

RECORDATION REQUESTED BY:
The Mid-City National Bank of Chicago
Two Mid-City Plaza
Chicago, IL 60607

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WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago
Two Mid-City Plaza
Chicago, IL 60607

RECORDED MAIL TO:
RECORDED MAIL TO:
RECORDED MAIL TO:

2:03

90232235

SEND TAX NOTICES TO:

MGDSF Partnership
2722 N. Clybourn Avenue
Chicago, IL 60614

14 00

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 16 1990, between MGDSF Partnership, an Illinois Partnership, whose address is 2722 N. Clybourn Avenue, Chicago, IL 60614 (referred to below as "Grantor"); and The Mid-City National Bank of Chicago, whose address is Two Mid-City Plaza, Chicago, IL 60607 (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:

THE NORTH 194.0 FEET OF THE SOUTH 630.0 FEET OF THE WEST 300.0 FEET OF THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF AND ADJOINING THE EASTERLY RIGHT-OF-WAY LINE OF THE INDIANA HARBOR BELT RAILROAD COMPANY IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2528 S. 27th Avenue, Broadview, IL 60153. The Real Property tax identification number is 15-21-202-056.

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 Illinois Uniform Commercial Code.

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

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 of Default."

Grantor. The word "Grantor" means MGDSF Partnership.

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 obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means The Mid-City National Bank of Chicago, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated May 16, 1990, in the original principal amount of \$585,000.00 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. The interest rate on the Note is 11.000%.

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 notes, credit agreements, loan agreements, guarantees, 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, 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 INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE AND THIS ASSIGNMENT. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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. 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 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, 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; 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

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eventually. If a court of competent jurisdiction finds the claimant of the right to compensation to be entitled to compensation under the circumstances, such finding shall not render that claimant liable to the defendant for damages arising from the same cause of action.

NO Modification. GRANULE shall not enter into any agreement or contract which would result in

The Germanic tribes of the period had no written language, so their history and culture must be reconstructed from archaeological evidence and the records of Roman historians.

APPENDIX B: This Assignment has been delivered to learner and accepted by learner in the Share of Resources. This Assignment has been delivered to learner and accepted by learner in the Share of Resources.

MUSCULAR ANGLES AND HOLLOW SPOTS. This Assignment, together with the next, consists of a series of exercises designed to develop the muscles of the back and abdomen, and to increase the power and endurance of the heart.

rewards and penalties, and the provided DWEs. To this end, we propose a stochastic model of the system.

Assignment after failure of Grantor to perform shall not affect Lender's right to require a default in terms of his assignment, Lender shall be entitled to recover attorney fees, expenses, if Lender institutes any suit or action to enforce any of the terms of his assignment, Lender shall be entitled to receive attorney fees at any time for the defense of such action or suit or for any other purpose.

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

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, to record proceedings in the Rent from the Property and to collect the Rent from the Property and to exercise all other powers which the Property may confer upon Lender by law.

Collect Rents. Lender shall have the right, without notice to Garnetor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds of the Property to pay expenses, costs, above Lender's costs, over and above Lender's expenses, interest and other expenses of rent or use fees directly to Lender; in the absence of this right, Lender may require any tenant of other user of the Property to make payments of rent or use fees directly to Lender; in the event of such payment by a third party, Garnetor shall be liable to Lender for the amount so paid, and Lender may exercise all rights and remedies available to Lender under the terms of this Agreement and the Law.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of a 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:

Events After Preceding Guarantor. Any event preceding events with respect to any Guarantor of any of the indebtedness or such Guarantor does or becomes incompetent. Any event which causes or results in the death, incapacity, bankruptcy, insolvency, or removal of any officer, director, or employee of such Guarantor.

Forfeiture, etc. Commence at or before the date of the commencement of the proceeding, whether by judicial procedure, self-help, repossession or any other method, by any creditor of the claim, or by the holder of any negotiable instrument or title to property, is the basis of the proceeding, provided that the creditor gives written notice of such claim and furnishes reasonable particulars of the claim, and the party sued may file a defense against the claim.

Interest. This insolvency of Granator, appointment of a receiver for any part of Granator's property, any assignment for the benefit of creditors, the commencement of, or any proceeding under any bankruptcy or insolvency laws by or against Granator, except to the extent prohibited by federal law or Illinois law, the death of Granator, or the going business (Granator is a business), shall be deemed to occur for purposes of this Agreement.

The Related Document, warranty, representation or statement made of furnished goods, false in any material respect.

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

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 render Lender liable to the Borrower for any remedy that it otherwise had.

NON-DISCLOSURE AGREEMENT This Agreement is made and entered into as of the _____ day of _____, 20_____, by and between _____, hereinafter referred to as "Buyer", and _____, hereinafter referred to as "Seller".

FULL PERFORMANCE, it grants Granular delivery to Strategic partners and enables a secure distribution of this assignment across the Project. An amendment fee is levied by the client for each delivery to Strategic partners.

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Waivers 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 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.

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

GRANTOR:

MGDSF Partnership

B, *[Signature]*
William D. Murphy, General Partner

B, *[Signature]*
Michael Del Giudice, General Partner

B, *[Signature]*
Douglas J. Fink, General Partner

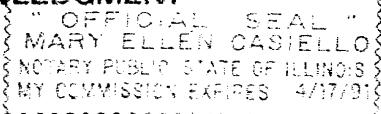
By: *[Signature]*
Ralph Gervasio, General Partner

By: *[Signature]*
Donald Steiner, General Partner

PARTNERSHIP ACKNOWLEDGMENT

STATE OF Illinois)
ISS

COUNTY OF Cook)



On the 17 day of April, 1990, before me, the undersigned Notary Public, personally appeared William D. Murphy, General Partner of MGDSF Partnership; Ralph Gervasio, General Partner of MGDSF Partnership; Michael Del Giudice, General Partner of MGDSF Partnership; Donald Steiner, General Partner of MGDSF Partnership; and Douglas J. Fink, General Partner of MGDSF Partnership, who executed the foregoing partnership or designated agents of the partnership that executed the Assignment of Rents and acknowledged the Assignment to be free and without any hindrance and good of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned and it is further stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

By: *[Signature]*
Notary Public in and for the State of Illinois

Residing at *[Signature]*
My commission expires *[Signature]*

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