UNOFFICIAL COPY

RECORDATION REQUESTED BY:

ageriya, **Suburban National Bunk of Paintino** Calog per ladar se secolor de per No mare **50 N. Brackway, Stroot** ya maanaa waxa arabi lada kata bada da baa k Palatine, IL. 30067

WHEN RECORDED MAIL TO:

Suburban National Bank of Palatine 50 N. Breckway Street Paletine, IL 60067

A.T.G.F. BOX 370

SEND TAX NOTICES TO:

Suburban National Bank of Palatina 50 N. Brookway Streat Palutine, IL. 90067

DEPT-01 RECORDING

Pour Communication of the second of the seco

Za cicintanionombie au t

#8777 # C *-93-02275A

in single-properties (Fig. 1)

COOK & COUNTY OREGORDER COUNTY

right of the melodice

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 30, 1992, between Nick Stamptelopoulos and Victoria Stamatelopoulos, his wife, as Junt tenants, whose address is 7815 Golf Road, Morton Grove, IL 60608 (referred to below as "Grantor"); and Sub irtis. National Bank of Palatine, whose address is 50 N. Brockway Street, Palatine, IL. 60067 (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:

PARCEL 1: Lot 24, in the Maples Plat of Planned Unit Development in the West 1/2 of the North East 1/4 of the North East 1/4 of Section 12, Township 42 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded April 28, 1978, as Document 24422957, as amended by Certificate of Correction recorded July 10, 1980, as Document 25509964, in Cook County, Illinois;

PARCEL 2: Easement to and for the benefit of Parcelli, as set forth in the Declaration of Covenants, Conditions, Essements, and Restrictions recorded March 21, 1980, as Document 25398981, for Ingress, and egress, in Cook County, Illinois

The Real Property or its address is commonly known as 1523 Norway Palatine, IL 60067. The Real Property tax Identification number is 02-12-206-064-0000.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Ferris not otherwise defined in this Assignment shall have the mountings 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 Lencer, and Includes without limitation all assignments and security interest provisions relating to the Rants.

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.

Granter. The word "Granter" means Nick Stamatelopoules and Victoria Stamatelopoules.

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. (Initial Here VSS) In addition to the Note, the word "indebtedness" includes all obligations, debte and liabilities, plus interest thereon, of Grantor to Lender, of 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 Suburban National Bank of Palatine, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated December 30, 1892; in the original principal amount of \$182,000.00 from Granter to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and aubstitutions for the promiscory note or agreement. The interest rate on the Note is 9.000%.

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, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter:edeting, executed in connection with the indebtedness. th agust and its group of the procession of the Continuous field

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



UNOFASSIGNMENT OF REAL OPY

12-30-1992 ASSIGNMENT OF Loan No 96001878 (Continued)

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTON 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, 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 supported 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 fund notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's eyent.

Enter the Property. Lender may char upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents, historie 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. Lender 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 valir utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to elecute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the 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 or agents as Lender may divers appropriate, either in Lender's name or in Grantor's name, to rant and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property to Lender may does appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor to the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing 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 of things.

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 paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination tee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or it any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf 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 at the rate charged under the Note 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 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 term 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 to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

Compilance Default. Failure to comply with any other term, 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 furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, talse 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 and Lender.

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 lilinois law, the death of

UNOFFICIAL COPY

(Continued)

7 5

Page 3

Affect (Clair out acqui

Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, Forletture, etc. Commencement of foreclosure of forteliture proceedings, whether by judicial proceeding, self-help, reposession 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 foreleiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtsdress or such Guarantor dies or becomes incompetent.

Insecurity. Londer reasonably deems light insecure. 20 Visit N. Visit N. La UNIVACIAL.

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 remodies provided by law:

Accelerate Indebtedriess. 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. Lander the right, without notice to Granter, to take possession of the Property and collect the Rents, including amounts past due and unpair, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tener right of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Granter knewcoathy unalignates Lender as Granter's alterney-in-fact to enderse instruments received in payment thereof in the name of Granter and to negotiate the come and collect the proceeds. Payments by tenants or other uners to Lender in response to Lander may exercise its rights under this subparagraph other. In payson, 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 proceding foreclosure or sais, 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 or receiver may serve without bond it 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 Lender shall not disquality a person from serving as a receiver.

Other Remedies. Lander shall have all other rights and smedies provided in this Assignment or the Note or by law.

Walver; Election of Remedies. A waiver by any party 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 riske expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to inforce any of the ferms of this Assignment, Lender shall be entitled to recover attorneys' less at trial and on any appeal. Whether or not any count ortion 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 conforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until epaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, i.e. car's attorneys' fees and Lender's legal expenses whether or not there's a lawsuit, including attorneys' less for bankruptcy proceedings (including everts to modify or vacate any automatic stay or injunction), appeals and any articipated post-judgment collection services, the cost of searching ecords, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal less, and title insurance, to the extent permitted by explicable 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 Assignme.

93022756

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 cili-citive 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 life its. 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 auch 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, 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 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 walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtodness secured by this Assignment.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Assignment (or under the Related Documents) unless such walver 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 walver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the persy'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

12-30-1992 Loan No 96001878

UNOFASSIGNMENT FRENTSOPY (Continued)

subsequent instances where such consent is required.

E\$

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVI TO ITS TERMS.	SIONS OF THIS ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES
GRANTOR:	
X/Y/C/ Stamatelopoulos	Victoria Stamatelepoules
INDIVIDUAL AC	CKNOWLEDGMENT
STATE OF ILLINOIS	
COUNTY OF	
at a final definite dependent to and upon avanciant the Applications of Conto	red Nick Stamatelopoulos and Victoria Stamatelopoulos, to me known to be and acknowledged that they signed the Assignment as their free and voluntary
Given under my hand and concil analytis	day of December, 18 92
By / Out / I was	nusionity at
Notary Public in and for the State of// / / / / / / / / / / / / / / /	My commission expires 6-13-93 71/
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.16 (c) 1992 CF: Brukers Service Group, Inc.	All rights reserved. [IL-G14 STAMA.LN] LLCASE LSKOUTES LATAL Grave ALLAMIS 6-13- U SECONDO STATE CONTROL OF STATE CONTRO