

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

The Mid-City National Bank of Chicago
7222 West Cermak Road
North Riverside, IL 60546

WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago
7222 West Cermak Road
North Riverside, IL 60546

SEND TAX NOTICES TO:

The Mid-City National Bank of Chicago
7222 West Cermak Road
North Riverside, IL 60546

92928833

92928833

[Space Above This Line For Recording Data]

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED NOVEMBER 20, 1992, between Dennis Mak and Fannie Mak, whose address is 907 W. 35th Place, Chicago, IL 60609 (referred to below as "Grantor"); and The Mid-City National Bank of Chicago, whose address is 7222 West Cermak Road, North Riverside, IL 60546 (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 86 IN WALLER'S SUBDIVISION OF THE NORTH 18.122 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. P.I.N. 17-28-208-004

The Real Property or its address is commonly known as 261 W. 22nd Place, Chicago, IL 60616. The Real Property tax identification number is 17-28-208-004.

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.

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 Dennis Mak and Fannie Mak.

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.

Lender. The word "Lender" means The Mid-City National Bank of Chicago, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated November 20, 1992, in the original principal amount of \$74,000.00 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 5.090% per annum. Payments on the Note are to be made in accordance with the following payment schedule: 36 consecutive monthly principal and interest payments of \$644.62 each, beginning January 1, 1993; with interest calculated on the unpaid principal balances at an interest rate of 8.500% per annum; and 144 consecutive monthly principal and interest payments in the initial amount of \$689.61 each, beginning January 1, 1998, with interest calculated on the unpaid principal balances at an interest rate of 3.000 percentage points over the Index described below. My final payment will be due on December 1, 2007 and will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Assignment. If the Index increases, the payments tied to the Index and therefore the total amount secured hereunder, will increase. Any variable interest rate tied to the index shall be calculated as of, and at all times on, the commencement date indicated for the applicable payment stream. Notwithstanding the foregoing, the variable interest rate or rates provided for in this Assignment shall be subject to the following maximum rate. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the lesser of 12.500% 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.

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:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, liens, liens, encumbrances, 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 sell, 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.

UNOFFICIAL COPY

INCORPORATED PROVISIONS. The following incorporated provisions are a part of this Assignment:

The parties or parties sought to be secured by the execution of this instrument of the same tenor and substance as the instrument set forth in this Assignment, to whom such tenor and substance is to be given and agreement of the parties as to the manner of making such instrument, to the instrument of which, when it is made, shall be referred to as the "Assignment". The term "Lender" shall mean the party holding possession of the instrument of which this Assignment is a part, and "Assignee" shall mean any other person who may become a holder of the instrument or of any other instrument of which it is a copy. The term "Property" shall mean the instrument of which this Assignment is a part or any other instrument of which it is a copy. The term "Debt" shall mean any sum or value received by Lender from Assignee on account of the instrument of which this Assignment is a part or any other instrument of which it is a copy, and includes any amount paid by Assignee in payment of the instrument of which this Assignment is a part or any other instrument of which it is a copy.

Waiver of Rights of Rentee. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or preclude recovery of damages for any such breach.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not constitute a waiver of any other right or remedy, and an election to make an application to perform shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not constitute a waiver of any other right or remedy, and an election to perform shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

Waiver of Protection of Rentee. A waiver by any party of any other rights or remedies provided in this Assignment shall not affect Lender's right to declare a default and exercise the remedies under this Assignment.

11-21-1992
Loan No 01-10600330

UNOFFICIAL COPY

ASSIGNMENT OF RENTS (Continued)

Page 3

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 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 described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and affixed hereto this 20th

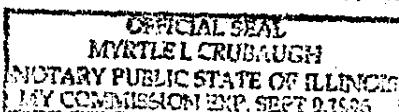
day of November 1992.

By

Notary Public in and for the State of Illinois

Residing at 1900 S. 60th Ct., Chicago, IL 60650
My commission expires 9/9/96

LASER PRO, Reg. U.S. Pat. & T.M. Off., V.M. 3.16 (c) 1982 CFI Bankers Service Group, Inc. All rights reserved. [IL-014 MAILED R11.CVL]



CCP82528833

UNOFFICIAL COPY

Property of Cook County Clerk's Office

92328833