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BECORDATION REQUESTED BY:

National Security Bank of Chicago 1030 West Chicago Avenue Chicago, IL. 60622

93982554

WHEN RECORDED MAIL TO:

Boulevard Benk Hellonet Association Attn: Loan Documentation Department, LLS 410 N. Michigan Avenue Chicago, R. 60611 DEFT-01 RECORDING \$27.50 Tell11 TRAN 3706 12/02/93 10:18:00

#5289 # #-93-982554

COOK COUNTY RECORDER

27.5°

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED APRIL 16, 1993, between Rita S. Huang, a spinster and Glen R. Thompson, divorced and not since remarried, whose address is 905 North Keeler, Chicago, IL 60651 (referred to below as "Grantor"); and National Security Bank of Chicago, whose address is 1030 West Chicago Avenue. Chicago, IL 60622 (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 NUMBER F-GARDEN IN AINSLIE PARK CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

LOTS 27 AND 28 IN BLOCK 2 IN GEORGE & SPOOR'S SUBDIVISION OF BLOCK 4 IN CONNAROE'S RESUBDIVISION OF THAT PART OF ARGYLE LYING SOUTH OF THE CENTER LINE OF ARGYLE STREET IN THE SOUTH EAST FRACTIONAL 1/4 OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 27098055 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

The Real Property or its address is commonly known as 842 West Air (Nie, Unit F, Chicago, IL. 60640. The Real Property lax identification number is 14-05-413-044-1024.

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 deltar amounts shall mean amounts in lawful money of the Unifed States of America.

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

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

Grantor. The word "Grantor" means Rita S. Huang, a spinster and Glen R. Thompson, divorced and not since remained.

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, interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means National Security Bank of Chicago, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated April 16, 1993, in the original principal amount of \$19,230.11 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 10.750%.

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 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:

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UNO ASSIGNMENT/OF RENTSOPY

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 examples 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 RIGHTS. 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, loans, Sens, encumbrances, and claims except as disclased to and accepted by Lander in writing.

Flight to Assign. Grantor has the full right, power, and suihority to enter into this Assignment and to assign and convey the Plants to Lander.

No Prior Acelgament. Grantor has not previously assigned or conveyed the Plents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sull, assign, encumber, 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 Flerits. 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 Plants to be paid directly to Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the lenents or from any other persons liable 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 tenant or tenants or other persons from the Property.

Maintain the Project /. Lender may enter upon the Property to maintain the Property and keep the same in repair, to pay the custs 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 time and other insurance effected by Lender on the Property.

Compliance with Leve. Levider 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, ordinance; and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lande my rent or tease the whole or any part of the Property for such term or terms and on such conditions as Lander may deem approprial s.

Employ Agents. Lender may engligy 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.

Other Acts. Lender may do at such other usings and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grant or nint to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lander shall not be required to do any of the foregoing acts or things, and the fact that Lancer shall have performed one or more of the foregoing acts or things shall not require Lander to do any other specific act or thing.

APPLICATION OF RENTS. At costs and expenses in turned 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 nit? printed 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 the expenditure until puld.

FULL PERFORMANCE. If Grantor pays at of the indebtedness w on due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shell exect a and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any tinencing statement on the evidencing Leuder's security interest in the Rents and the Property. Any termination fee required by law shall be peid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor talls 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 Grantor's belief may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest of the care charged under the Note from the date incurred or paid by Lender to the date of repsyment by Grantor. All such expenses, at Lender's opticit, will (a) be payable on demand, (b) be added to the belance of the Note and be apportioned among and be psychole with any installment psyments to or come due during either (f) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon pays and which will be due and psymble at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in the paragraph shall be in addition to any other rights or any remedy that it otherwise would have had.

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

Default on Indebtedness. Failure of Granior to make any payment when due on the Indebt di ran.

Compliance Detault. Failure to comply with any other term, obligation, covenant or condition contributed in this Assignment, the Note or in any of the Related Documents.

Breeches. Any warranty, representation or statement made or furnished to Lander by or on behalf of Crantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Other Detaults. Fallure of Grantor to comply with any term, obligation, covenant, 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 assign in a for the benefit of creditors, the commencement of any proceeding under any bankrupicy or insolvency laws by or against Grantor, or the fasciulion or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law at Minols law, the death of Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, Forfellure, etc. Commencement of foreclosure or forfellure proceedings, whether by judicial proceeding, is thelp, representation or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this succeeding shall not apply

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in the eyant of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeture proteeding, provided that Grantor gives Lander written notice of such claim and furnishes reserves or a surely bond for the claim satisfactory to Londer.

Evants 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.

insecurity. Lender reasonably deems itself insecure.

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 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 Renta. 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 irrevalably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to reposite the same and collect the proceeds. Payments by tanants 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 subprize raph either in parson, 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 (A trie 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 of receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lander shall not discussly a person from serving as a receiver.

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

Walver; Election of Remedies. A waiver by any pailty 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 a fed. Lendor's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit of 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 Lenser Plat in Lander'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 stop delire 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' foot and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings. First ding efforts to modify or vacate any automatic stay or injunction). appeals and any anticipated post-judgment collection services, the cost of user ching records, obtaining title reports (including foreclosure reports). surveyors' reports, and appraisal fees, and tile insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, an 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 cut-, understanding and agreement of the parties as to the metters set forth in this Assignment. No alteration of or amendment to this Assignment with the 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 Sixte of Minois. This Assignment shall be governed by and construed in accordance with the laws of the State of Ulinois.

Muttiple 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 place security agreement which has priorly over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lander. Stantor shall neither request nor accept any future advances under any such security agreement without (its prior written consent of Lender

Severebility. 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 feesible, 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 fimitalions stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the banefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lander, 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 colligations of this Assignment or habitity under the Indebtedness. 3952554

Time is of the Essence. Time is of the assence 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 Minois 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 Lander and Grantor, shall constitute a waiver of any of Lander'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.

Loan No 77054128

UNO FASSIGNMENT/OF RENTSOPY

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVIS TO ITS TERMS.	BIONS OF THIS ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES
GRANTOR:	
By: U.E. S. IHLANG Rite S. Huang	By: Dlagk that Glen R. Thompson
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF	
COUNTY OF BOOK	
On this day before my the undersigned Notary Public, personally appear described in and who exercised the Assignment of Rents, and acknowled for the uses and purposes therein mentioned.	red Rite S. Huang and Glen R. Thompson, to me known to be the individuals load that they signed the Assignment as their free and voluntary act and deed,
1 1201	CON ON PHBETT 19 B.
a Catherine of Muller	Residing all CEFICIAL SEALS
Notary Public in and for the State of	to) confinition empires Smiderski
	Control Office

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