OFFICIAL COPY
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RECORDATION REQUESTED BY:

Heritage Olympia Bank 195 Olympia Piaza Chicago Heights, IL. 60411

WHEN RECORDED MAIL TO:

Heritage Olympia Bank 195 Olympia Plaza Chicago Heights, IL 60411

89240598

SEND TAX NOTICES TO:

Heritage Olympia Bank 195 Olympia Piaza Chicago Heights, IL 60411

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 10, 1989, between JAMES D. DOLCI and MARILYN A. DOLCI, HIS WIFE, whose address is 728 FITZHENRY COURT, GLENWOOD, IL 60425 (referred to below as "Grantor"); and Heritage Olympia Bank, whose riddress is 195 Olympia Plaza, Chicago Heights, IL 60411 (referred to below as "Lender").

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 County, State of Illinois:

LOT 733 IN WOODGATE GREEN UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 17 AND PART OF THE NORTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 16, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as \$752 WCODGATE DRIVE, MATTESON, IL 80443. The Real Property tax Identification number is 31-17-264-030-0000,

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

Assignment. The word "Assignment" means this Assignment of Rents between 3rants and Lender, and Includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means JAMES DOLCI.

REJ Title Services # 785-10410

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

Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including milliout limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment or ly 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 and Personal Property and to grant a security interest in Grantor's interest in the Rents and Personal Property and to grant a security interest in Grantor's interest in the Rents and Personal Property and to grant a security interest or law.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and arround; expended or advanced by Lender to discharge obligations of Grantor under this / with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Heritage Olympia Bank, its successors or assigns.

Note. The word "Note" means the promissory note or credit agreement dated May 10, 1969, in the original principal amount of \$75,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 11.500% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate equal to the index, subject however to the following maximum rate, resulting in an initial rate of 11.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than (except for any higher default rate shown below) the lesser of 25.000% per annum or the maximum rate allowed by applicable law.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

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

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

89240598

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ASSIGNMENT OF RENTS

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QRANTOR'S WAIVERS. Grantor waives all rights or detenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lander from bringing any action against Grantor, including a claim for deficiency to the extent Lander is otherwise entitled to a claim for deficiency, before or after Lander's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND 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 Property; (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 limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Sorrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or Inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lander in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or falls to take under this Assignment.

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 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:

Notice to Tenants. Levide 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 Landar's agent.

Enter the Property. Lender in avianter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Renus institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to ecover possession of the Property; collect the Rents and remove any tenant 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, assessmentr and water utilities, and the premiums on fire and other insurance effected by Lender on the

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 governments affecting the Property.

Lease the Property. Lender may rent or lease the whole or any pert 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, it ay deem appropriats, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Archis.

Other Acts. Lender may do all such other things and acts with respect to the resp and solely in the place and stead of Grantor and to have all of the powers of Granto, for the purposes stated above.

No Requirement to Act. Lander shall not be required to do any of the foregoing and or things, and the fact that Lander shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific and 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 the organization of the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Intobodness 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 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 satisfaction of this Assignment and at itable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination of the paid CO by Grantor, it permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this 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 shalf not be required to, take any a continuous 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. 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 commendes 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 this Assignment:

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

Compliance Default. Fallure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a faiture is curable and if Grantor or Borrower 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 Default will have occurred) if Grantor or Borrower, 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 initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary staps 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 or Borrower under this Assignment, the Note or the Related Documents is, or at the time made or turnlehed was, take in any material respect.

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

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insolvency. The insolvency of Grantor or Borrower, appointment of a receiver for any part of Grantor or Borrower'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 Borrower, or the dissolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an Individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, 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. Lander, at its option, may, but shall not be required to, permit the Guarantor's setate 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.

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

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past our and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require 7.19 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 improceably 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 this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages 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 mortgages 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 excluding the indebtedness by a substantial amount. Employment by Lender shall not disqualify 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 waiver by any party of a breach of u provision of this 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 Grantor or Borrower under this Assignment after failure of Grantor or Borrower 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 sult 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, a involved, all reasonable expenses incurred by Lander that in Lender's opinion are necessary at any time for the protection of its interest or the enforcr men 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 version any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower 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 experient of the parties as to the matters set forth in this Assignment. No alteration 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 lasignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. 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 with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, 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 Assignment 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 enforcibility or validity; however, if the offending provision cannot be so modified, it 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 limitations 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 of the Property becomes veeted 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 assence in the performance of this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

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Walvers and Consents. Lender shall not be deemed to have walved any rights under this Assignment (or under the Retated Documents) unless such walver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a walver 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 or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower'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 instances where such consent is required.

constitute continuing consent to subsequent i	nslances where such	consent la required							
EACH GRANTOR ACKNOWLEDGES HAVING RITO JPS TERMS.	EAD ALL THE PROVI	SIONS OF THIS A	BSIGNMENT OF PI	ENTS, AND EACH GRAN	TOR AGREES				
GRANTOR:	•								
X from D. Jak-		$x \gamma \gamma$	randa	a Dolc	· · · ·				
JANES D. DOLCI		MARILY	N A. DOLCI						
INDIVIDUAL ACKNOWLEDGMENT									
STATE OF 111 nois)		e e		200				
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COUNTY OF Carle									
On this day before me, the understand Notary	Public, personally app	peared JAMES D.	DOLCI and MARIL	YN A. DOLCI, to me kn	own to be the				
Individuals described in and who executer, the Ass and deed, for the uses and purposes there it ment	ioned.	a acknowiedged in			d volumery act				
Given untier my hand and official seaf this	10th	day of	May	, 19 <u></u> 89					
By Con Progras darker "	2	Residing at	Tinley Par						
Notary Public of The State of OF ILLINO	101e	. My commission	en explres 10	0-27-91					
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On this 10th day of May		9 betere ma	the understaned	Notary Public person	ally appeared				
Mark B. Fleming and know	in to me to be the	Asst. Vice I	President	authorized agent	for the Lender				
that executed the within and foregoing instrument and acknowledged said instrument of the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.									
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By When for bother		Residing at	Tarley Po						
Notary Public in any for the State of 1111	nois	My commission	n expires	27-91					
ASER PRO (tm) Ver. 3.09 (c) 1980 CFI Bankers Service Group, I	nc. All rights reserved.	· 							
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