILK PILLA

HATHAMMA AHIL PILLAY

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On this day before me, the undersigned Not individuals described in and who executed the and deed, for the uses and purposes therein.	e Assignment of Rents, i	ppeared ANIL K PILLA! and RATI and acknowledged that they signed	NAMMA ANIL PILLAI, to me known to be the ithe Assignment as their free and voluntary ac
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Given under my hand and official seal this	JAM.	day of August	
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BER PAO (tm) Ver. 3.09 (c) 1989 CFI Bankera Service Gro	oup, Inc. All rights reserved.		
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## **UNOFFICIAL COPY**

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MANY E. TAYLOR hotary Public, State of Illinois My Commission Expired 1028-92

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