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Korsa First Bank, Chicago 16 N. Michigan Ava. Bulle 915 Chicego, IL 60601

WHEN RECORDED MAIL TO:

Korea First Bank, Chicago 205 N. klichigen Ave. Sulle 916 Chicago, IL 60601

**SEND YAX NOTICES TO:** 

Raymond Soungryong Kim and Kang J. Kim, alde Connie K. . 9 W. Irving Park Road Chicago, IL &

93413764

. DEPT-01 RECORDINGS

\$3990 **\$** 

\$25.50

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T#7777 TRAN 9170 06/02/93 13:40:00

**#-93-413764** COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 28, 1993, between Raymond Seungryong Kim and Kang J. Kim, a/k/a Connie K. Kim, husband and wife, whose address is 3559 W. Irving Park Road, Chicago, IL. 60618 (referred to below as "Grantor"); and Korea First Bank, Chicago, whose address is 205 N. Michigan Ave., Suite 915, Chicago, IL 60 101 (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 Rants from the following described Property located in Cook County, State of Illinois:

LOT 9 IN BLOCK 2 IN PICKERDIKE'S ADDITION TO IRVING PARK, BEING A SUBDIVISION OF THE WEST HALF OF THE WORTH WEST QUARTER OF THE NORTH FAST QUARTER AND THAT PART LYING SOUTH OF ELSTON AVENUE OF THE EAST HALF OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 23. TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD FRINCIPAL MERIDIAN, IN COOK COUNTY, I'LINOIS.

The Real Property or its address is commonly known as 3559 W. Irving Park Road, Chicago, it. 60618. The Real Property tex Identification number is 13-23-200-001.

DEFINITIONS. The following words shall have the following may lings 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 maney of the United States of America.

Assignment. Tile word "Assignment" means this Assignment of Rents between Granfor and Lender, and includes without fimiliation all assignments and security interest provisions relating to the Rents.

Existing Indebtedness. The words "Existing Indebtedness" mean an draing 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 below in the section lifted "Events of

Grantor, The word "Grantor" means Raymond Seungryong Kim and Kang J. Kim, aft/a Connie K. Kim.

Indebtedness. The word "Indebtedness" means all principal and interest payuble undon 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. Specifically, without limits tion, "Als Assignment secures a revolving line of cradit, and shall secure not only the amount which Lender has presently advanced to Grantor under the Note, but also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years from the detail of this Assignment to the same extent as if such tuture advance were made an of the date of the execution of this Assignment. The law of this fine of cradit obligates Lender to make advances to Grantor so long as Grantor compiles with all the terms of the Note and Related Foruments.

Lender. The word "Lender" means Koras First Bank, Chicago, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated May 28, 1923, in the original principal amount of \$150,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, raine roings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest ate a sed upon an index. The index currently is 5.000% per annum. The interest rate to be applied to the unpaid principal balance of this Augment shall be at a rate of 2.000 percentage point(s) over the Index, subject however to the following maximum rate, resulting in an initial rate of 6.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the lesser of 24.000% per annum of the maximum rate allowed by

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assign( \( \text{Nn} \) " 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.

ints. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without similation 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 unfit 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 colleteral in a bankrupity proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lander that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, icans, tiens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Flight 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 convoyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not self, assign, uncuriber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LEMBER'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:

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PROTEST :

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Notice to Tenents. Lender may sand notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender's agent.

Exter the Property. Lender may enter upon and take possession of the Property; demand, coffect and receive from the lenants or from any other persons itsole 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 lenant or lenants 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 thereor 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, essessments 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 litinois and also all other tews, rules, orders, orders, orders, orders and requirements of all other governmental agencies affecting the Property.

Lesse the Property. Lender may rent or lesse 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 ordection and application of Hents.

Other Acts. Lander 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 steed 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 fire, oling 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 secured by this Assignment, and shall be psyable on demand, with Interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Gran of vays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Granfor under this Assignment, the Note, and the Reight of Cocuments, Lender shall execute and deliver to Granfor a suitable satisfaction of this 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 tee required by law shall be paid by Granfor if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor fels to comply with any provision of this Assignment, including any obligation to maintain Existing Indebtedness in good standing as required peli whom it any action or processing is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but reall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will been interest at the rate charry of under the Note from the date incurred or paid by Lender's to the date of repayment by Grantor. All such expendses, at Lender's option, will (a) be plyable on demand. (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become the 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 like 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 the default. Any such action by Lender shall not be correctly as curing the default so as to ber 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:

Detault on Indebtedness. Failure of Grantor to make any pays ent 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 Occurrents.

Breaches. Any warranty, representation or statement made or furnished 1% bander by or on behelf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, lease in any milectal respect.

Other Defaults. Failure of Grantor to comply with any term, obligation, covered, 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 craditors, the commencement of any proceeding under any bankrupicy or insolvency lews by or against Grantor, or the desolution or termination of Grantor's exclusions as a going business (if Grantor is a business). Except to the extent prohibited by federal lew or thinois lew, the death of 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, his accession 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 grant faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives to ide: written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Lender.

gvente Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or such Guarantor des or becomes incompetent or any Guarantor revotes any guaranty of the Indebtedness.

Insecurity. Lender reasonably deams itself insecure.

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 sult or other action to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Laider 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 Indebtodness immediately due and payable, including any prepayment punelty which Grantor would be required to pay.

Collect Rents. Lander 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 furtherance 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 proceeds. Payments by tenants or other users to Lender suppose to Lander'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 person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be pieced as mortgages 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 serve without bond if permitted by law. Lender's right to the appointment of a receiver shak adal whether or not the apparent value 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 Hole or by law.

Wisher; 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.

Alterneys' 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 Lander's opinion are necessary at any time for the projection of its intensit or the enforcement of its rights shall become a part of the indetedness payable on demand and shall beer interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any finite 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 anticipated post-judgment cufection services, the cost of searching records, obtaining title reports (including foraclosure reports), surveyors'



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## UNOFASSIGNMENT OF RENTOPY

reports, and appraisal less, and title insurance, to the extent permitted by applicable law. Granfor 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:

Assendments. This Assignment, fogether 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 Lander in the State of Ittinois. This Assignment shall be governed by and construct in accordance with the laws of the State of Ittinois.

illustiple 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. Where any one or more of the Grantors are corporatious or partnerships, it is not necessary for Lender to inquire into the powers of any of the Grantors or of the officers, partners, or agents acting or purpuring to act on their behalt, and any indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

No Modification. Granior 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 stricted and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and martens. Subject to the finitations 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, with our notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension with releasing Grantor from the obligations of the Assignment or liability under the Indebtedness.

Time is of the Essency. The is of the essence in the performance of this Assignment.

Waiver of Homselead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Minois as to all Indebtedness secure 2 by this Assignment.

Walvers and Concents. Lender styll not be deemed to have waived any rights under this Assignment (or under the Releied Documents) unless such waiver is in writing and signer; 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 the Assignment shall not consitute a waiver of or prejudice the party's right otherwise to demand strict compliance with this provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lander 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 in 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 YERMS. GRANTOR: Replicati Seungryong Kim Karg J. Kim, ali/a Connie K. Kim INDIVIDUAL ACKNOWLEDGMENT Illinois STATE OF 1 84 COUNTY OF Cook On this day before me, the undersigned Notary Public, personally appeared Raymond & ung yong Kim; and Kang J. Kim, alive Connie K. Kim, husband and wife, to me known to be the individuals described in and who executed the A signment of Rents, and acknowledged that they signed the Assignment as their free and votuntary act and deed, for the uses and purposes therein mentions d , 19<u>93</u> 28th May r my hand and official seal this day of Ganetierdeni Residing at 205 N. Michigan, \$915, Chicago 60601 Keleen 11-14-95 Illinois My commission expires \_\_ Notary Public in and for the State of \_ LASER PRO (m) Ver. 3:136 (c) 1983 CF1 Senters Service Group, Inc. All rights reserved. (E.-Q14E3.15 F3.15 F3.15 RATOM LH)

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MY COMMISSION EXP. 11/14/95

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