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RECORDATION REQUESTED BY:

Parkway Bank & Trust Company
4800 North Harlem Avenue
Harwood Heights, IL 60656

COOK COUNTY, ILLINOIS
DEED FOR RECORD

NOV 20 PM 3:31

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WHEN RECORDED MAIL TO:

Parkway Bank & Trust Company
4800 North Harlem Avenue
Harwood Heights, IL 60656

SEND TAX NOTICES TO:

American National Bank and Trust Company as Chicago not personally but as trustee w/in 114205-02 dated July 8, 1991
33 N. LaSalle Street
Chicago, IL 60660

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED NOVEMBER 10, 1992, between American National Bank and Trust Company as Chicago not personally but as trustee w/in 114205-02 dated July 8, 1991, whose address is 33 N. LaSalle Street, Chicago, IL (referred to below as "Grantor"); and Parkway Bank & Trust Company, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60656 (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:

PARCEL 1: The Northwest 1/4 of the Southwest 1/4 of Section 25 (except the South 20 acres thereof) and (except that part of the West 250 feet lying North of the South 33 feet and lying South of the North 450 feet thereof) and (except the East 448.80 feet of the West 1008.80 feet of the North 330.0 feet thereof) and (except the East 108.40 feet of the East 1185.20 feet of the North 330.0 feet thereof) and (except the North 375.33 feet of the West 558.0 thereof) all in Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois. PARCEL 2: The West 361.50 feet of the North 361.50 feet (excepting therefrom the North 37.0 feet thereof, as dedicated for 171st Street, by Plat of Dedication recorded January 8, 1991 as document #1165226) of the East 1/2 of the Southwest 1/4 of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois (except Lots 1 to 4, both inclusive in Southview Estates, a subdivision of part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. PARCEL 3: The West 250 feet of the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 36 North, Range 12 East of the Third Principal Meridian, lying South of the North 450 feet thereof and lying North of a line 33 feet North of and parallel to the North line of the South 20 acres of said Northwest 1/4 of the Southwest 1/4 of said Section 25, in Cook County, Illinois. PARCEL 4: The East 607.20 feet of the West 1185.20 feet of the North 330.0 feet of the Northwest 1/4 of the Southwest 1/4 of Section 25, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

73-94-879A 40

361.50

The Real Property or its address is commonly known as Vacant Land (at 71st and 80th Avenue, Tinley Park, IL 60477. The Real Property tax identification number is 27-25-300-010-0000, 27-25-102-021-0001, 27-25-300-009-0000; 27-25-300-002-0000; 27-25-300-003-0000.

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 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.

Borrower. The word "Borrower" means Tinley Park Center Partnership, an Illinois general partnership.

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 any and all persons and entities executing this 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 Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

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. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, 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 guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Parkway Bank & Trust Company, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated November 10, 1992, in the original principal amount of \$1,200,000.00 from Borrower 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 6.000% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 1.000 percentage point(s) over the index, resulting in an initial rate of 7.000% 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, loan agreements, current and 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

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ASSIGNMENT OF RENTS
(Continued)

OR GRANTEE AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTEE'S WAIVERS. Grantee waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent lender from bringing an action against Grantee, 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.

GRANTEE'S REPRESENTATIONS AND WARRANTIES. Grantee warrants that: (a) the assignment is executed at Borrower's request and not at the request of lender; (b) Grantee has the full power and right to enter into the assignment and to hypothecate the Property; (c) Grantee has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantee about Borrower (including without limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with the assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses 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 fails to take under the assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in the assignment, Grantee shall pay to lender all amounts secured by the assignment as they become due, and shall strictly perform all of Grantee's obligations under the assignment. Unless and until lender exercises its right to collect the Rents as provided below and so long as there is no default under the assignment, Grantee 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.

GRANTEE'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantee represents and warrants to lender that:

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

Right to Assign. Grantee has the full right, power, and authority to enter into the assignment and to assign and convey the Rents to lender.

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

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

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under the assignment, to collect and receive the Rents. For the purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notice to any and all tenants of the Property advising them of the 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, with interest 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 collecting costs and expenses of maintaining the Property in proper repair and of condition, and also to pay all taxes, assessment, 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 secure 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. 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 or agents as Lender may deem appropriate, either in Grantee's name or in Grantee'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 acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantee and to have all of the power of Grantee for the purposes stated above.

No Requirement to Act. Lender shall not 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 shall not require lender to do any other act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by lender in connection with the assignment, and all other costs and expenses of Grantee 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, and lender may pay such costs and expenses from the Rents, with interest at the Note rate from date of expenditure until paid.

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

EXPENDITURES BY LENDER. If Grantee fails to comply with any provision of the assignment, or if any action or proceeding is commenced that would materially affect lender's interest in the Property, Lender on Grantee's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so acting will bear interest at the rate charged under the Note from the date incurred or paid by lender to the date of repayment by Grantee. 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 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. The assignment also will secure payment of these amounts. The rights provided for in the 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 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 assignment:

Default on Indebtedness. Failure 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 the Note or in any of the Related Documents. If such a failure is curable and if Grantee or Borrower has not been given a notice of a breach of the same provision of the assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantee or Borrower, after lender sends written notice demanding cure of such failure: (a) cures the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practicable.

Other Defaults. Failure of Grantee or Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantee or Borrower and Lender.

Insolvency. The insolvency of Grantee or Borrower, appointment of a receiver for any part of Grantee 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 Grantee or Borrower, or the dissolution or termination of Grantee or Borrower's business as a going business (if Grantee or Borrower is a business). Except to the extent provided by federal law or state law, the death of Grantee or Borrower (if Grantee or Borrower is an individual) also shall constitute an Event of Default under the assignment.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantee or Borrower, or by any governmental authority, or by any other person, shall not apply in the event of a good faith default by Grantee or Borrower as to the validity of the assignment or as to the assignment's priority or enforceability, provided that Grantee or Borrower has not been notified of such default in writing and has not been given a reasonable opportunity to cure the default.

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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 or any Guarantor revokes any guaranty of the indebtedness. 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 Default.

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 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 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.

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 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 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.

Waiver; 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 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 limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's 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 the 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 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 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 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.

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 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.

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 or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor 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 consent is required.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

American National Bank and Trust Company as Chicago not personally but as trustee with 11300-02 dated July 6, 1991

By: 
J. Michael Whelan, Vice President

By: 
Peter J. Johnson, Second Vice President

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. Its personal liability or personal responsibility is assumed by or on its behalf at any time be accepted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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Property of Cook County Clerk's Office

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Notary Public in and for the State of _____
 By Michelle M. King
 Residing at _____
 My commission expires _____
 My Commission Expires 07/17/93

On this 12 day of NOV 1992, before me, the undersigned Notary Public, personally appeared J. Michael Whelan and Peter H. Johnson, Vice President and Second Vice President of American National Bank and Trust Company as Chicago not personally but as trustees with 114208-03 dated July 9, 1991, 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 Bylaws or by resolution of its board of directors, for the use and purpose therein mentioned, and on each stated that they are authorized to execute the Assignment and in fact executed the Assignment on behalf of the corporation.

STATE OF ILLINOIS
 COUNTY OF COOK

CORPORATE ACKNOWLEDGMENT