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Prepared by and

RECORDATION REQUESTED BY:

Northlake Bank 28 Wast North Avenue Northlake, IL 60164 93751411

WHEN RECORDED MAIL TO:

Northleke Bank 26 West North Avenue Northleke, IL 60164



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COOK COUNTY RECORDER

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF BENTS IS DATED SEPTEMBER 14, 1993, between David Jackson and Genelle Jackson, his wife, as tenants by the entirety, whose address is 0 N 679 Courtney Lane, Winfield, IL 60191 (referred to below as "Grantor"); and Northlake Bank, whose address is 26 West North Avenue, Northlake, IL 60164 (referred to below as "Lender").

ASSIGNMENT. For valuable cone/d\_ration, Grantor assigns and conveys to Lender all of Grantor's right, little, and Interest in and to the Bents from the following described Property located in Cook County, State of Illinois:

LOT 75 IN LAKEVIEW SUBDIVISION A SUBDIVISION IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE REGISTRAR OFFICE OF COOK COUNTY, ILLINOIS ON AUGUST 24, 1990, AS DOCUMENT NUMBER LR3906723, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 908 Lakewood Dr., Barrington, IL 60067. The Real Property tax identification number is 02-06-112-020.

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 altributed to such terms in the Uniform Commercial Code. All references to delige amounts shall mean amounts in lawful money of the United States of America.

Assignment, The word "Assignment" means this Assignment of Rents between Girclor and Lender, and includes without limitation all assignments and accurity 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 littled "Events of Default."

Grantor. The word "Grantor" means David Jackson and Genelle Jackson.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced. Lender to discharge obligations of Grantor or expenses incurred by Londer to enforce obligations of Grantor and this Assignment, logether with interest on such amounts as provided in this Assignment.

Lender. 'The word "Lender" means Northlake Blank, its successors and assigns.

Note. The word "Note" means the promissory note or crodit agreement dated September 14, 1993, in the origins, principal amount of \$455,000.00 from Granter 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 1,000 percentage point(s) over the index, subject however to the following maximum rate, resulting in an initial rate of 7,000% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than (except for any higher default rate shown below) the lesser of 18,000% per annum or 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, toan 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 Properly, whether due now or later, including without timitation all Rents 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 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 any 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 consumptions.

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

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Ronts 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 liable thereins 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. Locator may enter upon the Property to maintain the Property and keep 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 pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lander 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, orders, orders, and requirements of the governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease file 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 (rayents 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 prication of Rents.

Other Acts. Lender may do all such other things and acts wan 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 at the (cregoing 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 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 payable on demand, with Interest at the Note rate from date of expenditure until pairs.

FULL PERFORMANCE. If Granter pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Granter under this Assignment, the Note, and the Reigled Documents, Lender shall execute and deliver to Granter a siliable satisfaction of this Assignment and suitable satisfaction 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 Granter, if permitted by applicable law.

EXPENDITURES BY LENDER. If Granfor falls 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 Granfor's behalf may, but shall not be required in, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the hole from the date incurred or paid by Lender to the date of repayment by Granfor. All 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 form 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 in any other rights or any termedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as such default so as to bar Lender from any remody that it otherwise would have had.

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

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

Compliance Default. Failure to comply with any other form, 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 turnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or turnished 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

Insolvency. 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 is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, Fortellure, etc. Commencement of foreclosure or fortellure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor 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 to the validity or reasonableness of the claim which is the basis of the foreclosure or forefellure proceeding, provided that Grantor gives Lander written notice of such claim and furnishes reserves or a surety bond for the claim salisfactory to Lander.

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Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of 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.

Collect Rents. Lender shall have the right, without notice to Granfor, 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 lengant 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 Granfor irrevocably designates Lender as Granfor's attorney—in—fact to endorse instruments received in payment thereof in the name of Granfor and to negotiate the same and collect the proceeds. Payments by lenants 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.

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 a 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 mortgagee in procession 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 upparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving a receiver.

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

Waiver; Election of Remedius. 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 particip shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutions any sult or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' fees at trial and on any appliat. 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 projection 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 time subject loany time s

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions fire 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 afteration of or amendment to int. Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the afteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lei der 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 conder.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unafforceable as to any person of circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. It feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the original provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall rumain valid and unic ceable.

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 forbegrance 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.

Walver 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.

Walvers 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

David Jackson

Jacrelle Jackson

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STATE OF Sclinain	
country of Dupage )	
On this day helpen me the undersigned Notary Public, personally app	peared David Jackson and Genetie Jackson, his wife, as lenants by the entirety, the Assignment of Rents, and acknowledged that they signed the Assignment as ain mentioned.
By Jan Karen Seeden	Residing at Sensenvelle
Notary Public in and for the State of Officerous	My commission expires 2Muy 11, 1973
ASER PRO, Reg. U.S. Pal. (1) U. Dil., Vor. 3,18 (c) 1993 CFI Bankers Service Group, I	JEAN MAREM SEIDEN NOTARY FURLIC STATE OF ILLINOIS MY COMMISSION EXP. MAY 11,1997

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