Park National Bank of Chicago 2958 N. Milwaukee Ave Milwaukee and Central Park Chicago, IL 60618

WHEN RECORDED MAIL TO:

Park National Bank of Chicago 2958 N. Milwaukee Ave Milwaukee and Central Park Chicago, IL 60618

SEND TAX NOTICES TO:

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T#2222 TRAN 0884 03/26/90 12:33:00

#1977 # B #-90-132334

COOK COUNTY RECORDER

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MARCH 19, 1990, between Anthony D. Majcher and Elsle T. Majcher, his wife, whose a ldress is 1914 Pinetree, Arlington Heights, IL 60004 (referred to below as "Grantor"); and Park National Bank of Chicago, whose address is 2958 N. Milwaukee Ave, Milwaukee and Central Park, Chicago, IL 60618 (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 hents from the following described Property located in Cook County, State of Illinois:

Lot 176 in Ivy Hill subdivision Unit 4 being a subdivision of part of the West 1/2 of the South East 1/4 of Section 17, Township 2 North, Range 11 East of the Third Principal Meridian in the Village of Ariington Heights, Wheeling Township, in Cook County, Illinois.

The Real Property or its address is commonly known as 1914 Pinetree, Arlington Heights, IL 60004. The Real Property tax identification number is 03-17-406-021

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the II not a Uniform Commercial Code.

Assignment. The word "Assignment" means this /.ssi inment of Rents between Granter and Lender, and includes without limitation all assignments and security interest provisions relating to his Fants.

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

Grantor. The word "Grantor" means Anthony D. Majcher and Elste T. Majcher.

Indebtedness. The word "Indebtedness" means all principal and intrined payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition of the Assignment secures the following described additional indebtedness: a prior note dated September 1, 1989.

Lender. The word "Lender" means Park National Bank of Chicago, its success ore and assigns.

Note. The word "Note" means the promissory note or credit agreement dated March 19, 1990, in the original principal amount of \$25,000.00 from Grantor to Lender, together with all renewals of, extensions of, my diffications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 11.00%. The Note is payable in 60 monthly payments of \$545.89.

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

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

Rents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whother, 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 INDEBTEDNESS AND (2) PERFORMANCE (3 ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE AND THIS ASSIGNMENT. THIS ASSIGNMENT IS GIVEN AND ACCEPTED OUT THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Borrower shall pay to Lend's at amounts secured by this Assignment as they become due, and shall strictly perform all of Borrower's obligations. Unless and until Lender exercices as 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 cont 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. 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.

Enter 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 Bents 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, 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 purposes 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;

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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 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 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, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor talls 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 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 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 ("Event of Default") under this 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 this Assignment, the Note or in any of the Related Doctments. 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 Default will have occurred) if Grantor, after Lender sends written notice domanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate as soon as reasonably practical.

Breaches. Any warrant, representation or statement made or turnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Document, 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 Lander.

Insolvency. The insolvency of Craitor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any processing under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business of Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor is an individual) also the Constitute an Event of Default under this Assignment.

Foreclosure, etc. Commencement of fore-losure, 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 turnishes reserves or a surely bond for the claim satisfactory tr. Lander.

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

Insecurity. Lender reasonably deems itself insecure.

Existing Indebtedness. Default of Grantor under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to forective any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any every 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 remodes a provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without post a 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, ar ains, 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 less directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse his unents received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other is to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper ground. 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 posses sion 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 of exits 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 thus appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. En ployment 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 Ir.w.

Waiver; Election of Flemedies. A waiver by any party of a breach of a provision of this Assignment shall not confuture a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lander trip issue 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 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 title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title 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 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 Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties. All obligations of Grantor under this Assignment 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. Where any one or more of the Grantors are corporations or partnerships, it is not necessary for Lender to Inquire Into the powers of any of the Grantors or of the officers, partners, or agents acting or purporting to act on their behalf, and any Indebtedness made or created in reflance upon the professed exercise of such powers shall be guaranteed under 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

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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 enforceability 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 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 waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this 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 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 AGREES TO ITS TERMS. GRANTOR Marchet mili INDIVIDUAL ACKNOWLEDGMENT STATE OF) 88 COUNTY OF On this day before me, the undersigned Notar Public, personally appeared Anthony D. Majcher and Elsle T. Majcher, 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 uses and purposes therein mentions and deed, for the uses and purposes therein mentions are Morel Given under my hand and official seal this, day of Euroren Residing at Ву Notary Public in and for the State of My commission expires LASER PRO (tm) Ver. 3.10a (c) 1990 CFI Bankers Service Group, Inc. All rights reserved

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