RECORDATION REQUESTED BY

Suburban National Bank of Palatine 50 North Brockway Street Palatine, IL 60067

COOK COUNTY, UCHE

WHEN RECORDED MAIL TO:

13-14-413 DINT

Suburban National Bank of Palatine 99 AUG -6 PM 3: 42 50 North Brockway Street Palatine, IL 60067

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS IS DATED AUGUST 5, 1991, between Kenneth W. Rusin, Divorced and not since Remarried, whose address is 12 Crawling Stone Road, Barrington Hills, IL 60010 (referred to below as "Grantor"); and Suburban National Bank of Palatine, whose address is 50 North Brockway Street, Palatine, IL 60067 (referred to below as "Londer").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, tilie, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

LOT 338 IN BURNESIDE LAKEWOOD MANOR UNIT 10, A SUBDIVISION OF PART OF THE NORTH WEST 1/4 AND PART NORTH WEST 1/4 OF SECTION 33, 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 5120 Roberta Lane, Richton Park, IL 60471. The Real Property tax identification number is 31-33-211-008-0000.

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 Uniform Commercial Cook. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

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 Kenneth W. Rusin.

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 Londer to emicroe obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. (Initial Here ) In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor or any one or more of them, whether trising now or later, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or confugent, liquidated or uniquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guaranter or otherwise and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indeption assets and principal and interest payable unenforceable.

Lender. The word "Lendor" means Suburban National Bank of Palatine, its successors and assigns,

Note. The word "Note" means the premissory note or credit agreement dated August 5, 1991, In the original principal amount of \$73,841.10 from Granter to Londer, 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 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 2.000 percentage point(s) over the Index, resulting in an Initial rate of 10.500% per annum. NOTICE: Under no circumstances shall 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, lean agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether new or hereafter existing, executed in connection with Grantor's Indebtedness to Londer.

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

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Proberty of Cook County Clark's Office

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. Londer shall have the right at any time, and even though no default shall have occurred under thin 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, orders, orders and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may cent or lease the whole or any part of the Property for such form or terms and on such conditions as Lender may deem appropriats.

Employ Agents. Landar may angage such agent or agents as Londor may does appropriate, either in Londor's name or in Granter's name, to ront and manage the Proper v. "icluding the collection and application of Rents.

Other Acts. Londor 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 Signifer and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lendor shall not by 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 shall be payable on demand, with interest at the Note rate from different and its 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 its Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Granter fails to comply with any provision or this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Granter's behalf may, that shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will been interest at this rule charged under the Note from the date incurred or paid by Lender to the date of repayment by Granter. All such expenses, at Lender's option, will a) be expended on domand, (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 remedies to which Lender may be entitled on account of the default. Any such action by Lender any interest 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 ("Event of Defa in") 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 Academient, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, talso 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 Lender.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor'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 the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Illinois law, the death of Grantor 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.

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 Indebtedness. Lender shall have the right at its option without notice 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, against the Indebtedness. In furtherance of this right, Lender

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08-05-1991 Loan No.94-113328

## Continued)

may require any tenant or other upper 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 enderse 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.

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 preceding foreclosure or sale, and to collect the Rants 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 it permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Proporty exceeds 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 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 remedy, and an election to make expenditures or take action to perform an obligation of Granter under this Assignment after callure of Grantor to portorm shall not affect Londer's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; ergenses. If Lendor Institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' record trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Londer 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 end shall bear interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, have ver subject to any limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' less for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment cohection services, the cost of searching records, obtaining little reports (including foreclosure reports), surveyors' reports, and appraisal fees, and little 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 iniscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Telated Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No afform 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 Lander and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws in the State of Illinois.

No Modification. Granter shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has ptiority 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 unenforcustive as to any other persons or circumstances. It leasible, any such offending provision shall be deemed to be modified to be within the limits of enfor capility 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 transfor 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 did 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.

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.

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 notificial operate as a waiver of such right or any other right. A walver by any party of a provision of this Assignment shall not 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 ourse 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:

Kenneth W. Rusin

08-05-1991 Loan No 94-113328

## UNOFFICIAL COFFICION (Continued)

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STATE OF	INDIVIDUAL ACKNOWLEDGMENT					
COUNTY OF COAL State of illicols My Commission Expires 3/25/95.  On this day before me, the undersigned Notary Public, personally appeared Kenneth W. Rusin, to me know to be the individual described in and who executed the Assignment of Rents, and acknowledged that ho or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.  Given under my hand and official seal this 5 th day of Cayunt 1997.  By Hourid My Residing at R	STATE OF Deliver	<b>)</b>				
who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her tree and voluntary act and deed, for the uses and purposes therefore mentioned.  Given under my hand and official seal this 5 th day of	COUNTY OF Cork	) \$8	≸ Notary Public	, State of Illinois		
Given under my hand and official seal this 5th day of Church 199/.  By Trouis C. Drulch Residing at Such Bruck, 24 Notary Public in and 1st the State of Service Group, Inc. All rights reserved. [IL-314 F3.13 P3.13 KRUSIN.LN]  ASER PRO (im) Ver. 3.13a (c) 1880. CFI Bankers Service Group, Inc. All rights reserved. [IL-314 F3.13 P3.13 KRUSIN.LN]	<ul> <li>who executed the Assignment of Rents, and a</li> </ul>	ry Public, personally appea cknowledged that he or she	ered Kenneth W. Rusin, io me kno signed the Assignment as his or he	wn to be the individual r free and voluntary act	described in and and deed, for the	
Notary Public in and 1.4 the State of		5th c	lay of Cheguet	, 19 <u>9/</u> .		
ASER PRO (tm) Ver. 3.13a (c) 1997. CFI Bankers Service Group, Inc. All rights reserved. [IL-Q 14 F3.13 P3.13 KRUSIN.LN]	By Frois C. Drilet	***************************************	Residing at Sin 3	wich, 26	<u> </u>	
Oberty Of County Clery	Notary Public In and for the State of	eley-ev	My commission expires	3-25-95		
	· O <sub>4</sub>					