**UNOFFICIAL COPY** 

CdGX

111

11 . 52

RECORDATION REQUESTED BY:

Chicago Melional Bank 1110 W. 98th Street Chicago, IL. 80889

WHEN RECORDED MAIL TO:

Chicago Mellonel Benk 1116 W. 20th Street Chicago, IL. 60600

8X337

93706330

17.3 (4.69)**s** 18.4 (4.69)**s** 

-3 Mill: 09

93706330

Water Steel

14.90

SPACE ABOVE THIS LIME IS FOR NECORDER'S USE ONLY

## **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF FENTS IS DATED AUGUST 20, 1993, between JOHN F. LUKAC, MARRIED TO NOREEN LUKAC, whose address & 1409 61ST ST., DOWNERS GROVE, IL. 60516 (referred to below as "Grantor"); and Chicago National Bank, wirest address is 1110 W. 35th Street, Chicago, IL. 60609 (referred to below as "Lender").

ASSIGNMENT. For valuable conditionation, Grantor assigns and conveys to Lender at of Grantor's right, title, and interest in and to the Renta from the following described Property located in COOK County, State of Illinois:

LOT 9 IN BLOCK 1 IN SUBDIVISION MY 3EORGE W. GAGE AND OTHER SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, H.LINDIS.

The Real Property or its address is commonly known is 3520 SO. HALSTED, CHICAGO, IL. 60609. The Real Property lax Identification number is 17–32–404-319-0000.

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 Cocia. All references to dollar amounts shall mean amounts in lewful money of the Unifed States of America.

Assignment. The word "Assignment" means this Assignment of Rante between Gravityr 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."

Grantor. The word "Grantor" means JOHN F. LUKAC.

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 Chicago National Bank, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated August 20, 1993, in the original intropal amount of \$58,700.27 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and consultations for the promissory note or agreement. The interest rate on the Note is 8.600%. The Note is payable in 89 mentity payments of \$1,207.67 and a final estimated payment of \$1,207.71.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

Real Protecty. The words "Real Properly" mean the property, interests and rights described above in the "Property Delinition" section.

Related (locuments. The words "Related Documents" menn and include without limitation all promissory noise, credit agreements, foan agreements, guarantee, 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 fimilation a lifenis from all leases described on any exhibit attached to this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR LINDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE POLLOWING 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 skicily 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 poperate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lander's consent to the use of each collecteral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTHIS WITH RESPECT TO THE RENTS. WIR respect to the Runts, Guidar Represents and warrants to Londor But:

97736330

(Continued)

....

Ownership. Granter is entitled to receive the Rents free and clear of all rights, leans, tions, encumbrances, and charge, project for and accepted by Lander in writing.

Flight to Assign. Grantor has the full right, power, and authority to enter into the Assignment and to easign and convey the Plants to Lender.

the Prior Applicament. Granter has not previously assigned or conveyed the Rents to any other person by the Management rewall think.

the Pusticer Topicator. Girantor will not eat, assign, encumber, or otherwise dispose of any of Grantor's hydrolled complete in the US of the Publishment of the Complete of t

LENGER'S RIGHT TO COLLECT RENTS. Lander shall have the right at any time, and even though the deleted shall have decirred under the Analgament, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the follyliting rights, powers and sufficiently:

Statics to Tentrals. Lander may send notices to any and all tenants of the Property advising them of this Assignment and directing all flents to be said directly to Lander's agent.

Ships the Property. Lender may unter upon and take possession of the Property; demand, sollest and receive from the lenants or from any other persons table therefor, all of the Property; including such proceedings as more 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 item 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 provide all texes, assessments and water utilities, and the premiuration dies and other insultance allegied by Lander on the Property.

Compliance with Laws. Lendy, may do any and all things to execute and comply with the less of the State of Minois and elected all other lews, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Preparty. Lander may rent or hase the whole or any part of the Property for such larm or farms and on such conditions as Lander may deem appropriate.

Baseley Agerile. Lander may engage such agerile as Lander may deem appropriate, althor to Lander's name or in Granton's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lander may do all such other things and exist with respect to the Property as Lander may deem appropriate and may acl 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 sale or things, and the facilitat Lender shall have performed one or more of the foregoing acts or things shall not require Lendur to do only other specific set or things.

APPLICATION OF RENTS. At costs and expenses incurred by Landow in connection with the Property shall be for Granton's account and Landor may pay such oosis and expenses from the Rents. Landor, in its sale dat relf in shall determine the application of any and all Rents received by it however, any such Rents received by Landor which are not applied to such or sits and expenses shall be applied to the indebtedness. All expenditures made by Landor under this Assignment and not reimbursed from the Rents and about the indebtedness saddred by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure on part of the indebtedness saddred by this Assignment, and shall be payable on demand.

PLLL PERFORMANCE. If Granter pays all of the Indebtedness when due and otherwise performs all the obligations legisland upon Granter under this Assignment, the Nels, and the Related Documents, Lender shall execute and deliver to Grante a suitable statistical of this Assignment and suitable statistical or of the Property. Any termination feel required by law shall be paid by Granter, if permitted by applicable law.

EXPROPITURES BY LESCORY. If director talls to comply with any provision of this Assignment, of the provision opprecised in the Property, Lender on Grantor's behalf may, but shall not be provided by, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will beer interest at the rate charged under the finish from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on the hote from the behance of the Note and be apportioned among and be payable with any installment payments to become due during althour from at the testine and installment payments to become due and pay at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be it or after the default so as to be Lander from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lander, shall constitute an event of default ("Event of Default") under this Augustianit:

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

Compilence Default. Failure to comply with any other term, obligation, covenent or condition contained in this Assignment, the Note or in any of the Palated Decuments.

Breeshee. Any werranty, representation or statement made or turnished to Londor by or on behalf of Grantor under this Assignment, the Note or the Related Decuments is, or at the time made or turnished was, take in any material respect.

Other Behalfis. Failure of Grantor to comply with any term, obligation, sovenant, or condition contained in any either agreement between Grantor and Lander.

theelvency. 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 tave by or against Grantor, or the dissolution or termination of Grantor's solutiones as a going business (if Grantor is a business). Except to the extent prohibited by tederal law or Illinois law, the death of Grantor (it Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, Forteliture, etc. Commencement of foreclosure or fortellure proceedings, whether by judicial proceeding, self-help, repossesion or any other method, by any oracitor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as in the validity or reasonableness of the digits which is the basis of the friedosure or foretellure proceeding, provided that Grantor gives Landar written notice of such claim and furnishes reserves or a surely bond for the blaim selfelactory to Landar.

Events Attacting Guaranter. Any of the preceding events occurs with respect to any Guaranter of any of the Indebtedness or such Guaranter dies or becomes incompetent.

Inescritty. Lender reasonably deems itself insecure

0000000

08-20-1993 Loan No 426939-8-40

## UNOF ASSIGNMENT OF NEWS PY

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. Lander shall have it a 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 Rents. Lender shell 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 tenent 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 alterney-lon-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by lengths or other users to Lender in response to Lender'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 placed 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 post of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond it permitted by taw. Lender's right to the appointment of a receiver shall easily whether or not the apparable value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disquality a person from several as against.

Other Remedies. (en the shall have all other rights and remedies provided in this Assignment or the Note or by taw.

Waiver: Election of Particles. 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 smilled pursuit of any other rightly, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor in shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Afterneys' 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 frial and on riny 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 or the protection of its interest or the entorcement 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 hote 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 afterneys' fees for an expense (including afteris to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection covides, the cost of searching records, obtaining liftle reports (including foreclosure reports), surveyors' reports, and appraisal fees, and liftle insulance to the extent permitted by applicable law. Grantor also will pay any odurt costs, in addition to all other sums provided by law.

MISCELLAMEOUS 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 attention 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 affection or experiment.

Applicable Law. This Assignment has been delivered to Londer 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 Ikin Je.

No Modification. Grantor shall not enter into any agreement with the holder of any mo tgage, 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 Lander. Grantor shall neither request nor eccept any future advances under any such courtly agreement without the prior written consent of Lender.

Severability. If a court of compatent jurisdiction finds any provision of this Assignment to a minute or unenforceable as to any perion or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feesible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; I owever, if the offending provision centres 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, the Assignment ethalt be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes veeted in a person other the Grantor, Lander, without notice to Grantor, may deat with Grantor's successors with reference to this Assignment and the indebtedness by ways to be the first of the Assignment and the indebtedness by ways to be a successor of this Assignment of the Industrians.

Time to 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 this homestead exemption have of the State of this homestead exemption have of the State of this homestead exemption have of the State of this homestead exemption.

Watvers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) timies such waiver is in writing and signed by Lender. No delay or prinsition 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 ocurse 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 expects to subsequent instances where such consent is required.

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

GRANTON / CURAC

## UNOFASSILGILA DE RECTOPY

(Continued

Pege-4

INDIVIDUAL ACKNOWLEDGMENT	
STATE OF ILLINOIS	
county of COOK	
,	ly appeared JOHN: F. LLIKAC, to me known to be the individual described in and who
executed the Assignment of Flents, and soknowledged that he of and oursome theorie mentioned.	r she signed the Assignment as his or her free and voluntary act and deed, for the uses
Chron unjobs my hand and official physicia	and August 1193.
1 Styck Indon	Residence 809 W. 35° 17, Chys. 28 60609
Hotery Public in and for the State of	My commission distance and an account of the second
(ABEN PAD, Reg. U.S. Pal. & T.M. 211, Ver. 3.18 (c) 1985 CF1 Bankers Service G	roup inc Allrights reserved. [IL-0141.0 (ASJOH 1.1 HE) DE GORDON
	itelany Public, State of Minels
9	
	4
	'C
	2
	C)_
	T'S OFFICE
	Co
	·

0.5.5

AMODAY LUNAS