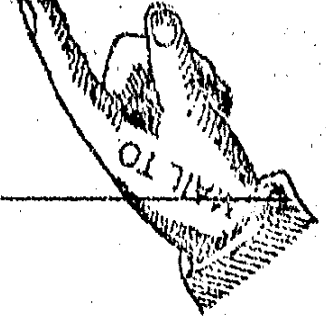


PROPERTY ADDRESS : 5935 N. CAMPBELL
CHICAGO, IL

P. I. N. : 13-01-406-012

RETURN TO: Lakeside Bank
S. J. Bochnowski
2268 S. King Drive
Chicago, Illinois 60616



93055921

SUBJECT REAL ESTATE IS NOT HOMESTEAD PROPERTY

(Space above this line for recording purpose)

ASSIGNMENT OF RENTS AND LEASES As Security for a Loan From LAKESIDE BANK

1. DATE AND PARTIES. The date of this Assignment of Rents and Leases (Agreement) is January 10, 1983, and the parties are the following:

OWNER/BORROWER:

- MICHAEL W. BRENNAN**
837 S. DEARBORN APT. 12D
CHICAGO, ILLINOIS 60605-1830
Social Security # 343-50-4485
A MARRIED PERSON
- ROBERT H. BRENNAN**
3720 S. UNION
CHICAGO, IL 60609-1050
Social Security # 327-60-7300
A DIVORCED PERSON NOT REMARRIED
- JOHANNSON L. YAP**
3101 JARVIS
CHICAGO, IL 60640-1113
Social Security # 348-76-5309
A MARRIED PERSON
- LEO F. BRENNAN**
8114 S. OAKLEY
CHICAGO, IL 60620
Social Security # 355-12-8870
A DIVORCED PERSON NOT SINCE REMARRIED

BANK:

LAKESIDE BANK
an ILLINOIS banking corporation
141 W. Jackson Blvd. Suite 1212
Chicago, Illinois 60604
Tax I.D. # 38-2583514

DEPT-01 RECORDING 127.50
735555 PREN 6035 01/22/93 10:25:00
#2909 # 93-055921
COOK COUNTY RECORDER

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. 3305, (Note) dated January 10, 1983, and executed by MICHAEL W. BRENNAN, ROBERT H. BRENNAN, JOHANNSON L. YAP and LEO F. BRENNAN (Borrower) payable in monthly payments to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$118,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof.
- B. All future advances by Bank to Borrower, to Owner, to any one of them or to any one of them and others (and all other obligations referred to in the subparagraph(s) below, whether or not this Agreement is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- C. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Collateral (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Agreement, plus interest at the same rate provided for in the Note computed on a simple interest method.
- D. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Collateral (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Owner's, behalf as authorized by this Agreement and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- E. Borrower's performance of the terms in the Note or Loan, Owner's performance of any terms in this Agreement, and Borrower's and Owner's performance of any terms in any deed of trust, any trust deed, any mortgage, any deed to secure debt, any security agreement, any other assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guarantees or otherwise relates to the Note or Loan.

93055921

51336466

QMR

PLS

2758

Initials
PB
JFB

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However, the security interest will not secure another debt:

A. If the security interest in Borrower's principal dwelling and Bank fails to provide (to all persons entitled) any notice of right of redemption required by law for such other debt; or

B. If Bank fails to make any disclosure of the existence of the security interest required by law for such other debt.

3. BACKGROUND. The Loan is secured by, but is not limited to, a mortgage (Mortgage) dated January 18, 1993, on the following described property (Property) situated in Cook County, Illinois, to-wit:

LOT 12 IN BLOCK 2 IN N.W. QUARTER 4 COMPANY'S ACADIA TERRACE, BEING A SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Property may be commonly referred to as 5535 N. CAMPBELL CHICAGO, IL PIN #13-01-406-012

4. ASSIGNMENT. In consideration of the Loan, Borrower assigns, bargains, sells and conveys to Bank all of Borrower's right, title and interest in and to all rights and profits from the Property and all leases of the Property now or hereafter made (all of which are collectively known as the Collateral), which Collateral is described as follows:

A. all leases (Leases) on the Property. The term "Leases" in this Agreement shall include all agreements, written or verbal, existing or hereafter arising, for the use or occupancy of any portion of the Property and all extensions, renewals, and substitutions of such agreements, including subleases thereunder;

B. all guarantees of the performance of any party under the Leases;

C. the right to collect and receive all revenues (Rent) from the Leases on the Property now due or which may become due. Rent includes, but is not limited to the following: returns, fees, penalties, late charges, interest, taxes, security deposits, insurance premiums, contributions, liquidated damages, attorney's fees, cancellation premiums, "loss of rent" insurance or other proceeds, and all rights and claims which Borrower may have against any person under the terms of the Leases.

D. COLLECTION OF RENT. Borrower shall give notice of Bank's rights to all Rent and notice of direct payment to Bank to those obligated to pay Rent. Borrower agrees to direct all tenants to pay Rent due or to become due to Bank. Borrower shall maintain and deliver to Bank any money orders, checks or drafts which represent Rent from the above-described Property, to apply the proceeds to the Obligations, and shall give notice of Bank's rights in any of said funds and notice of direct payment to Bank to those obligated to pay such Rent. Bank shall be the creditor of each Lease in respect to assignments for the benefit of creditors, bankruptcy, reorganization, liquidation, dissolution or receivership proceedings by Lease, and Borrower shall immediately pay over to Bank all sums Borrower may receive as creditor from such actions or proceedings. Also, Bank may collect or receive all payments paid by any Lease, whether or not pursuant to the terms of the Lease, for the right to terminate, cancel or modify the Lease, and Borrower shall immediately pay over to Bank all such payments from any Lease. Bank shall have the option to apply any amounts received as such creditor to the Obligations, the Mortgage, or the Agreement. The collection or receipt of any payments by Bank shall not constitute Bank as being a Mortgagee in possession.

5. APPLICATION OF COLLATERAL PROCEEDS. Any Rent or other payments received or to be received by virtue of the Collateral, will be applied to any amounts Borrower owes Bank on the Obligations and shall be applied first to costs and expenses, then to accrued interest and the balance, if any, to principal except as otherwise required by law.

7. WARRANTIES. To induce Bank to make the Loan, Borrower makes the following representations and warranties:

A. Borrower has good title to the Leases and Rent and good right to assign the same, and no other person has any right in them;

B. Borrower has duly performed all of the terms of the Leases that Borrower is obligated to perform;

C. Borrower has not previously assigned or encumbered the Leases or the Rent, and will not further assign or encumber the Leases or future Rent;

D. No Rent for any period subsequent to the current month has been collected or received from Leases, and no Rent has been compensated. The term "Leases" in this Agreement shall include all persons or entities obligated to Borrower under the Leases;

E. Upon request by Bank, Borrower will deliver to Bank a true and correct copy of an accounting of Rent which is current as of the date requested;

F. Borrower has complied and will continue to comply with any applicable landlord-tenant law;

G. No Leases in its default of any of the terms of the Leases;

H. Borrower has not waived or otherwise compromised any obligation of Leases under the Loan and will enforce the performance of every obligation to be performed by Leases under the Loan;

I. Borrower will not modify the Leases without Bank's prior written consent, will not consent to any Lease assignment on the Property unless substituted therefor, without Bank's prior written consent and will not sell or remove any personal property located on the Property unless replaced in like kind for like or better value; and

J. Borrower will not subordinate any Leases to any mortgage, lien, or encumbrance although the Property without Bank's written consent.

8. OWNERS' AGREEMENTS. In consideration of the Loan, Borrower agrees:

A. to deliver to Bank upon execution of this Agreement a copy of the Leases, certified by Borrower, no being true and correct copies which accurately represent the tenor of the Leases;

B. not to attempt, modify, suspend or in any manner alter the terms of any Lease, or cancel or terminate the same, or accept a surrender of any Lease covered by such Leases without the prior written consent of Bank in each instance;

C. to discharge and perform all obligations of Leases under the Leases, and to give written prompt notice to Bank of any default by Leases or Leases under any Lease;

D. to notify Bank in writing upon each Lease that any deposits previously delivered to Borrower have been retained by Borrower and delivered to Leases on the same day;

E. to appear in and defend any action or proceeding pending to the Leases, and upon the request of Bank, to do so in the name and on behalf of Bank but at the expense of Borrower, and to pay all costs and expenses of Bank, including reasonable attorney's fees to the extent not prohibited by law, in any such action or proceeding in which Bank may appear;

F. to give written notice of this Agreement to each Leases which contains instructions to each Leases that Leases shall make all payments of Rent directly to Bank;

G. to indemnify and hold Bank harmless for all liabilities, damages, costs and expenses, including reasonable attorney's fees, Bank incurs when Bank, in its character, elects to exercise any of the remedies upon default of Leases;

H. that if the Leases provide for assignment of Rent during upon the provision of the Leases, Bank shall provide satisfactory indemnity coverage; and

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I. that the Leases shall remain in full force and effect regardless of any merger of the Lessor's and Lessee's interests.

9. **EVENTS OF DEFAULT.** Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):
- Failure by any party obligated on the Obligations to make payment when due; or
 - A default or breach by Borrower, Owner or any co-signer, endorser, surety, or guarantor under any of the terms of this Agreement, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guaranteeing, securing or otherwise relating to the Obligations; or
 - The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Owner, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Collateral (as herein defined); or
 - The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Owner, Borrower, or any one of them, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Collateral (as herein defined) is impaired; or
 - Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium or encumbrance delinquency on or before its due date; or
 - A material adverse change in Owner's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Collateral or repayment of the Obligations; or
 - A transfer of a substantial part of Owner's money or property.
10. **REMEDIES ON DEFAULT.** At the option of Bank, all or any part of the principal of, and accrued interest on, the Obligations shall become immediately due and payable with or without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of an Event of Default or at any time thereafter by Mortgagor under the Mortgage, Bank, at Bank's option, shall have the right to exercise any or all of the following remedies:
- To continue to collect directly and retain Rent in Bank's name without taking possession of the Property and to demand, collect, receive, and sue for the Rent, giving proper receipts and releases, and, after deducting all reasonable expenses of collection, apply the balance as lawfully permitted to the Note, first to accrued interest and then to principal.
 - To recover reasonable attorneys' fees to the extent not prohibited by law.
 - To declare the Obligations immediately due and payable; and, at Bank's option, exercise any of the remedies provided by law, the Note, the Mortgage or this Agreement.
 - To enter upon, take possession of, manage and operate all or any part of the Property, make, modify, enforce or cancel any Leases, evict any Lessee, increase or reduce Rent, decorate, clean and make repairs, and do any act or incur any cost Bank shall deem proper to protect the Property as fully as Owner could do, and to apply any funds collected from the operation of the Property in such order as Bank may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Obligations, and toward the maintenance of reserves for repair or replacement. Bank may take such action without regard to the adequacy of the security, with or without any notice or proceeding, through any person or agent, mortgagee under a mortgage, or receiver to be appointed by a court, and irrespective of Owner's possession.
- The collection and application of the Rent or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any default, or modify or waive any notice of default under the Note, Mortgage or this Agreement, or invalidate any act done pursuant to such notice. The enforcement of such remedy by Bank, once exercised, shall continue for so long as Bank shall deem, notwithstanding that such collection and application of Rent may have cured the original default. If Bank shall thereafter elect to discontinue the exercise of any such remedy, the same or any other remedy under the law, the Note, Mortgage or this Agreement may be asserted at any time and from time to time following any subsequent default. The word "default" has the same meaning as contained within the Note or any other instrument evidencing the Obligations, and the Mortgage, or any other document securing, guaranteeing or otherwise relating to the Obligations.
- In addition, upon the occurrence of any Event of Default, Bank shall be entitled to all of the remedies provided by law, the Note and any related loan documents. All rights and remedies are cumulative and not exclusive, and Bank is entitled to all remedies provided at law or equity, whether or not expressly set forth.
11. **ADDITIONAL POWERS OF BANK.** In addition to all other powers granted by this Agreement and the Mortgage, Bank also has the rights and powers, pursuant to the provisions of the Illinois Code of Civil Procedure, Section 15-1101, et seq.
12. **TERM.** This Agreement shall remain in effect until the Obligations are fully and finally paid. Upon payment in full of all such indebtedness, Bank shall execute a release of this Agreement upon Owner's request.
13. **GENERAL PROVISIONS.**
- TIME IS OF THE ESSENCE.** Time is of the essence in Owner's performance of all duties and obligations imposed by this Agreement.
 - NO WAIVER BY BANK.** Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Owner's strict performance of any provisions contained in this Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank.
 - AMENDMENT.** The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by Owner and Bank.
 - FURTHER ASSURANCES.** Owner, upon request of Bank, agrees to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.
 - GOVERNING LAW.** This Agreement shall be governed by the laws of the State of ILLINOIS, provided that such laws are not otherwise preempted by federal laws and regulations.
 - FORUM AND VENUE.** In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in the State of ILLINOIS, unless otherwise designated in writing by Bank or otherwise required by law.
 - SUCCESSORS.** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Owner may not assign, transfer or delegate any of the rights or obligations under this Agreement.
 - NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.
 - DEFINITIONS.** The terms used in this Agreement, if not defined herein, shall have their meanings as defined in the other documents

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- executed contemporaneously, or in conjunction, with this Agreement.
- J. PARAGRAPH HEADINGS. The headings at the beginning of any paragraph, or any sub-paragraph, in this Agreement are for convenience only and shall not be dispositive in interpreting or construing this Agreement.
- K. IF HELD UNENFORCEABLE. If any provision of this Agreement shall be held unenforceable or void, then such provision shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement.
- L. NO ACTION BY BANK. Nothing contained herein shall require the Bank to take any action.

OWNER/BORROWER:

Michael W. Brennan
 MICHAEL W. BRENNAN
 Individually

Robert H. Brennan
 ROBERT H. BRENNAN
 Individually

Johannson Yap
 JOHANNSON YAP
 Individually

Leo F. Brennan
 LEO F. BRENNAN
 INDIVIDUALLY

STATE OF ILLINOIS

COUNTY OF COOK

On this 20th day of JANUARY, 1993, I, THE UNDERSIGNED, a notary public, certify that MICHAEL W. BRENNAN, A MARRIED PERSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:



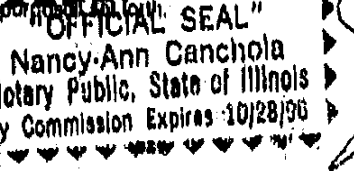
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 20th day of JANUARY, 1993, I, THE UNDERSIGNED, a notary public, certify that ROBERT H. BRENNAN, A DIVORCED PERSON NOT REMARRIED, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:



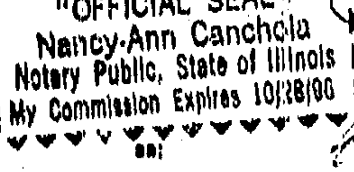
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 20th day of JANUARY, 1993, I, THE UNDERSIGNED, a notary public, certify that JOHANNSON YAP, A MARRIED PERSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:



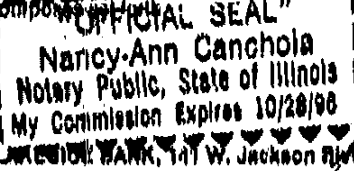
NOTARY PUBLIC

STATE OF ILLINOIS

COUNTY OF COOK

On this 20th day of JANUARY, 1993, I, THE UNDERSIGNED, a notary public, certify that LEO F. BRENNAN, A DIVORCED PERSON NOT SINCE REMARRIED, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (he/she) signed and delivered the instrument as (his/her) free and voluntary act, for the uses and purposes set forth.

My commission expires:



NOTARY PUBLIC

This document was prepared by LAKEVIEW BANK, 141 W. Jackson Blvd. Suite 1212, Chicago, Illinois 60604.

Please return this document after recording to LAKEVIEW BANK, 141 W. Jackson Blvd. Suite 1212, Chicago, Illinois 60604.

THIS IS THE LAST PAGE OF A 4 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

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RETURN TO:
S. J. Bochnowski
Lakeside Bank
2288 S. King Drive
Chicago, Illinois 60616

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