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**GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS.** With respect to the RENTS, Grantor represents and warrants to Lender that:

**Owneahship.** Grantor is entitled to receive the Rents free and clear of all rights, claims, 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 when deemed appropriate, to collect and receive the Rents from the Grantor. Lender shall have the right to collect and receive the Rents from the Grantor, and to take any action necessary to enforce its rights, powers and authority.

**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 the 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.

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**DEFINITIONS.** The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in the 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 JOHN HEIMBAUGH, PING TOM, RAYMOND LEE, JOHN TAN, HERME SYLORA, M.D. & SAMUEL LEUNG, M.D., GENERAL PARTNERS FOR CHINATOWN SQUARE INVESTORS II.

**Indebtedness.** The word "indebtedness" means all principal and interest payable under the Note and any amount expanded or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce a judgment of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means SOUTHWEST FINANCIAL BANK AND TRUST COMPANY OF IRLAND PARK, its successors and assigns.

**Note.** The word "Note" means the promissory note or credit agreement dated February 5, 1993, in the original principal amount of \$195,840.00 from Grantor to Lender, together with all renewals, 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 a 6.000% per annum. The interest rate to be applied to the unpaid principal balance of the Assignment shall be as a rate of 2.000 percentage point(s) over the index, subject however to the following minimum and maximum rates, net and in an initial rate of 8.000% per annum. **NOTICE:** Under no circumstances shall the interest rate on the Assignment be less than 8.000% per annum or more than 12.000% per annum. **Higher default rate shown below) the lesser of 10.000% 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" 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 IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

The Real Property or its address is commonly known as UNIT A-10, 2145 S. CHINA PLACE, CHICAGO, IL 60616-1514. 17-21-508-020 + 17-21-508-005

DOCUMENT NUMBER 91218654, IN COOK COUNTY, ILLINOIS.

THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1991 AS OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTION

LOT 13 IN CHINA TOWN SQUARE, BEING A RESUBDIVISION OF PART OF BLOCKS 28, 40, 41, 43, 44, AND VACATED STREETS AND ALLEYS LYING WITHIN AND ADJOINING SAID BLOCKS IN CANAL TRUSTEES' NEW SUBDIVISION OF BLOCKS IN THE EAST FRACTION OF THE SOUTHEAST FRACTION OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED MAY 8, 1991 AS DOCUMENT NUMBER 91218654, IN COOK COUNTY, ILLINOIS.

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:

CHINATOWN SQUARE INVESTORS II, whose address is 2154-A SOUTH ARCHER AVENUE, CHICAGO, IL 60616-1514 (referred to below as "Grantor"); and SOUTHWEST FINANCIAL BANK AND TRUST COMPANY OF IRLAND PARK, whose address is 15330 S. LAGRANGE ROAD, ORLAND PARK, IL 60462 (referred to below as "Lender").

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 5, 1993, between JOHN HEIMBAUGH, PING TOM, RAYMOND LEE, JOHN TAN, HERME SYLORA, M.D. & SAMUEL LEUNG, M.D., GENERAL PARTNERS FOR CHINATOWN SQUARE INVESTORS II, whose address is 2154-A SOUTH ARCHER AVENUE, CHICAGO, IL 60616-1514 (referred to below as "Grantor"); and SOUTHWEST FINANCIAL BANK AND TRUST COMPANY OF IRLAND PARK, whose address is 15330 S. LAGRANGE ROAD, ORLAND PARK, IL 60462 (referred to below as "Lender").

ASSIGNMENT OF RENTS

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

BOX 333

RECORDATION REQUESTED BY: SOUTHWEST FINANCIAL BANK AND TRUST COMPANY OF ORLAND PARK 15330 S. LAGRANGE ROAD ORLAND PARK, IL 60462

WHEN RECORDED MAIL TO: SOUTHWEST FINANCIAL BANK AND TRUST COMPANY OF ORLAND PARK 15330 S. LAGRANGE ROAD ORLAND PARK, IL 60462

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11/11/2011

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