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RECORDATION REQUESTED BY:

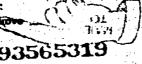
First National Bank of Morton Grove 5 10 1 6 6 201 West Dempster Street 5 10 2 5 1 3 5 6 Morton Grove, IL 60063

WHEN RECORDED MAIL TO:

First National Bank of Morton © 6201 West Dempater Street Morton Grove, IL. 68853

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JACKSON GRANDS ALL

SEND TAX NOTICES TO:

Mid Town Bank 2021 N Clark St. Chicago, iL 60614 DEFT-01 RECORDINGS

\$27.50

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COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JUNE 30, 1993, between Mid Town Bank, as trustee, whose address is 2021 N Clark St., Chicago, IL. (referred to below as "Grantor"); and First National Bank of Morton Grove, whose address is 6271 West Dempster Street, Morton Grove, IL. 60053 (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 Kents from the following described Property located in Cook County, State of Illinois:

See Legal Description Attachred Hereto and made a part hereof

The Real Property or its address is commonly known as 3900-20 South Michigan ave., Chicago, it. 606__

DEFINITIONS. The following words shall have the freewing 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 his Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating trithic Rents.

Borrower, The word "Borrower" means Record Controls In L.

Event of Default. The words "Event of Default" mean and colude any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means any and all persons and er dies executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's in the Rents and Personal Property to Lender and is not personally liable under the Note succept as otherwise provided by contract or law.

Indebtedness. The word "Indebtedness" means all principal and interest people under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor under this Assignment, logether with interest on such amounts as provided in this Assignment. Specifically, without firstation, this Assignment secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also amount which Lender may advance to Borrower under the Note within twenty (20) years from the date of this Assignment to the same extent as if such future advance were made as of the date of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower compiles with all the terms of the Note and Reflated Documents.

Lender. The word "Lender" means First National Bank of Morton Grove, its successors and as inns.

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Note. The word "Note" means the promissory note or credit agreement dated June 30, 1293 in the original principal amount of \$150,000.00 from Borrower 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 in great 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 1.000 percentage point(s) over the Index, needing in an initial rate of 7.000% 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 att improvements thereon, described above in the "2 at animent" section.

Real Property. The words 'Real Property' mean the property, interests and rights described above in the "Property Softhition" section.

Releted Documents. The words "Related Documents" mean and include without limitation all promissory now, 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 OSLIGATIONS OF GRANTOR AND BORROWER LINDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or detenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Assignment and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except us 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 detault 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 collecteral in a bankrupitry 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.

to Further Transfer, Granior will not self, assign, encumber, or offnerwise dispose of any of Granior's rights in the Rents except as provided in ête Prior Assignateit. Granker has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

Notice to Tenentia. Lander may send notices to any and all tenents of the Property advising them of this Assignment and directing as Rents to be LENDER'S RIGHT TO COLLECT RENTS. Lander shall have the right at any time, and even though no detailt shall have occurred under the collect and receive the Rents. For this purpose, Lender is hareby given and granted the following rights, powers and authority:

Enter the Property. Lender may enter upon and take possession of the Property, demand, collect and receive from the lensing or from any other persons table theretor, all of the Pents; incliuding such persons table theretor, all of the Pents; incliuding such persons the protection of the protection of the proceedings as may be mecessary to recover possession of the Property; collect the Rents and remove any tenents or other persons. beig quectly to render or tenders agent.

Melitibit the Property. Lander may arrier upon the Property to maintain the Property and keep the same in repair, to pay the costs the Property and standards their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and also to pay all taxes, essessments and water utilities, and the property and size to pay all taxes, essessments and water utilities, and the property and size to pay all taxes, essessments and water utilities, and the property in property in property in property of the property of the property of the property in property in property of the ynagora ani mon

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Minote and also all other laws.

wek deem appropria-Lender may rent or lease the whole or any part of the Property for such term or lerms and on such conditions as Lender

Other fearer may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively Entploy 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.

No Requirement to Act. Lender shall not be required to do any of the foregoing ricts or things, and the tect that Lender shall have performed one or more of the target set or thing. and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes sigled above

Assignment, and shall be payable in demand, with interest at the Note rate from date or expenditure until paid. All expenditures mixed by the destination in an almost the feet of the tradelectres secured by the APP. ICATION OF A COSIS and expenses incurred by Lender, in its so.s discretion, shall be for Grantor and Borrows's account C and it in most per such custs and expenses from the Rents. Lander, in its so.s discretion, shall determine the application of any and Borrows's in the Indebtedness. C. Lander in the Indebtedness. C. I shall not so the such costs and expenses shall be applied to the Indebtedness. C. I shall not shall be applied to the Indebtedness. C. I shall not sh

FILE PERFORMANCE. If Grantor pays all of the indebledness when due and otherwise performs all the dologitons impossed upon Grantor under the Adel, and the Reader Donuments of the Country independents of termination of any final configuration of any final configura

bart event bluow esimetho it farit themet yns mould sever bed. Note and be apportioned among and be payable with (inv installment payments to become due during either (i) the term of the Role; or (c) by watering as a balloon payment which will be due and payable at the Role; or (c) by watering the construct of the Role; or (d) the sactor payment of the mounts. The aging provided for in this paragraph shall be in addition to any other rights or any remedies to which be entitled an account of the care. Any such action by Lender had not be construed as curing the detault so as to be the which be entitled an account of the care. EXPENDITURES BY LEMBER. If Grantor fair is comply with any provision of this Assignment, or if any action or proceeding is commenced that would make the their shall be discussed in the Proparty, ander or Grantor will be the charge to be required to, take any action that Lender deem interpretable to the first Lender will be charged and under the Note from the date incurred or paid by Carambor. As a commence to the charge or demand, (b) be added to the believe of the charge on demand; (b) the patence of the charge of

DEFALLT. Each of the following, at the option of Lender, shall coloring an event of detault ("Event of Detault") under this Assignment:

prience Default. Falure to comply with any other term, obligation, covenant or condition on in this Assignment, the Note or in any of Default on Indebtedness. Fallure of Borrower to make any parment when due on the Indebtedness.

Breaches. Any warranty, representation or statement made or furnished to Linder by or on behalf of Grantor or Borrower under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, has in any material respect. The Related Documents.

Other Defaults. Pallure of Grantor or Borrower to comply with any term, obspanon, covenant, or condition confained in any other agreement

DECIMENT GREWOLDS SOLOWER BUT LENDER

Detault under Ihis Assignment. meolivency. The insolvency of Grantor or Borrower, appointment of a receiver for any plant of Grantor or Borrower's property, any assignment of any plants of creditors, the commencement of any proceeding under any bankuptory of tenders by or against Grantor or Borrower is a pusiness). Except to the extent of discultures or tenders and tenders the constitute are going business (if Grantor or Borrower is a business) also shall not be death of Grantor or Borrower is an individual) also shall constitute an Event of prohibited by tenders that or the death of Grantor or Borrower is an individual) also shall constitute an Event of Defertit index this Assistance to the Constitute of Grantor or Borrower is an individual) also shall constitute an Event of Defertit index this Assistance to the Constitute of State of Constitute or Borrower is an individually also shall not be the constitute of Event of Constitute of State of Constitute of

any other method, by any dreation gives Lander written notice of such duringhes meanwas or a sulfive such proceeding, provided that Grantor gives Lander written notice of such duringhes reserves or a sulfive such the clean assistation to proceeding, provided that Grantor gives Lander written notice of such duringhes reserves or a sulfive such the clean assistation to proceeding, provided that Grantor gives Lander written notice of such duringhes reserves or a sulfit distribution gives Lander written notice of such duringhes reserves or a sulfit distribution of such such proceeding. Forestoaure, Forteiture, etc. Commencement of foreclosure or torteiture processings, whether proceeding, self-help, repossession or

dies or becomes incompelent or any Guaranior revolves any guaranity of the indebtedness. Events Affecting Guarantor. Any of the preceding events with respect to any clustentor of any of the findebledness or such Guarantor.

RIGHTS AND REWEDIES ON DEFALL. Upon the occurrence of any Event of Default and at any time triesestier, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law: transcurity. Lander reasonably deams lisest insecure. 🚎

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in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenents or other users to the domand existed. Lender may demand shells in the collection to payments are made, whether or not any proper grounds for the domand existed. Lender may exercise its rights under this subpayability in person, by agent, or through a receiver. this right, Lender, then Granton irrevocably designates Lender as Granton's attorney-in-fact to endorse instruments received in payment thereof Collect Rents. Lender stast have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the indeptedness. In turingrance of including smounts past due and unpeid, and apply the net propeds, over and above Lender's costs, against the indeptedness. In turingrance of

Lender shall have the fight to be placed as mortgages in possession or to have a receiver appointed to take

A person from serving as a receiver. consession of all or any part of the Property, with the power to protect and preserve the Property, against the Property preceding foreclosure or sale, and to collect the flesh from the Property and apply the proceeds, over and above the cost of the receiver may serve without bond it permitted by law. Lender's right to the appointment of a receiver shall exist addition or not the appointment of the Property exceeds the indebtedness by aw. Lender's right to the appointment of a receiver shall exceed the indebtedness by a substantial amount. Employment by Lender shall not disquality as appointed to the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality

Other Remodes. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Compays, Fees; Expenses, A.L. nor Vestigues of suit or ethic to end nos tay o

" under this Assignment." under this Assignment after the training or Gentoner to perform shell in steed Lender's right to declare a detail and exercise its remedies not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower 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 that shall not constitute a waiver of or prejudice that shall not constitute a waiver of or prejudice that shall not constitute a waiver of or prejudice that shall not constitute a waiver of or prejudice that shall not constitute a waiver of or prejudice.

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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 title reports (including foreclosure reports), surveyors' reports, and appraisal less, and title insurance, to the extent permitted by applicable law. Borrower 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 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 Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties; Corporate Authority. All obligations of Granfor and Borrower under this Assignment shall be joint and several, and all references to Granfor shall mean each and every Granfor, and all references to Borrower shall mean each and every Borrower. 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. It a pourt 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 attending provision shall be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be str. I an and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assign. 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 in 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 torbearance or extension without retrising Grantor from the obligations of this Assignment or liability under the Indebtedness. 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 Prantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of the Property becomes vested in a person other than Grantor, Lender, without notice to Prantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of the Property becomes vested in a person other than Grantor's successors with reference to this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the assence in the performance of this Assignment.

Welver 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 I is Jarignment.

Walver of Right of Redemption. NOTWIT ISTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIgnment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUPSEQUENT TO THE DATE OF 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 mission 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 my other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any or Lander's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lander is required in this issignment, the granting of such consent by Lander in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANT URS

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Mid Town Bank & Trust Company of Chicago, as trustee, not personally, u/t/a

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2-17-86 a/k/a Trust #1470

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MANAGE XXX V.D.

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STATE OF ILLINOIS) COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Deborah Stephenites, Trust Officer of Mid Town Bank and Trust Company of Chicago, an Illinois corporation, and Leslie Marshall Assistant Secretary of said Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary acts of said corporation, for the uses and purposes therein set forth; and the Assistant Secretary did also then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix said corporate seal to said instrument as her own free and voluntary act, and as the free and voluntary act instrument as her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 8th day of July, 1993.

My commission expires:

OFFICIAL SEA JEL E. BISHOP NOTARY PUBLIC STATE OF BLUNCH MY CONTRIGRICH END. JAN. 8,1994

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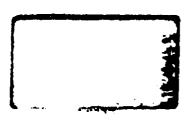
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LEGAL DESCRIPTION

The subject property is legally described as follows:

Parcel 1: Lots 9, 10, 11, 12, 13 and 14 in Henry R. Bond's Subdivision of Lots 1 to 6 and 21 to 24 inclusive in the Resubdivision of Block 2 in Pryor and Hopkin's Subdivision of the West 1/2 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

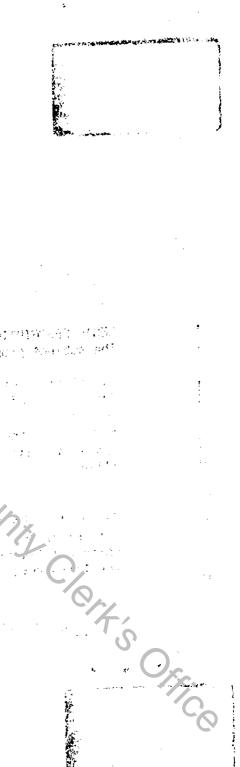
Also

Parcel 15: Lots 7, 8, 9 and 10 in Holmes' Resubdivision of Block 2 in Pryor and Hopkin's Subdivision of the West 1/2 of the Northwest 1/4 of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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