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RECORDATION REQUESTED BY:

NATIONAL REPUBLIC BANK OF CHICAGO 500 SOUTH RACINE AVENUE CHICAGO, IL 60807

WHEN RECORDED MAIL TO:

NATIONAL REPUBLIC BANK OF CHICAGO 500 BOUTH RACINE AVENUE CHICAGO, IL 50507 1997 40 0 11 HE 59

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT CETIENTS IS DATED MARCH 25, 1992, between MADHAVI NIMMAGADDA and USHARANI NIMMAGADDA, joint tenuncy, whose address is 2423 NORTH KEDZIE BLVD., CHICAGO, IL 60647 (referred to below as "Grantor"); and NATIONAL REPUBLIC BANK OF CHICAGO, whose address is 500 SOUTH RACINE AVENUE, CHICAGO, IL 60607 (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 rollowing described Property located in Cook County, State of Illinois:

LOT 15 AND THE NORTH 1/2 OF LOT 16 IN BLOCK 5 IN THE SUBDIVISION OF LOTS 4 AND 6 IN COUNTY CLERK'S DIVISION OF PART OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 25, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known 23 2423 NORTH KEDZIE BLVD., Chicago, IL 60647. The Real Property tax identification number is 13-25-325-011.

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 lawfult 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 30 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 littled "Events of Culture Set forth below in the section littled

Grantor. The word "Grantor" means MADHAVI NIMMAGADDA and USHARANI NIMMAGADDA.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any arrounds expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, logether with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means NATIONAL REPUBLIC BANK OF CHICAGO, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated March 25, 1992, in the original principal amount of \$200,000.00 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 7.500%.

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:

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Ownership. Grantor is entitled to receive the Rents tree and clear of all rights, loans, tiens, 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 thought 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 Lunder or Lander'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; institute 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 continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lander on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of lillinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may risk or lease the whole or any part of the Property for such term or terms and on such conditions as i.ender may deam appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may doem 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 doem appropriate and may act exclusively and solely in the place and stead of Granter and to have all of the powers of Granter for the purposes stated above.

No Requirement to Act. Lander shall not be required to do any of the foregoing acts or things, and the fact that Lander 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 Granton'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 not and expenses shall be applied to the indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Ronts that occome a part of the indobtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditive until paid.

FULL PERFORMANCE. If Grantor pays all of the Indubtedness 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 of Granter a suitable salisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security tracest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Granter falls to comply with any provision of this Assignment, or the new action or proceeding is communiced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not bu inquired to, take any notion 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 Londer's option, will (a) be payable on dimand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during of the form of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated its a balloon payment which will be due and pay tole at the Note's maturity. This paragraph shall be a purition to any other rights or any comments to be constituted and the note of the second of the sec 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 Agrapment:

Default on Indebtedness. Fallure of Grantor to make any payment when due on the Indebtedness.

Compilance Default. Fallure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and il Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Delault will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within filtern (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Rolated Documents is, or at the time made or furnished wits, false in any material respect.

Other Defaults. Failure of Grantor to comply with any larm, 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 factoral 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

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dies or becomes incompetent. 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 remedike provided by law:

Accelerate indebtedness. Londer 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 Granfor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the nel proceeds, over and above Lentier's costs, against the indebtedness. In furtherance of this right, Lander may require any length 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 tensints or other users to Lender in response to Lender's demand shall salisty 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.

Mortgages in Foscassion. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or pay part of the Property, with the power to protect and presurve the Property, to operate the Property preceding foreclosure or sale, and to collect the Re its from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. 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 volun of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality 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.

Walver; 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 Lander to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expentitures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lander's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any cuit or action to enforce any of the terms of this Assignment, Lender shall be untitled to recover attorneys' tees 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 lime 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, Lendor's attorneys' less and legal expenses whether or not there is a lawauit, including attorneys' fees for bankruptcy proceedings (in Juding efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, childling title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and lille insurance, to the extent permitted by applicable law. Granter 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 titls Assignment:

Amendments. This Assignment, together with any Related Documents, constitute the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment's half 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.

Muttiple 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 issignment.

No Modification. Granter shall not enter into any agreement with the holder of any mortgage, deed or truck 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 socially agreement without the prior written consent of

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforced as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstance. It leasible, 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, Lander, 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, 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 aubsequent instances where such consent is required.

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

GRANTOR:

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

(Continued)

03-25-1992 Loan No 9001

INDIVIDUAL, ACKNOWLEDGMENT STATE OF On this day before me; the undersigned Notary Public, personally appeared MADHAVI NIMMAGADDA and USHARANI NIMMAGADDA, to me for to be the individuals described in and who executed the Assignment of Ranhs, and acknowledged that they signed the Assignment as their free voluntary act and fosed, for the uses and purposes therein mentioned. Given under my frank and official seed this. By Residing at Wy commission systres Given in the Signet of My commission systres Given in the Signet of My commission Expires 6/19/94 My Commission Expires 6/19/94	MADHAVI NIMMAGADDA	USHARANI NIMMAGADDA					
COUNTY OF On this day before merithe undersigned Notary Public, personally appeared MADHAVI NIMMAGADDA and USHARANI NIMMAGADDA, to me know to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free voluntary act and deed, for the uses and purposes therein mentioned. Given under my thand end official seal this day of	INDIVIDU	UAL, AC	KNOWLEDG	MENT			
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On this day before merithe undersigned Notary Public, personally appeared MADHAVI NIMMAGADDA and USHARANI NIMMAGADDA, to me know to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free voluntary act and deed, for the uses and purposes therein mentioned. Given under my thand and official seal this day of Residing at OFFICIAL SEAL* Notary Public in and for the Siste of My commission expires Gibia-Armendaria. SER PRO (Im) Ver. 3.15B (e) 1992 CE: (Ian) or Service Group, inc. Altrighterserved, IIL-G14 E3.15 F3.15 P3.15	12 and	88					
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