UNOFFICIAL GOPY

RECORDATION REQUESTED BY:

Suburban Bank of Hoffman-Schaumburg 275 S. Roselle Rd. Schaumburg, IL. 60168-4070

WHEN RECORDED MAIL TO:

Suburban Bank of Hoffman-Schaumburg 275 S. Roselle Rd. Schaumburg, IL. 60168-4070

SEND TAX NOTICES TO:

Suburban Bank of Hoffman-Schaumburg 275 S. Roselle Rd. Schaumburg, IL_60168-4070 0EPT-01 ACCROING
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78773 # *-92-44052
COOK COUNTY RECORDER

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF REATS IS DATED JUNE 9, 1992, between Daniel G. Digangi and Darrice Digangi, as joing tenants with rights of survivorship, whose address is 774 Roanoke, Palatine, IL 60067 (referred to below as "Grantor"); and Suburban Bank of Noffman-Schaumburg, whose address is 275 S. Roselle Rd., Schaumburg, IL 60168-4070 (referred to below as "Lander").

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 rollowing described Property located in Cook County, State of Illinois:

See attached Exhibit A

The Real Property or its address is commonly known as 610 Claridge Drive, Hoffman Estates, iL 60194. The Real Property tax identification number is 07-16-318-010-0000.

DEFINITIONS. The following words shall have the following meanings when seed in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Co.io. 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 bulween 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 Daniel G. Digangi and Darrice Digangi.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note unit 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 Suburban Bank of Hoffman-Schaumburg, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated June 9, 1992, in the original principal amount of \$65,000.00 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 9.000%.

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, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, 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 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, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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:

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UNOFFICIAL COPY ASSIGNMENT OF RENTS (Continued) 7 3 2

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, andumbrances, 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 Lender.

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 self, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

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 projection 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 ray all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lander 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 reculin/ments 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 agents as Lander may deem appropriate, either in Lander'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 rind 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 navy all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to Act of the foregoing acts or things, and the fact that Lender shall have performed one promote of the foregoing acts or things shall not require Lender to Act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may be pay such costs and expenses from the Rents. Lender, in its sole differe ion, 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 of the indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure and paid.

FULL PERFORMANCE. If Grantor pays all of the indebtedness when due and other is performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, 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 interver 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 fails to comply with any provision of this Assignment, which was 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 termand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during enter (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 pryable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in a left on 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 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 Default") under this we imment:

Default on Indebtedness. Fallure of Grantor 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.

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, Islae 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 disputs 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

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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 may require any 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 Grintor Irrevocably designates Lander 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 exceeds the Indebtedness by a substantial amount. Employment by Lander shall not disquality a person from solving as a receiver.

Other Remedies. Lander 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 romedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after fallure of Gierrich to perform shall not affect Lender's right to declare a detault and exercise its remedies under this Assignment,

Attorneys' Fees; Expenses. If ther der institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' tees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lander's opinion are necessary at any line 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 bankrupti y proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the rost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the example of the 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 Doluments, 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 coracted 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.

No Modification. Grantor shall not enter into any agreement with the holder of any limitings, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extending or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such account, agreement without the prior written consent of Lander.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invant or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other percent or circumstances. If feasible, any such oftending 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 validation and all other provisions of this Assignment in all other respects shall remain validations.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, and Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes resid 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 indebted case.

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 Iffinois as to all indebtedness secured by this Assignment.

Watvers 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 auch 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.

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UNOFFICIAL CO ASSIGNMENT OF RENTS (Continued):

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10	INDIVIDUAL A	CKNOWLEDGMENT		
STATE OF)			
COUNTY OF COUNTY				
On this day before me, the undersigned No described in and who executed the Assigns for the uses and purposes therein mentions	ment of Rents, and acknowle	ared Daniel G. Digangi and Darrice dged that they signed the Assignme	Digangi, to me known to be the inent as their free and voluntary act as	dividuale nd deed,
Given under my hand and official popul this	10 A (). 710C	day of	110 90.	
By Cathy MO	thas_	Residing at Kollus	y Meadows X	<u></u>
Notary Public In and the title State of	JE	My commission expires	1/8/94	
				52440525

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EXHIBIT A

Parcel 1: UNIT NUMBER 110 in Partridge Hill, Phases 3, 4 and 5 being a subdivision of part of the west 33 acres of the east 63 acres of the north 1/2 of the south west 1/4 of Section 16, Township 41 North, Range 10 east of the third principal meridian, in Cork County, Illinois.

Also

Parcel 2: Desements for ingress and egress, appurtenant to and for the benefit of parcel, as set forth in Parkridge Bill Townhome and Recreational Declaration, dated July 29, 1975 and recorded August 5, 1975 as become a 23176225 as amended from time to time and as created by wed from Wheeling Trust and Savings Bank, as Trustee under Trust Number 74-208 to Frances M. Trippiedi dated May 1, 1978 and recorded August 23, 1978 as Document 24596133 in Cook

County, III.

County, III.

County, III.

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P. I.N. : 07-16-318-010-0000