

UNOFFICIAL COPY

The Property may be commonly referred to as 222-224 WEST 26TH ST CHGO IL 60616, PINE COOK COUNTY, ILLINOIS.

1. BACKGROUND. The Loan is secured by, but is not limited to, a mortgage (Mortgage) dated December 22, 1989, on the following described property...

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following: A. a promissory note, No. 3308 (Note) dated December 22, 1989, and executed by STEWART PANG-LEUNG CHAN and ELLEN YAN-LING CHAN...

1500 MR.

89615274

LAKESIDE BANK an ILLINOIS banking corporation 141 W. Jackson Blvd, Suite 1212 Chicago, Illinois 60604 Tax I.D. # 38-2503914

ELLEN YAN-LING CHAN 7712 BLACKBERRY LANE WILLOWBROOK, IL 60514 WIFE OF STEWART PANG-LEUNG CHAN

STEWART PANG-LEUNG CHAN 7712 BLACKBERRY LANE WILLOWBROOK, IL 60514 Social Security # 330-60-0288 Husband of ELLEN YAN-LING CHAN

3. DATE AND PARTIES. The date of the Lease-Rent Assignment (Agreement) is December 22, 1989, and the parties are the following:

As Security for a Loan From LAKESIDE BANK

LEASE-RENT ASSIGNMENT

(Space above the line for recording purposes)

89615274

RETURN TO: Lakeside Bank S. J. Bochnowski 2268 S. King Drive Chicago, Illinois 60616

PERMANENT INDEX # 17-28-233-034, 17-28-233-035

PROPERTY ADDRESS 222-224 WEST 26TH STREET CHICAGO IL 60616

48460677093

4. ASSIGNMENT. In consideration of the Loan, Owner hereby assigns, sells and conveys to Bank all of Owner's right, title and interest in and to all rents and profits from the Property and all leases of the Property now or hereafter made (all of which are collectively known as the Collateral), which Collateral is described as follows:

A. all leases (Leases) on the Property. The term "Leases" in the Agreement shall include all agreements, written or verbal, existing or hereafter existing, for the use or occupancy of any portion of the Property and all extensions, renewals, and substitutions of such agreements, including subleases thereunder.

B. all guarantees of the performance of any party under the Leases.

C. the right to collect and receive all revenue (Rent) from the Leases on the Property now due or which may become due. Rent includes, but is not limited to the following: revenue, issue, profit, rent, minimum rent, percentage rent, additional rent, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, security deposits, insurance premium contributions, liquidated damages (including default, cancellation premium, loss of rent, insurance or other proceeds), and all rights and claims which Owner may have against any person under the terms of the Leases.

5. APPLICATION OF COLLATERAL PROCEEDS. Any Rents or other payments received by virtue of the Collateral as security, will be applied to any amounts Borrower owes Bank on the Obligations and shall be applied first to costs, then to accrued interest and the balance, if any, to Principal.

6. WARRANTIES. To induce Bank to make the Loan, Owner makes the following representations and warranties:

A. Owner has good title to the Leases and Rent and good right to assign them, and no other person has any right in them;

B. Owner has duly performed all of the terms of the Lease that Owner is obligated to perform;

C. Owner has not previously assigned or encumbered the Leases or the Rent and will not further assign or encumber the Leases or future Rent;

D. No Rent for any period subsequent to the current month has been collected, and no Rent payment has been contemplated;

E. Owner has not received any funds from any leasee (Leasee) under the Leases in excess of one month's rent for which credit has not been made on account for accrued Rent, and any copy of such account that has been delivered to Bank is true and complete. The term "Leases" in the Agreement shall include all persons or entities obligated to Owner under the Leases;

F. No Lease is in default of any of the terms of the Leases;

G. Owner has not and will not, waive or otherwise compromise any obligation of Leasee under the Lease and will enforce the performance of every obligation to be performed by Leasee under the Lease;

H. Owner will not modify the Lease without Bank's prior written consent, will not consent to any Leasee's assignment of the Lease, or any subletting thereunder, without Bank's prior written consent and will not sell or remove any personal property located on the Property unless replaced in the kind for like or better value; and

I. Owner will not subordinate any Lease, or any mortgage, lien, or encumbrance affecting the Property without Bank's written consent.

7. OWNER'S AGREEMENTS. In consideration of the Loan, Owner agrees:

A. to deliver to Bank upon execution of the Agreement copies of the Leases, certified by Owner, as being true and correct copies which accurately represent the transactions between the Parties;

B. to observe and perform all obligations of Leasee under the Leases, and to give written prompt notice to Bank of any default by Leasee or Leasee under any Lease;

C. to notify in writing each Leasee that any deposits previously delivered to Owner have been returned by Owner or assigned and delivered to Bank as the case may be;

D. to appear in and defend any action or proceeding pertaining to the Leases, and upon the request of Bank, to do so in the name and on behalf of Bank but at the expense of Owner, and to pay all costs and expenses of Bank, including reasonable attorneys' fees to the extent not prohibited by law, in any such action or proceeding in which Bank may appear;

E. to give written notice of the Agreement to each Leasee which notice shall contain instructions to each Leasee that Leasee shall make all payments of Rent directly to Bank;

F. to indemnify and hold Bank harmless for all liabilities, damages, costs and expenses, including reasonable attorneys' fees, Bank incurs when Bank, at its discretion, elects to exercise any of its remedies upon default of Leasee;

G. that if the Leasee provides for abatement of rent during repair due to fire or other casualty, Bank shall be provided satisfactory insurance coverage; and

H. that the Leases shall remain in full force and effect regardless of any merger of the Lessor's and Lessee's interests.

8. COLLECTION OF RENT. Owner shall give notice of Bank's rights to all of said rents, issues or profits and notice of direct payment to Bank to those obligated to pay such rents, issues or profits. Owner agrees to direct all tenants to pay rent due or to become due to Bank. Owner shall endorse and deliver to Bank any money orders, checks or drafts which represent rents, issues or profits from the above-described Property, to apply the proceeds to the Obligations, and shall give notice of Bank's rights in any of said rents, issues or profits and notice of direct payment to Bank to those obligated to pay such rents, issues or profits. Bank shall be the creditor of each Leasee in respect to assignments for the benefit of creditors, bankruptcy, reorganization, rearrangement, insolvency, dissolution or receivership proceedings by Leasee, and Owner shall immediately pay over to Bank all sums Owner may receive as creditor from such actions or proceedings. Also, Bank may collect or receive all payments paid by any Leasee, whether or not pursuant to the terms of the Lease, for the right to terminate, cancel or modify the Lease, and Owner shall immediately pay over to Bank all such payments as Owner may receive from any Leasee. Bank shall have the option to apply any monies received as such creditor to the Obligations, the Mortgage, or this Agreement.

9. EVENTS OF DEFAULT. Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:

A. Failure by any person obligated on the Obligations to make payment when due thereunder; or

B. A default or breach under any of the terms of the Agreement, the Note, any construction loan agreement or other loan agreement, any guaranty, securing or otherwise relating to the Obligations; or

C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Owner, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or

D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as proper for the Collateral.

E. The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Owner, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or

F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment in respect to the Collateral is impaired; or

10. EVENTS OF DEFAULT. Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default). The Events of Default are:

A. Failure by any person obligated on the Obligations to make payment when due thereunder; or

B. A default or breach under any of the terms of the Agreement, the Note, any construction loan agreement or other loan agreement, any guaranty, securing or otherwise relating to the Obligations; or

C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Owner, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or

D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as proper for the Collateral.

E. The death, dissolution or insolvency of, the appointment of a receiver by or on the behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against, Owner, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or

F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment in respect to the Collateral is impaired; or

47251968

12/27/88 Loan Agreement - F-1  
12/27/88 Loan Agreement - F-1  
12/27/88 Loan Agreement - F-1

STEWART HANG-LEUNG CHAN  
Individually  
ELLEN YAN-LING CHAN  
Individually

OWNER:

4221968

G. Failure to pay and provide proof of payment of any tax, assessment, rent, insurance premium or escrow on or before its due date; or  
H. A material adverse change in Owner's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the collateral or repayment of the Obligations; or  
I. A transfer of a substantial part of Owner's money or property.

10. REMEDIES ON DEFAULT. At the option of Bank, at or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of an Event of Default or at any time thereafter by Mortgagee, Bank, at Bank's option, shall have the right to exercise any or all of the following remedies:

A. to continue to collect directly and retain Rent in Bank's name without taking possession of the Property and to demand, collect, receive, and sue for the Rent, giving proper receipts and releases, and, after deducting all reasonable costs of collection, including reasonable attorneys' fees to the extent not provided by law, apply the balance to the Note, first to accrued interest and then to principal;

B. to declare the Obligations immediately due and payable, and, at Bank's option, exercise any of the remedies provided by law, the Note, the Mortgage or this Agreement; and

C. to enter upon, take possession of, manage and operate all or any part of the Property, make, modify, enforce or cancel any Leases, evict any Lessee, increase or reduce Rent, decorate, clean and make repairs, and do any act or incur any cost Bank shall deem proper to protect the Property as fully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: Operating expenses, management, brokerage, attorneys' and accountants' fees, the Obligations, and toward the maintenance of reserves for repair or replacement. Bank may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, mortgagee under a mortgage, or by receiver to be appointed by a court, and irrespective of Owner's possession.

The collection and a portion of the Rent or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any default, or modify or waive any notice of default under the Note, Mortgage or this Agreement, or invalidate any act done pursuant to such notice. The enforcement of such remedies by Bank, once exercised, shall continue for so long as Bank shall direct, notwithstanding that such collection and application of Rent may have cured the original default. If Bank shall thereafter elect to discontinue the exercise of any such remedy, the same or any other remedy under the Note, Mortgage or this Agreement may be asserted at any time and from time to time following any subsequent default. The word "default" has the same meaning as contained within the Note or any other instrument evidencing the Obligations, and the Mortgage, or any other document securing, guaranteeing or otherwise relating to the Obligations.

In addition, upon the occurrence of any Event of Default, Bank shall be entitled to all of the remedies provided by law, the Note and any related loan documents. All rights and remedies are cumulative, and Bank is entitled to all remedies provided at law or equity, whether or not expressly set forth.

11. ADDITIONAL POWERS OF BANK. In addition to all other powers granted by this Agreement and the Mortgage, Bank also has the rights and powers, pursuant to the provisions of the Illinois Code of Civil Procedure, Section 15-1101, et seq.

12. TERM. The Agreement shall remain in effect as long as any part of the Obligations remain unpaid. Upon payment in full of all such indebtedness, Bank shall execute a release of the Agreement upon request.

13. GENERAL PROVISIONS.

A. TIME IS OF THE ESSENCE. Time is of the essence in Owner's performance of all duties and obligations imposed by this Agreement.

B. NO WAIVER BY BANK. Bank's course of dealing, or Bank's tolerance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to initiate upon Owner's strict performance of any provisions contained in this Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank.

C. AMENDMENT. The provisions contained in the Agreement may not be amended, except through a written amendment which is signed by Owner and Bank.

D. GOVERNING LAW. This Agreement shall be governed by the laws of the State of IL, provided that such laws are not otherwise preempted by federal laws and regulations.

E. FORUM AND VENUE. In the event of litigation pertaining to the Agreement, the exclusive forum, venue and place of jurisdiction shall be in the State of Illinois, unless otherwise designated in writing by Bank.

F. SUCCESSORS. The Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties.

G. NUMBER AND GENDER. Whenever used, the singular shall include the plural, the plural the singular, and the use of either gender shall be applicable to both genders.

H. DEFINITIONS. The terms used in the Agreement, if not defined herein, shall have their meaning as defined in the other documents executed contemporaneously, or in conjunction, with this Agreement.

I. PARAGRAPH HEADINGS. The headings at the beginning of each paragraph, and each sub-paragraph in the Agreement are for convenience only and shall not be dispositive in interpreting this Agreement or any part thereof.

J. IF HELD UNENFORCEABLE. If any provision of the Agreement shall be held unenforceable or void, then such provision shall be deemed severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions not the validity of the Agreement.

UNOFFICIAL COPY

51251968

Property of Cook County Clerk's Office



THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. NOTHING FOLLOWS.

Please return this document after recording to CAROLINE BANK, 141 W. Jackson Blvd, Suite 1212, Chicago, Illinois 60604.

My Commission Expires 2/10/93

This document was prepared by LAKRIDGE BANK, 141 W. Jackson Blvd, Suite 1212, Chicago, Illinois 60604.

Lisa A. Foster

NOTARY PUBLIC

NOTARY STATE

My commission expires:

forgoing instrument, appeared before me the day and purpose set forth.

YAN-LING CHAN, WIFE OF STEWART PANG-LEUNG CHAN, personally known to me to be the same person whose name is subscribed to the

On the day of 12/22/88, at the County of Cook, State of Illinois, I, the undersigned,

a notary public, certify that ELLEN

*Handwritten signature and date*

STATE OF ILLINOIS

My Commission Expires 2/10/93

NOTARY PUBLIC

Lisa A. Foster

My commission expires:

forgoing instrument, appeared before me the day and purpose set forth.

PANG-LEUNG CHAN, WIFE OF STEWART PANG-LEUNG CHAN, personally known to me to be the same person whose name is subscribed to the

On the day of 12/22/88, at the County of Cook, State of Illinois, I, the undersigned,

a notary public, certify that STEWART

*Handwritten signature and date*

STATE OF ILLINOIS

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

**RETURN TO: Lakeside Bank  
S. J. Bochnowski  
2268 S. King Drive  
Chicago, Illinois 60616**