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RECORDATION REQUESTED BY

icanMidwest Bank and Trust 1800 W. Lake Street Mairone Park, IL 60160

WHEN RECORDED MAIL TO:

nMidwest Bank and Trust 1900 W. Lake Street 100 Park, IL 60163

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED NOVEMBER 12, 1991, between Gary Wheaton Bank as Trustee under Trust Agreement inted March 01, 1989 & known as Trust #181-88, whose address is 1200 Ogden Avenue, Downers Grove (L) (referred to below as "Grantor"); and AmericanMidwest Bank and Trust, whose address is 1600 W. Lake Street Meirose Park, IL 60160 (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:

Lots 4,5,6 & 7 (Except that part of the North 18 feet lying East of the West 12 feet of said lot 7) and lot 16 in Richardson industrial Park, being a subdivision in the Southeast 1/4 of Section 4 Township 39 North Range 12 East of the third principal meridian, South of the Indian Boundary Line according to the plat thereof recorded November 30, 1965 in Book 700 of Plats Page 26 as Document 19669806 in Cook County, liknois.

The Real Property or its address is commonly known as 2755 West Lake Street, Melrose Park, IL 60160. The Real Property tax identification number is 15-04-104-020-0000, 15-04-404-021-0000, 15-04-404-022-0000, 15-04-404-022-0000, 15-04-404-032-0000

DEFINITIONS. The following words shall have the following nies in used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such ferms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

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

Borrower. The word "Borrower" means Paul Salce and Victor Hydel

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

Grantor. The word "Grantor" means any and all persons and entities executing the Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Real Property to Lander and is not personally kable under the Note except as otherwise provided by contract or law

Indebtedness. The word "indebtedness" means all principal and interest payable und if the Note and any amounts expended or advanced by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the worr, "Ir debtedness" includes all obligations, debts and Labilities, plus interest thereon, of Borrower or any one or more of them, whether arising now will also whether related or unrelated to the purpose of the Note whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guaranter or otherwise, and whether ecovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may to or hereafter may become otherwise unenforceable

Lender. The word "Lender" means American Midwest Bank and Trust, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated November 12, 1991, in the wife all principal amount of \$380,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinantary, 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 percentage point(s) over the index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances the index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances show the index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances show the interest rate on this Assignment be more than 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.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantes, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or sing, executed in connection with the Indebtedness

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 under that certain lease with Precision Service, Inc. which was made on the following terms and conditions:

Date of Lease: 08-01-1988

Lease Terms: Beginning 8/1/88; ending 7/31/94 Rental Amount(s): 800 00 per month

ant's Address: 2755 West Lake Street, Melroso Park, IL 60160

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

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

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Granfor 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 entation 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 Lander takes in connection with this Assignment. Borrower assumes the responsibility for being and keaping informed about the Property. Borrower waves any delense 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 Lender 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

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Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. 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, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lander

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in the Acreement.

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 things, 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 Propert (. I ender 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 employers, including their equipment, and of all continuing costs and exponses of maintaining the Property in proper repair and condition, and also to the property in proper repair and condition, and also to the property in property and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compiliance 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, orders, orders, and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may visit 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 point or agents as Lender may deem appropriate, either in Lender's name or in Granior's name, to rent and manage the Property, including the collection and application of Rents

Other Acts. Lender may do all such other thing, 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 in have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be require 1 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 1 and are of any other specific act or things.

APPLICATION OF RENTS. All costs and expenses incurred by Ander in connection with the Property shall be for Grantor and 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 reim sursed 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 1015 from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and difference performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and define to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lenders are into interest in the Rents and the Property. Any termination les 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 this Asingramatic or if any action or proceeding is commenced that would materially affect Londer's interests in the Property. Lender on Grantor's behalf may, by shall not be required to, take any action that Lander deems appropriate. Any amount that Londer expends in so doing will beau interest at the rate churge t 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) the payable on domaind, (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 which due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph, whall be in addition to any other rights or any termedies 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 if 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. Faiure of Borrower to make any payment when due on the indebtedness.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in file Ar signment, the Note or in any of the Related Documents. It such a failure is curable and if Grantor or Borrower has not been given a notice of policy of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occur.ec, if Grantor or Borrower, after Lender sends written notice demanding cure of such failure. (a) cures the failure within lifteen (15) days; or (b) if the cure requires more than these (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes will be sonable and recessary 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 Borrows, under this 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 or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor or Borrower and Lunder.

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 desolution 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 Everit of Default under this Assignment.

Forecleaure, etc. Commencement of forecleaure, 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 forecleaure, 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 Delault.

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 Borrower to declare the entire Indebtedness immediately due and payable, including any 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 due and unpaid, and apply the net proceeds, over and above Lender's costs, against 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 tess directly to Lender. If the Rents are collected by Lender, then Grantor stephy designates Lender as Grantor's attorney-in-fact to endorse instruments become in payment thereof in the name of Grantor and to regotate 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

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exercise its rights under this subparegraph 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 Reints 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 axisseds the Indebtedness by a substantial arrount. Employment 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 law.

Walver: Election of Remedies. A waiver by any party of a breach of a 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 terredy, 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 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 irritation, however subject to any trials under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawauit, 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. Borrower also will pay any court costs, in addition to all other sums provided a ky law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This As symment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in his Assignment. No afteration of or amendment to this Assignment shall be offective unless given in writing and signed by the party or parties sought to be charged or bound by the afteration or amendment.

Applicable Law. This Assign with has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in Apparatiance with the laws of the State of Illinois.

Multiple Parties. All obligations of cirinfor 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. Where any one or more of the Grantor or Borrowers are corporations or partnerships, it is not necessary for Lender to inquire into "ie powers of any of the Grantor or Borrowers or of the officers, directors, partners, or agents acting or purporting to act on their behalf and any "it intendess made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

No Modification. Grantor shall not enter into an 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 an involvision of this Assignment to be invalid or unenforceable as to any person or circumstances, such finding shall not render that provision invaluate 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 Assir nime at 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 assign: If ownership of the Property becomes vested in a person other than Grantor, tender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of torboarance or extension without releasing Grantor from the obligations of the Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Ausgrament.

Walver of Homestead Exemption. Grantor horeby 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 waived any rights under (ins a saignment (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 walver of such right or any other right. A waiver by any party of a provision of this Assignment shall no constitute a waiver of or projudice 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 the party's right between and Grantor or Borrower, shall constitute a waiver of any of Lender's rights or any of the party or 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 instance shall not constitute continuing consent to subsequent instances where such definitive-residuted.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF REATS, AND GREATER TO ITS thomas conte-· of Comes GRANTOR: وويالقا Gary Wheaton Bank as Trustee under Trust Agreement dated March 01, 1989 & known as Trust #181-88 " Contraction Bank as Trustee under Trust Agreement dated March 01, 1989 & known as Trust #181-88 " Contraction Bank as Trustee under Trust Agreement dated March 01, 1989 & known as Trust 5). h. returne , 600 "Authorized Signer Authorized Signer CORPORATE ACKNOWLEDGMENT STATE OF ١ 188 COUNTY OF) before mu, the undersigned Notary Public, personally appeared , and ... day of . 19 Wheaton Bank as Trustee under Trust Agreement dated March 01, 1989 & known as Trust #181-88, and known to me to be authorized agents of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bytaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

Notary Public in and for the State of My commission expires

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My Commission expires 2/13 as

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