

RECORDATION REQUESTED BY:

American Trust & Savings Bank
1321 119th Street
Whiting, IN 46394

WHEN RECORDED MAIL TO:

American Trust & Savings Bank
1321 119th Street
Whiting, IN 46394

SEND TAX NOTICES TO:

TED MONIUSZKO, GAIL S. MONIUSZKO, HENRYK GAJ and
JANINA GAJ
11537 EWING AVENUE
CHICAGO, IL 60617

DEPT-01 RECORDING \$25.50
T43333 TRAN 5213 05/15/92 16:05:00
#2944 \$ *--92-338880
COOK COUNTY RECORDER

92338880

[Space Above This Line For Recording Date]
ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 1, 1992, between TED MONIUSZKO, GAIL S. MONIUSZKO, HENRYK GAJ and JANINA GAJ, whose address is 11537 EWING AVENUE, CHICAGO, IL 60617 (referred to below as "Grantor"); and American Trust & Savings Bank, whose address is 1321 119th Street, Whiting, IN 46394 (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:

LOTS 21, 22 AND 23 (EXCEPT THE EAST 12.50 FEET OF SAID LOTS) IN BLOCK 2 IN G. FRANK CROISANT'S RIVERSIDE DRIVE ADDITION, A SUBDIVISION OF THAT PART OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE MICHIGAN CENTRAL RAILROAD COMPANY RIGHT-OF-WAY, SOUTHERLY OF THE CALUMET RIVER, AND EASTERLY OF A LINE DRAWN FROM A POINT 825.00 FEET NORTHEASTERLY, MEASURED ALONG THE SOUTHERLY BANK OF CALUMET RIVER, FROM THE CENTERLINE OF THE MICHIGAN CENTRAL RAILROAD RIGHT OF WAY TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, 1451, FEET EAST OF THE SAID NORTHEAST 1/4, EXCEPTING A STRIP OF LAND 100 FEET WIDE DEDICATED FOR PUBLIC STREET IN THE NORTHEAST CORNER THEREOF, RECORDED IN BOOK 169 OF PLATS AT PAGE 12 IN THE RECORDER'S OFFICE, COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12946 TORRENCE AVENUE, BURNHAM, IL 60617. The Real Property tax identification number is 29-01-208-035-193 & 29-01-208-036-193 & 29-01-208-037-193.

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 TED MONIUSZKO, GAIL S. MONIUSZKO, HENRYK GAJ and JANINA GAJ.

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 American Trust & Savings Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated May 1, 1992, in the original principal amount of \$79,000.00 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 10.000%. The Note is payable in 180 monthly payments of \$849.01 and a final estimated payment of \$.

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, 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, 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, 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 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

NORTHERN ILLINOIS TITLE INSURANCE COMPANY 21199-C-0492 Kathleen E. Horne



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Handwritten initials/signature

ASSIGNMENT OF RENTS

(Continued)

Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notices to Tenants. Lender may send notices 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 rents 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 or all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and of condition; and also to pay all taxes, assessments 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 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 COSTS. 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 her sole discretion, shall determine the application of any and all Rents received by it; however, any such costs and expenses received by Lender which are not applied to such costs and expenses shall be applied to the indebtedness secured by this Assignment, and made by Lender under the Assignment and not reimbursed from the Rents until the Note rate from date of expenditure until paid.
FULL PERFORMANCE. Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under the Assignment, the Note, and all Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of the Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest 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 Grantor fails to comply with any provision of this Assignment, 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 shall bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor, and 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. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of this 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.
Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents, 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.
Involency. 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, sale, repossession or any other method, by any creditor of Grantor against any of the Property. However, the substitution 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, or any of the indebtedness or such Guarantor dies or becomes incompetent.
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 Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.
Correct 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 net proceeds, over and above Lender's costs, against the indebtedness. In the absence 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 payments 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 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 mortgages in possession or receiver may survive without bond if permitted by law. Lender's right to appoint a receiver shall not be 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 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 under the Assignment shall not affect Lender's right to declare a default and exercise its remedies under the 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 that and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's option 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 any automatic stay or injunction), appeals and any backlogged post-judgment collection services. The cost of such reports obtained by Lender, including foreclosure reports, surveys, reports, and appraisals fees, and the amount of the extension of the term of the mortgage, 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 of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Indiana. Except as set forth hereinafter, this Assignment shall be governed by, construed and enforced in accordance with the laws of the State of Indiana, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Illinois. However, in the event that the enforceability or validity of any provision of this Assignment is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Assignment (which secures the Note) has been applied for, considered, approved and made in the State of Indiana.

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 otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANTOR:

X Ted Moniuszko
TED MONIUSZKO

X Gail S. Moniuszko
GAIL S. MONIUSZKO

X Henryk Gaj
HENRYK GAJ

X Janina Gaj
JANINA GAJ

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Indiana)
) ss
COUNTY OF Lake)

On this day before me, the undersigned Notary Public, personally appeared TED MONIUSZKO, GAIL S. MONIUSZKO, HENRYK GAJ and JANINA GAJ, to me known to be the individuals 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 official seal this 25th day of April, 19 92

By Patricia L. Babair Residing at 1321-1/2th Street, Whiting, IN 46394
Patricia L. Babair
Notary Public in and for the State of Indiana My commission expires 1-25-96

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08/08/2016