Korea Firal Bank, Chicago 205 N. Michigan Ave. Sullo 915 Chicago, N. 80601

#### WHEN RECORDED MAIL TO:

Korea First Bank, Chicago 205 N. Michigan Ave. Suite 915 Chicago, IL. 60601

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#### SEND TAX NOTICES TO:

Yong Rin Chung 807 Creekbend Vernan Hilla, IL 19061 DEPT-01 RECORDING \$25.50 T#3333 TRAN 6739 10/20/92 16:41:00 #9847 # \*-92-781759

COOK COUNTY RECORDER

92781759

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS IS DATED OCTOBER 20, 1992, between Yong Rin Chung, whose address is 807 Creekbend, Ve nun Hills, IL. 60061 (referred to below as "Grantor"); and Korea First Bank, Chicago, whose address is 205 N. Michigan Ave., Suite 915, Chicago, IL. 60601 (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 Bents from the following described Property located in Cook County, State of Illinois:

UNIT C-1, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN 3110 NORTH SHEP, DAN CONDOMINIUM AS DELINEATED AND DEFINED IN THEDECLARATION RECORDED AS DOCUMENTS NUMBER 25288427, AS AMENDED FROM TIME TO TIME, IN THE NORTH WEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as Condo Unit C-1, 3110 N. sheridan Road, Chicago, IL 60657. The Real Property tax identification number is 14-28-105-081-1116

DEFINITIONS. The following words shall have the foliowing meanings when used in this Assignment. Torms not otherwise defined in this Assignment shall have the meanings ethibuted to such terms in the finition Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" ripens 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 tiplault" mean and harder any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means Yong Rin Chung.

Indebtedrises. The word "Indebtedriess" means all principal and interer p lyable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Korea First Bank, Chicago, its successors and assigns.

Note: The word "Note" means the promisery note or credit agreement dated October 26, 1992, in the original principal amount of \$60,000.00 from Grantor to Lender, trigother with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promisery note or jugicement. The interest rate on the Note is a 17 rible interest rate based upon an index. The index currently is 6,000% per annum. The interest rate to be applied to the unpaid principal base are of this Assignment shall be at a rate of 1,000 percentage point(c) over the index, subject however to the following maximum rate, resulting 17 an initial rate of 7,000% per annum. NOTICE Under no circumstances shall the interest rate on this Assignment be more than the lessor of 24,100% per annum or the maximum rate allowed by applicable law.

Property. The word "Properly" means trip neel properly, and all improvements thereon, described acree in the "Assignment" section.

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

Related Documents. The words "Related Documents" mean and include without limitation all promiser of colors, credit agreements, guarantes, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whother 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 Wilhout limitation all Rents from all leases described on any exhibit attached to this Assignment.

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

FAYMENT 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 Bents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and Coperate and manage the Property and collect the Bents, provided that the granting of the right to collect the Bents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND VIARRANTIES WITH RESPECT TO THE RENTS. With respect to the Fients, 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 Lander 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. Granter has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not tell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Ronts except as provided in this Agreement.

LENDER'S RIGHT YO COLLECT RENTS. Londer shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and revelve the Bents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenents. Lender may send folices to any and all tenents of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's scattl.

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 Rentil; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to incover possession of the Property; cullect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lander may sittle upon the Property to maintain the Property and keep the same in report, to pay the costs thereof and of

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ell services of all employees, tricluding their equipment, and of all continuing costs and expenses of maintaining the Properly in proper repair and condition, and also to pay all taxes, assessmalls and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lander may do any find 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. Leader may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Leader 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 sols 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 injuried 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 Grantor's account and Lender may pay such costs and expenses from the Rents. Unider, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Ronts 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 reimburselt from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Nois rate from date of expenditure until paid.

FULL PERFORMANCE If Granter pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Granter under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Granter a sullable satisfaction of finis Assignment and sulfable statements of termination of any financing statement on the evidencing Lender's security interest in the Rents and the Property. Any fermination fee required by law shall be raid by Granter, if permitted by applicable law.

EXPENDITURES BY LENLEP. If Grantor tails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's inner at: In the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount the United Expenses in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date. It repayment by Crantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and an 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 vote, 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 termedities to which Lander may be entire, or account of the default. Any such action by Lender shall not be construed as curing the default so as to but Lender from any remedy that it otherwise post if have had.

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

Default on indehisdness. Fallure of Grantol to ...ak ) any payment when due on the Indebiedness.

Compliance Defeuit. Failure to comply with an cother term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Breaches. Any warranty, representation or statement news or furnished to Lendor by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished by a state 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 bankrupicy or institutency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). The option the extent prohibited by federal law or litinois law, the death of Grantor is an Individual) also shall constitute an Event of Default index this Assignment.

Foreclosure, etc. Commencement of foreclosure, whether by judicial process no, self-help, repossession or any other method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply it the event of a good faith dispute by Grantor as to the validity or responsibleness of the claim which is the blass of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surely bond for the claim setisfactory to Lender.

Events Affecting Guaranter. Any of the preceding events occurs with respect to any Guaranter of any of the Indebtedness or such Guaranter dies or becomes incompetent.

Insecurity. Lander reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFACET. Upon the occurrence of any Event of Default and at air, hir is thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or ramedles provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to decis, a 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 end collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedries. 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 Property to make payments of rent or use fees directly to Lender. If the Property to the Rents are collected by Lender, then Grantor invescably designates Lender as Grantor's altorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and collect the proceeds. Payments by tenants or other users to Lender in rest once to Lender's demand shall the collections for which the payments are made, whether or not any proper grounds for the demand exists. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have like right to be placed as mortgages in possession or to have a ruceiver appointed to take possession of all or any part of the Property, with the power to prefect and preserve the Property, to operate the Property proceding foroclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebledness. 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 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.

Weiver; Election of Remedies. A waiver by enty 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 remidy, 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.

Atterneys' Fees: Expenses. If Lender Institutes any suit or action to entorce any of the terms of this Assignment, Lender shall be entitled to recover alterneys' tees at that 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 entorcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repelle 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 lewsuit, including attorneys' fees for brankruptcy proceedings (finituding efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collections services, the cost of seinching records, obtaining tille reports (including foreclosure reports), surveyors' reports, and appraisal fees, and like insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by taw.

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

Amendments. This Assignment, together with any Reisted Documents, constitutes the online 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 this been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in according with the laws of the State of Illinois.

No Modification. Granics shall not train 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 game written consent of

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Lander. Granter shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lander.

Severability. It is court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstances, 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 velidity; 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 onforceable.

Successors and Assigna. Subject to the limitations stated in this Assignment on transfer of Grantor's Interest, this Assignment shall be binding upon and inuse 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 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 Examption. Granter hereby releases and waives all rights and benefits of the homestead exemption laws of the State of tillinois 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: This instrument was prepared by Moon S. Cho Korea First Bank Yong Mis Chung 205 N. Michigan Avenue Chicayo Illinois 60601 INDIVIDUAL ACKNOWLEDGMENT STATE OF COUNTY OF \_ C SER On this day before me, the undersigned Notary Public pe sonally appeared Yong Rin Chung, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged the assignment as his or her free and voluntary eat and deed, for the uses and purposes therein mentioned 20 1072 Given under my hand and off ead this day of RECORDER CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CONTRACTOR CO Residing at OFFICIAL SEAL" Kie-Young Shim My commission expires Notary Public in and for the State of Notary Public, State of Illinois LASER PRO (im) Ver. 5.168 (c) 1862 CFI Bankers Service Group, inc. All rights reserved, (IL- 11/6-16 F3.16 P3.15 YONGRINLE) My Commission Expires 3/3/96

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