

# UNOFFICIAL COPY

## RECORDATION REQUESTED BY:

Heritage Olympia Bank  
195 W. Joe Orr Road  
Chicago Heights, IL 60411

4 2 1 4 5 7 4 3

## WHEN RECORDED MAIL TO:

Heritage Olympia Bank  
195 W. Joe Orr Road  
Chicago Heights, IL 60411

Replaced by  
M. Fleming

DEPT-01 RECORDING 627.50  
T43333 TRAN 5779 10/06/92 14:19:00  
46130 4 8-92-742098  
COOK COUNTY RECORDER

## SEND TAX NOTICES TO:

Heritage Olympia Bank  
195 W. Joe Orr Road  
Chicago Heights, IL 60411

92742098

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED SEPTEMBER 24, 1982, between TIBOR F. ZSUPPON and VICTORIA M. ZSUPPON, HIS WIFE, whose address is 405 LONGWOOD DRIVE, GLENWOOD, IL 60425 (referred to below as "Grantor"); and Heritage Olympia Bank, whose address is 195 W. Joe Orr Road, Chicago Heights, IL 60411 (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:

LOT 179 IN GLENWOOD MANOR UNIT NUMBER 2, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 29, 1982 AS DOCUMENT 18576853, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 405 LONGWOOD DRIVE, GLENWOOD, IL 60425. The Real Property tax identification number is 32 04 105 002.

**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 Code. 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.

**Existing Indebtedness.** The words "Existing Indebtedness" mean an existing obligation which may be secured by this Assignment.

**Event of Default.** The words "Events of Default" mean and include any of the Events of Default set forth briefly in the section titled "Events of Default."

**Grantor.** The word "Grantor" means TIBOR F. ZSUPPON and VICTORIA M. ZSUPPON.

**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. Specifically, without limitation, this Assignment secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the date of this Assignment to the same extent as if such future advances were made as of the date of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Note, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Note. It is the intention of Grantor and Lender that this Assignment secures the balance outstanding under the Note from time to time up to the Credit Limit as provided above and any intermediate balance.

**Lender.** The word "Lender" means Heritage Olympia Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note or credit agreement dated September 24, 1982, in the original principal amount of \$25,000.00 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 a variable interest rate based upon an index. The index currently is 8.0000% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate equal to the index, subject however to the following minimum rate, resulting in an initial rate of % per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the lesser of 18.0000% per annum or 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.

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Brackets. Any warranty, representation or statement made by Lender shall be limited to the extent of its nature under this Assignment. The Nature of the Related Documents.

COMPLETION DOCUMENTS. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Assignment, the holder of this Assignment.

DEFECT OR INADEQUACY. Failure of Grantor to make any payment when due on the indebtedness.

DEFALKT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

DEFALKT. Any such action by Lender shall not be considered as curing the defect so as to bar Lender from any remedy that it otherwise would have had. of the defect. The rights provided for in this Paragraph shall be in addition to any other rights of any remedies to which Lender may be entitled on account of the defect, or (c) be passed as a bill of exchange, promissory note or any other instrument to be due and payable to the holder timely. This Assignment does not purport to limit or (d) be passed as a bill of exchange after (i) the sum of any applicable attorney's fees or (ii) the amount of the principal sum of the debt plus any additional amount and expenses to do doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment. Any amount that Lender spends in 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. Proprietor, Lender or Grantor shall not be required to do anything that would materially affect Lender's interests in the indebtedness in good standing as required below, or if any action of proceeding is commenced that would materially affect Lender's interests in the indebtedness in good standing, including any obligation to maintain Existing requirements of the indebtedness by Lender. II Grantor fails to comply with any provision of this Assignment, including any obligation to maintain Existing requirements of the indebtedness by Lender, it promptly, if demanded by Lender.

FULL PERFORMANCE. II Grantor pays all of the outstanding balance on the indebtedness when due and otherwise performs all the obligations and duties assigned to him shall be paid by Grantor, it promptly, if demanded by Lender.

APPLICABILITY OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall become a part of the indebtedness incurred by Lender under this Assignment and not remitted by Lender which are not applied to such costs and expenses shall be applied to the indebtedness accrued by the Assignment, and shall be payable on demand, with interest on the Note rates from time of expense until paid.

OTHER ACTS. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act independently pay such costs and expenses from the Property, shall determine the applicability of the Property shall be applied to the indebtedness accrued by Lender may

or more of the foregoing acts or things that may 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, or any other specific act or thing,

No Right to Set Off. Lender may do any and all things to secure and satisfy in the possession of Grantor and to have all of the powers of Grantor for the protection of the Property as Lender may deem necessary and may act independently

EMPLOY AGENTS. Lender may engage his agents such agent or agents as Lender may designate, either in Lender's name or in Grantor's name, to serve the Property. Lender may take up or lease the whole or any part of the Property for such term or on such conditions as Lender

LENDER ORDERS. Orders, ordinances and requirements of all other governmental agencies concerning the Property.

COMPLETIONS WITH LENDER. Lender may do any and all things to secure and satisfy in the possession of Grantor and to have command over the Property.

RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under the Agreement, to collect and receive the Rents, including Rent, interest, and expenses of maintaining the Property, including such

RENTS. Lender may enter upon the Property to repossess the Property and remove any fixtures or chattels of other persons from the Property, and also to pay all taxes, assessments and other charges and expenses of maintaining the Property in proper repair and condition, and also to pay all costs thereof and of removal of such fixtures and chattels.

RIGHTS. Lender may enter upon and occupy the Property and keep the same in repair, to pay the costs thereof and of removal of such fixtures and chattels.

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09-24-1992

Loan No.

## ASSIGNMENT OF RENTS (Continued)

the Related Documents is, or at the time made or furnished 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 Lender.

**Inolvency.** 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 (if 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 occur with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent or any Guarantor revokes any guarantee of the indebtedness.

**Insecurity.** Lender reasonably deems itself insecure.

**Existing Indebtedness.** A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

**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 (for rents), 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 Grantor Irrevocably designates Lender 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.

**Mortgagor 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 Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver 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.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision in 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 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 known, 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, 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.

**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 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 sublease 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.

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Property of Cook County Clerks Office

NOTARY PUBLIC IN AND FOR THE STATE OF		My commission expires
RECORDING AT		127 W 3rd St, Champaign IL
DAY OF		24
GIVEN UNDER MY HAND AND WRITTEN THIS DAY		
AND DEED, FOR THE USE AND PURPOSES THEREIN INTENDED.		
ON THIS DAY BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PREVIOUSLY APPROVED BY THE ATTORNEY GENERAL OF ILLINOIS, AND ACKNOWLEDGED THAT THEY SIGN THIS AGREEMENT IN THEIR FREE AND VOLUNTARY ACT		
MY COUNSELING AND ADVICE.		
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS		
MADE THIS 21ST DAY OF JUNE, 1982.		
COUNTY OF COOK		
STATE OF ILLINOIS		

## INDIVIDUAL ACKNOWLEDGMENT

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES  
 THAT HE HAS READ AND UNDERSTOOD THE SAME.  
 WHICH HE HAS READ AND UNDERSTOOD.  
 WHICH HE HAS READ AND UNDERSTOOD.

WHEREAS OF MANNERED ENTHUSIASM, GRANTOR HEREBY RELEASES AND WAIVES AS OFICES AND BENEFITS OF THE FOREGOING DOCUMENTATION LINES OF THE STATE OF

(Continued)

## ASSIGNMENT OF RENTS