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RECORDATION REQUESTED BY:

Charter Bank and Trust, N.A.  
2200 West Higgins Road  
Hoffman Estates, IL 60195

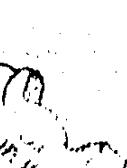
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Charter Bank and Trust, N.A.  
2200 West Higgins Road  
Hoffman Estates, IL 60195

SEND TAX NOTICES TO:



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TH03088 TRAN 9849 11/18/93 16181.00  
#0234 # 04-93-945780  
COOK COUNTY RECORDER

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## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED NOVEMBER 4, 1993, between CHRIST MAENTANIS and MARY ANN MAENTANIS, JOINT TENANTS, whose address is 5 CREEKSIDE LANE, BARRINGTON HILLS, IL 60010 (referred to below as "Grantor"); and Charter Bank and Trust, N.A., whose address is 2200 West Higgins Road, Hoffman Estates, IL 60195 (referred to below as "Lender").

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

UNIT 15-143-F-2856 IN TOWNE PLACE WEST CONDOMINIUMS, SCHAUMBURG, ILLINOIS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: TOWNE PLACE UNIT 6, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 24, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 15, 1991 AS DOCUMENT NO. 91-233,253 TOGETHER WITH A PERCENTAGE OF THE COMMON ELEMENTS APPURTENANT TO SAID UNIT.

The Real Property or its address is commonly known as 2856 BELLE LANE, SCHAUMBURG, IL 60195. The Real Property tax identification number is 06-202-024-1167.

**DEFINITIONS.** The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Assignment.** The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

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

Grantor. The word "Grantor" means CHRIST MAENTANIS and MARY ANN MAENTANIS.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note, and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others; whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means Charter Bank and Trust, N.A., its successors and assigns.

**Note.** The word "Note" means the promissory note or credit agreement dated November 4, 1993, in the original principal amount of \$50,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.250%. The Note is payable in 48 monthly payments of \$1,229.16.

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

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

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

**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 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 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 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, 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.

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whether or not the property exceeds the indebtedness by a substantial amount. Employment by Landor shall not disqualify a person from serving as a receiver.

rights under this subparagraph other than those granted by agreement, or through a receiver.

Grantor's right to receive any payment or other right under the trust instrument may be exercised by the trustee or by the grantor.

and payable, including any prepayment penalties which Grantee would be required to pay.

**THIRTS AND MEMBERS ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter Lender may exercise any and all rights or remedies in addition to those granted in Section 10.1, without notice to or demand upon Borrower.

EVENETS AFFECTING GUARANTOR. Any of the preceding events occurs with respect to any Guarantor, or any of the indebtedness of such Guarantor does or becomes incapable, Lender reasonably demands legal process.

In the event of a good faith dispute by Granulator as to the veracity of representations of the claim, which is the sole basis of the order, the claimant shall be entitled to proceed

Forfeiture, Garnishee, garnishee, etc. Commericement of forfeiture or forfeiture proceedings, either by judicial proceeding, self-help, repossession or

and Lender. The insolvency of Grantee, application of any acceleration under any banknote or by any other instrument for acceleration of Grantee's property, any assessment of the distribution of Grantee's assets among Grantee's creditors, and any commencement of any proceeding for the reorganization or liquidation of Grantee, shall entitle Lender to any acceleration of any obligation of Grantee to Lender.

Breaches. Any warranty, representation or statement made or furnished by or on behalf of Granitor under this Assignment, the Note or the Related Documents, or at the time made or furnished was, and is my material respect.

**Default on Indebtedness.** Failure of Grantee to make any payment when due on the indebtedness.

**LEVEL 1** *Initial contact with the customer*: The first contact with a customer will be made by a member of staff who has been trained to deal with initial contact situations.

Under 10 to the date of repayment by Grantee, which expenses, at leaders' option, will be payable on demand and be payable with interest thereon at the rate of 12% per annum from the date of the Note, or, if so requested as a balloon payment which will be due and payable at the Note's maturity. The term of all applicable instalments

PERIODIC REPORTS BY LENDER. If the Lender is to comply with any condition of this Assignment or any other condition of the Note, it must be reasonable to rely upon the Lender's periodic reports.

**ALL PERFORMANCE.** (Gratuitous Implications of the Note, and the Related Document) When due and otherwise performed all the obligations imposed upon Gratuitor under the

Leaders need not appeal to such costs and expenses to win Friends, but they can be used to the best advantage if the Friends shall become a part of the indebtedness secured by this Assignment.

No Requirement to Act. Leader shall not be required to do any of the foregoing sets of things, and the fact that Leader shall have performed one or more of the foregoing sets of things shall not render Leader liable to do any other specific act or thing.

Leasee the Property, Lender may retain or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

compliance, and also to pay all taxes, assessments and warrent summonses, and the premiums on the sum and other securities annexed or rendered by the property.

Entire the property, under may enter upon and take possession of the property demanded, called and ready to receive from the lessor for whom any other persons liable therefor, all of the fees; legal proceedings necessary for the protection of the property, or for the collection of the same.

NOTICE TO TENANTS. Landlord may send notices to any and all tenants of the Property advising them of the following rights, powers and authority:

surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

**Multiple Parties.** All obligations of Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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

**Successors and Assigns.** Subject to the limitations stated in this Assignment on Transfer of Grantor's Interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Time is of the Essence - Time is of the essence in the performance of this Assignment.**

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of any 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:** *Christ Maentana* *Box*  
 **CHRIST MAENTANIS**

MARY ANN MAENTANIS  
X MARY ANN MAENTANIS

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Delaware)  
COUNTY OF Deleware) 88

**"OFFICIAL SEAL"**  
Kathleen M. Shioli  
Notary Public, State of Illinois  
My Commission Expires 12/04/94

On this day before me, the undersigned Notary Public, personally appeared CHRISTY PARENTANIS and MARY ANN MAENTANIS, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 3<sup>rd</sup> day of November, 1903.

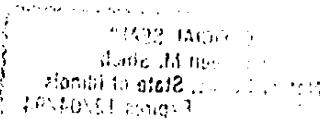
By Kathleen M. Steele  
Notary Public in and for the State of Illinois  
Residing at 703 N. Kildare  
My commission expires 12/04/14

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