

Maintain 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.

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.

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:

PAYMENT AND PERFORMANCE. Except as otherwise provided in the 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 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.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, mortgages, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other documents, whether now or hereafter existing, executed in connection with Grantor's indebtedness to Lender.

Note. The word "Note" means the promissory note or credit agreement dated October 24, 1989, in the original amount of \$365,860.47 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement together with interest thereon as provided therein.

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

DEFINITIONS. The following words shall have the following meanings when used in this Assignment: The Real Property or its address is commonly known as 153rd St. & Harlem & 12857 Oak Valley Trail, Orland Pk & Lockport, IL.

ASSIGNMENT. For valuable consideration, Grantor assigns 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 & Will County, State of Illinois:

THIS ASSIGNMENT OF RENTS IS DATED OCTOBER 24, 1989, between Charles E. Freiberg and Donna L. Freiberg, Husband and Wife, whose address is 153rd St. & Harlem & 12857 Oak Valley Trail, Orland Pk & Lockport, IL (referred to below as "Grantor"); and Marquette National Bank, whose address is 6316 S. Western Avenue, Chicago, IL 60636 (referred to below as "Lender").

See attached Rider

ASSIGNMENT OF RENTS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Charles E. Freiberg and Donna L. Freiberg
153rd St. & Harlem & 12857 Oak Valley Trail
Orland Pk & Lockport, IL

SEND TAX NOTICES TO:

Marquette National Bank
6316 S. Western Avenue
Chicago, IL 60636

WHEN RECORDED MAIL TO:

Marquette National Bank
6316 S. Western Avenue
Chicago, IL 60636

RECORDATION REQUESTED BY:

COOK COUNTY, ILLINOIS

25 OCT 1989 11:43

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P. I. #28-18-100-019-0000

commonly known as: 153rd St. & Harlem Avenue, Orland Park, Illinois

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The West 570 feet (except the North 238 feet thereof) of the following described property taken as a tract: The West half of the North West quarter of Section 18, Township 36 North, Range 13, East of the Third Principal Meridian, except the North 22 acres thereof, and that part if any falling south of the South line of the North 22 acres thereof and North of the South line of the North 793.68 feet thereof, and also, except the South 40 3/4 acres of the West half of the North West quarter of said Section, and except the West 70 feet thereof taken for Harlem Avenue, in Cook County, Illinois.

Cook County Clerk's Office

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 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 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 purpose 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 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 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 the Assignment and not returned from the Rents shall become a part of the indebtedness secured by the Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under the Assignment and the Note, Lender shall execute and deliver to Grantor a suitable satisfaction of the Assignment and suitable statements of termination of any financing statement or the withholding 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 fails to comply with any provision of the Assignment, 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 the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. Each expense, 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. The Assignment also will secure payment of these amounts. The rights provided for in the 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 bar 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 the Assignment:

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

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in the 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 the Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after receiving written notice from Lender demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately institutes 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 Grantor on behalf of Grantor under the Assignment, the Note or the Related Documents is, or at the time made or furnished 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 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). Except to the extent prohibited by Federal law or Illinois law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under the Assignment.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help repossession or any other method, by any creditor or reasonable person 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.

Insolvency. Lender reasonably deems 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 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 the 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 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 the subparagraph either in person, by agent, or through a receiver.

Mortgages 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 Lender's costs, against the Indebtedness.

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

Waivers and Consents. Lender shall not be deemed to have waived any rights under the 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 the 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 Granantor, shall constitute a waiver of any of Lender's rights or any of Granantor's obligations as to any future transactions. Whenever subsequent instances where such consent is required.

Waiver of Homestead Exemption. Granantor hereby releases and waives all right and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by the Assignment.

Time is of the Essence. Time is of the essence in the performance of the Assignment.

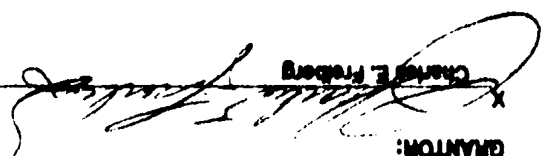
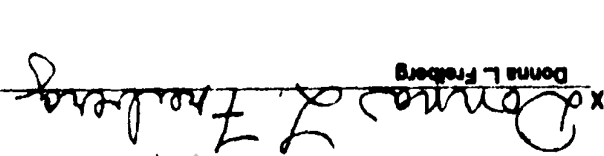
Multiple Parties. All obligations of Granantor under the Assignment shall be joint and several, and all references to Granantor shall mean each and every Granantor. This means that each of the persons signing below is responsible for all obligations in the Assignment.

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

Miscellaneous Provisions. The following miscellaneous provisions are a part of the Assignment:

Other Remedies. Lender shall have all other rights and remedies provided in the Assignment or the Note or by law.
Waiver of Remedies. A waiver by any party of a breach of a provision of the Assignment shall not constitute a waiver 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 Granantor under the Assignment after failure of Granantor to perform shall not effect Lender's right to declare a default and exercise its remedies under the Assignment.
Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of the 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 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 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 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 the reports (including foreclosure reports), surveys, reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Granantor also will pay any court costs, in addition to all other sums provided by law.

GRANANTOR:  Charles E. Freiberg
 Donna L. Freiberg

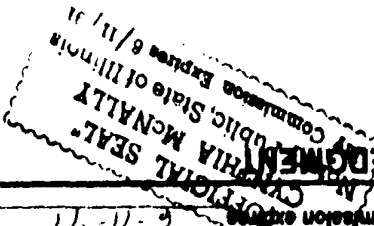
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Notary Public in and for the State of _____
 My commission expires _____
 Reading at _____
 On the _____ day of _____, 19____, before me, the undersigned Notary Public, personally appeared _____ a person known to me to be the _____ authorized agent for the Lender, authorized by the Lender through its board of directors or otherwise, for the use and purpose therein mentioned, and on oath stated that he or she is authorized to execute the said instrument, and that the seal affixed is the corporate seal of said Lender.

STATE OF _____
 COUNTY OF _____
LENDER ACKNOWLEDGMENT



Notary Public in and for the State of Illinois
 My commission expires 8-11-91
 Reading at 1449 W. 167th St, Dale, IL 60412, IL
 day of Oct 1989
 Given under my hand and official seal this 21st day of Oct 1989
 On the day before me, the undersigned Notary Public, personally appeared Charles E. Freiberg and Donna L. Freiberg, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the use and purpose therein mentioned.

STATE OF Illinois
 COUNTY OF Cook
INDIVIDUAL ACKNOWLEDGMENT

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