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BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631

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WHEN RECORDED MAIL TO:

BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631

BOX 333

93406960

SEND TAX NOTICES TO:

ALBERT BERLAND and HARRIET BERLAND
6912 N. KOLMAR
SKOKIE, IL 60076

25/11

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 21, 1993, between ALBERT BERLAND and HARRIET BERLAND, HUSBAND AND WIFE AS JOINT TENANTS, whose address is 6912 N. KOLMAR, SKOKIE, IL 60076 (referred to below as "Grantor"); and BRICKYARD BANK, whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645-3631 (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: UNIT NUMBER 1 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HEREINAFTER REFERRED TO AS PARCEL): THE SOUTH 30.8 FEET OF THE NORTH 63.8 FEET OF LOT 15 IN DEMING'S AND OTHERS SUBDIVISION OF OUT LOT "C" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM OWNERSHIP MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBER 39984 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 24454282, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS
ALSO: PARCEL 2: AN EASEMENT OF INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL FOR THE BENEFIT OF THE OWNERS AND OCCUPANTS OF PARCEL 1 AND THE OWNERS AND OCCUPANTS OF THE PREMISES IMMEDIATELY SOUTH OF AND ADJOINING THE FOLLOWING DESCRIBED PARCEL: THE NORTH 10 FEET OF THE SOUTH 111.5 FEET OF LOT 15 IN DEMING'S AND OTHERS SUBDIVISION OF OUT LOT "C" IN WRIGHTWOOD, A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS CREATED BY WARRANTY DEED FROM WILLIAM H. EARLE TO PATRICK HEFFRON AND JOHANNA HEFFRON RECORDED OCTOBER 14, 1873 AS DOCUMENT NUMBER 130691 AND RECORDED FEBRUARY 7, 1874 AS DOCUMENT NUMBER 149437 IN COOK COUNTY, ILLINOIS. ALSO: PARCEL 3: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE NUMBER 1, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 24454282.

The Real Property or its address is commonly known as 2418 N. GENEVA, CHICAGO, IL 60614. The Real Property Identification Number is 14-28-317-067-1001.

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 ALBERT BERLAND and HARRIET BERLAND.

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 Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, 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 Grantor 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 BRICKYARD BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated May 21, 1993, in the original principal amount of \$203,500.00 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 6.000% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 2.000 percentage point(s) over the index, resulting in an initial rate of 8.000% 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, 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.

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THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INCURRED DEBTS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTEE UNDER THE NOTE. THIS ASSIGNMENT AND THE RELATED DOCUMENTS ARE GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Grantor shall pay to Lender all amounts secured by the Assignment and shall remain obligated to pay to Lender all amounts secured by the Assignment and shall remain obligated to pay to Lender all amounts secured by the Assignment and shall remain obligated to pay to Lender all amounts secured by the Assignment.

RIGHT TO ASSIGN. Grantor shall have the right to assign, and authority to enter into the Assignment and to assign and convey the Note to Lender. Grantor shall have the right to assign, and authority to enter into the Assignment and to assign and convey the Note to Lender.

TERMINATION RIGHTS TO CORRECT ERRORS. Lender shall have the right at any time, and even though no initial default has occurred under the Assignment, to correct or amend the Note, for the reason that Lender has been given and granted the following rights, powers and authority: (a) to correct or amend the Note, for the reason that Lender has been given and granted the following rights, powers and authority.

EMPLOY AGENTS. Lender may employ any agents, including the Lender's attorney, to act on its behalf in connection with the Assignment and the Note. Lender may employ any agents, including the Lender's attorney, to act on its behalf in connection with the Assignment and the Note.

APPLY LOCATION OF RENTAL. All rent and expenses incurred by Lender in connection with the Property shall be for Lender's account and Lender may apply the same to the Note. Lender may apply the same to the Note. Lender may apply the same to the Note.

DEFAULT ON INDEBTEDNESS. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in the Note or in any of the related documents, shall constitute an event of default (Event of Default) under this Assignment.

DEFERRED PAYMENT. 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.

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:

ACCEPTANCE OF 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 RENT. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the rents, including amounts 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 other payments directly to Lender. If the rents are collected by Lender, Lender shall have the right to collect the rents and apply the net proceeds, over and above Lender's costs, against the indebtedness.

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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 proceeding 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 under this Assignment after failure of Grantor 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 life reports (including foreclosure reports), surveyors' reports, and appraisal fees, and life insurance, to the extent permitted by applicable law. Grantor 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 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 foreclosure 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 Albert Berland
ALBERT BERLAND

X Harriet Berland
HARRIET BERLAND

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Clark) ss

On this day before me, the undersigned Notary Public, personally appeared ALBERT BERLAND and HARRIET BERLAND, 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 15th day of July, 1993.

By [Signature]
Notary Public in and for the State of Illinois

Noting at [Signature]
My commission expires [Signature]

OFFICIAL SEAL
Clark County
Notary Public Expires 10/7/95

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