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Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section. The word "Property" means a real property, and a "Government" means the government of the United States or any state, territory, or possession of the United States, or the District of Columbia, or any political subdivision thereof. The word "Lender" means Interstate Bank of Oak Forest, its successors and assigns. The word "Note" means the promissory note or credit agreement dated March 10, 1992, in the original principal amount of \$15,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, amendments, consolidations, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index, subject however to the following maximum rate, resulting in an initial rate of 5% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than (except for any higher default rate shown below) the lesser of 25.00% per annum or the maximum rate allowed by applicable law.

Grantor. The word "Grantor" means Richard A. Peterson and Grace Louise Peterson. The word "Indebtedness" means all principal and interest payable under the Note and any amendments, additions, or advances to the Note or such amounts as provided in the Assignment. Specifically, without limitation, this Assignment secures a revolving line of credit 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 the Assignment. 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 advances to Grantor as 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 secure the balance outstanding under the Note from time to time from zero up to the Credit Limit as provided above and any intermediate balance. The word "Assignment" means the 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 "Event of Default" mean and include any of the Events of Default set forth in the section titled "Events of Default".

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MARCH 10, 1992, between Richard A. Peterson and Grace Louise Peterson, his wife, as joint tenants, whose address is 5741 Dover Road, Oak Forest, IL 60452-2811 (referred to below as "Grantor"); and Interstate Bank of Oak Forest, whose address is 15333 South Cicero, Attn: Loan Department, Oak Forest, IL 60432 (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 377 in Warren J. Peters' Seventh Addition El Morro Subdivision, being a Subdivision of part of the North 50 acres of the Southeast 1/4 and part of the Third Principal Meridian, according to the plat thereof Township 36 North, Range 13, East of the Third Principal Meridian, Illinois on August 30, 1968 as document number 2407763, in Cook County, Illinois. The Real Property or its address is commonly known as 5741 Dover Road, Oak Forest, IL 60452-2811. The Real Property tax identification number is 28-17-406-027-0000. 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. No reference to other amounts shall mean amounts in lawful money of the United States of America. Assignment. The word "Assignment" means the 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 "Event of Default" mean and include any of the Events of Default set forth in the section titled "Events of Default". Grantor. The word "Grantor" means Richard A. Peterson and Grace Louise Peterson. The word "Indebtedness" means all principal and interest payable under the Note and any amendments, additions, or advances to the Note or such amounts as provided in the Assignment. Specifically, without limitation, this Assignment secures a revolving line of credit 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 the Assignment. 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 advances to Grantor as 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 secure the balance outstanding under the Note from time to time from zero up to the Credit Limit as provided above and any intermediate balance. The word "Note" means the promissory note or credit agreement dated March 10, 1992, in the original principal amount of \$15,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, amendments, consolidations, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index, subject however to the following maximum rate, resulting in an initial rate of 5% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than (except for any higher default rate shown below) the lesser of 25.00% per annum or the maximum rate allowed by applicable law. Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section. The word "Property" means a real property, and a "Government" means the government of the United States or any state, territory, or possession of the United States, or the District of Columbia, or any political subdivision thereof.



RECORDATION REQUESTED BY: Interstate Bank of Oak Forest  
1533 South Cicero  
Attn: Loan Department  
Oak Forest, IL 60432  
MAIL WHEN RECORDED MAIL TO: Interstate Bank of Oak Forest  
1533 South Cicero  
Attn: Loan Department  
Oak Forest, IL 60432  
SEND TAX NOTICES TO: Interstate Bank of Oak Forest  
1533 South Cicero  
Attn: Loan Department  
Oak Forest, IL 60432

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DEPT-11 RECORDS  
1472777 FAX 8353 03/18/92 14431:00  
459222 # G # 82-177526  
COOK COUNTY RECORDER

026027196

A0037921

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, 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, revenue, 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 the Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANITOR 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.

**GRANITOR'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, loans, 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 Assignments. 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 the 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; insure 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 continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water bills, 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 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. 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 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 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 have all of the powers of Grantor 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 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. 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. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness incurred by the Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the indebtedness when due and otherwise 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 or any financing statement on the winding up statement on the satisfaction of this Assignment. 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, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any 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 demand, (b) be added to the balance of the credit line 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. 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 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 Grantor to make any payment when due on the Indebtedness.

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

Breach. Any warranty, representation or statement made or intended to be made by Grantor or under this Assignment, the Note or the Related Documents.

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Property of Cook County

LAST PRO (REV. 5.12.02) OFF. BANKER SERVICE GROUP, INC. ALTHOUGH APPROVED BY THE STATE OF ILLINOIS

Notary Public in and for the State of Illinois  
By: Willie Patricia  
Reading at 1000  
day of March  
18 92  
Given under my hand and official seal this 10th day of March  
Assignment as that free and voluntary and and deed, for the uses and purposes therein mentioned.  
On the day before me, the undersigned Notary Public, personally appeared Richard A. Peterson and Grace Louise Peterson, his wife, as joint tenants, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the

OFFICIAL SEAL  
Willie Patricia  
Notary Public, State of Illinois  
My Commission Expires 6/30/92

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

GRANTOR: Richard A. Peterson X  
Grace Louise Peterson X

WITNESSES and Consents. Lender shall not be deemed to have waived any rights under the 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 the 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 GRANTEE ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND EACH GRANTEE AGREES TO ITS TERMS.

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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.

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 (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 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.

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 enforce 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 (a) 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 a net proceeds, over and above Lender's costs, against the Indebtedness, in furtherance of the right. Lender may require any tenant or other user of the Property to make payments of rent or use taxes 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 conduct 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 part or by agent, or through a receiver.

Mortgages 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 pending 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 save and/or 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 dequalify 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, or a provision of the Assignment that 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 that not exclude pursuit of any other remedy, and an election to make explicit 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 exercise its remedies under the Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of the Assignment, Lender shall be entitled to recover attorneys' fees at that and on any appeal. Whether or not any court action is worked, 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 a judgment, stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveys, reports, and appraisal fees, and the insurance, to the extent permitted by applicable law. Grantor shall 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 set forth in writing and signed by the party or parties sought to be changed 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 the Assignment by which the agreement is modified, amended, expanded, 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.

Saverability. If a court of competent jurisdiction finds any provision of the Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render the 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 the Assignment 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. This Assignment shall constitute a waiver of the homestead exemption laws of the State of

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