Auetin Bank of Chicago 8845 West Lake Street Chicago, S. 80844-1987

WHEN RECORDED MAIL TO:

Austin Bank of Chicago 8045 West Labo Street Chicago, S., 65040-1007

BEND TAX NOTICES TO:

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 12, 1993, between PIONEER BANK & TRUST COMPANY, A COROPRATION OF ALIMOIS, AS TRUSTER, whose address is 4000 W. NORTH AVENUE, CHICAGO, IL. 60639 (referred to below re-"Grantor"); and Austin Bank of Chicago, whose address is 5645 West Lake Street, Chicago, IL. 60644-1577 (referred to below as "Lender").

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

LOTS 29 AND 30 IN BLOCK IN PEACOCK'S SUBDIVISION OF THE SOUTH 8 ACRES OF THE WEST 10 ACRES OF THE SOUTH A ACRES OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 39 NORTH, RANGE AST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is community known as 1942 W. DIVISION AND 1944 W. DIVISION, CHICAGO, IL., CHICAGO, IL. 60622. The Real Property tax identates for number is 17-06-228-018 AND 17-08-226-019.

DEFINITIONS. The following words shell have the following meritings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meenings 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 Pents 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 6tled "Events of Default."

Grantor. The word "Grantor" means PIONEER BANK & TRUST COMPANY A COROPRATION OF ILLINOIS, Trustee under that certain Trust Agreement dated Merch 18, 1982 and known as TRUST NO. 25565.

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 ability itions 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, dobts and liabilities, puts 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, whother related or unrelated to the pulpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Granto 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" rueans Austin Bank of Chicago, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated February 12, 1983, in the signal principal amount of \$180,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, rafinal cings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 11.000%.

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

Real Property. The words "Real Property" meun the property, interests and rights described above in the "Property Pelli ition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory noted orbdit agreements, loan 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:

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 Rente, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, flene, encumbrances, and claims except as disclosed to after 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 seil, 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 send 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 agent.

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

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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 senant or tenants, or other persons from the Property.

A Statement 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 water utilities, and the premiums on the and other insurance effected by Lander on the

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

Lease the Property! Lender may dirt of these 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 deem appropriate, either in Lender's name of in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Lender may do all such other things and acts with respect to the Property se Lender may deem appropriate and thiny act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for 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 or thing.

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 Re to received by Lender which are not applied to such costs and expenses shall be applied to the indebtodness. All expenditures made by Lender unto the Assignment and not reimbursed from the Rents shall become a part of the Indebtodness secured by this Assignment, and shall be payable on demend, 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 Criamor under this Assignment, the Note, and the Polated Documents, Lender shall execute and deliver to Grantor a suitable saddraction of the Assignment and suitable statements of termination of any inancing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination tee required by law shall be paid by C. a. for, if permitted by applicable law.

EXPENDITURES BY LENDER. If Control falls to comply with any provision of this Assignment, or if any action or proceeding le commenced that would expensive the control of the provided of the payment of the resulted or any expensive that lender does a performance of the payment of the pa bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, she'll constitute an event of default ("Event of Default") under this Assignment $g_{HH} = g_{HH}$

Default on Indebtedness. Falure of Grantor to make any payment when due on the Indebtedness. -- (C. 75 00 0.1) (DOC) 11.

e Default. Fallura to comply with any other tixm, chigation, 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, the in any material respect. 1.10000 17.1 discour sticks

Other Defaults. Fallure of Grantor to comply with any term, obligation, rovenant, or condition contained in any other agreement between Grantor

Insolvency. The insolvency of Grantor, appointment of a receiver for any man of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptoy or insolvency is is 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 Illinois law, the death of Grantor is an individual) also shall constitute an Event of Default under the Assignment.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whither by judicial proceeding, self-help, repossession of any other method, by any creditor of Grantor or by any governmental agency against a ty 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 credit at the bases of the foreclosure or forefeiture. proceeding, provided that Grantor gives Lender written notice of such claim and furnished and runs 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 indebtedness or such Guarantor dies or becomes incompetent. HE COUNTY TO STATE OF BOOM OFFE THOSE A

curity. Lender reasonably deeme itself insecure

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time there are, 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. Lender shall have the right at its option without notice to Grantor to declare the entire i debtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Collect Rents. Lender 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 fundar, one of this right, Lender may require any tenent or other user of the Property to make payments of rent or use fees directly to Lender. If the Rent's is a collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-In-fact to endorse instruments received in payment thereof in the name Grantor and to regotiate the same and collect the proceeds. Payments by tenents or other users to Lender in response to Lender's demand shall existly 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 subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession of 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 preceding forecourse or sale, and to collect the Rente 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 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 Lender shall not disqualify CELLED ACI Mortgages in Possession. a person from serving as a receiver.

Other Remedies. Lander shall have all other rights and remedies provided in this Assignment of the Note or by law, 1994 (1995)

Watver; Election of Remedies. A waiver by any party 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 compilance with that provision or any other provision. Election by Leitder 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 affect Lander's right to declars a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or 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 Lender that in Lender'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 indebtudiness psyable on demand and shall bear interest from the date of expenditure until repaid at the Note rate. Expendes manufactured by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attempty fees and Lender's legal expenses whether or not there is a laweuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisel fees, and title insurance, to the extent permitted by applicable law. Granton life 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: who were subtract to the Assignment who were subtract to the collections and the Assignment who were subtract to the collections are a part of this Assignment who were subtract to the collections are a part of this Assignment who were subtract to the collections are a part of this Assignment who were subtract to the collections are a part of this Assignment who were a part of this Assignment who were subtract to the collections are a part of this Assignment who were the collection of the collection of

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 effective unless given in writing and signed by

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the parity or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and societied 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.

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 rewretable 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 Homostead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtschess secured by this Assignment.

Walver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEPEBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF CACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN CONTILLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

Watvers and Conserts. Lander 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 constitute 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 the Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such or nearly is required.

GRANTOR'S LIABILITY. This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it pressesses full power and authority to execute this Instrument), and it is expressly understood air diverse. Set that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Assignment, or to perform any covenant either express or implied contained in this /ssignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any manufactures shall look solely to the Property for the payment of the Note and Indebtedness, by any cuarantor.

PIONEER BANK & TRUST COMPANY, A COROPRATION OF ILLINOIS ACKNOWLEDGES IT HAS READ ALL THE PROVISIONS OF THIS ASSIGNMENT AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO FZ HE REUNTO AFFIXED.

By:	AFREN DENIEL N.	COROPRATION OF ILLINO!	Attest	Secretary/S	haron Jacks	on
		CORPORATE A	CKNOWLED	GMENT		
STATE OF	Illinois	}				
COUNTY OF_	Cook) #8)		(O/Z		
On this 12th day of February 19 93, before me, the undersigned liber; Public, personally appeared x, TRUST OFFICER of PIONEER BANK & TRUST COMPANY, A COROPRATION OF ILLINOIS, and known to me to be an authorized agent of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary account of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mendaged and one of the authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.						
By P.	ia m. Ph	ilips.	Residing at	RENA M.	PHULIPS	<u>}</u>
Notary Public I	n and for the State of	Illinois	My commissio	\$1-4 C 4 4.		
On this 12 OFFICER of PI that executed it its Bylaws or be execute this Ass By Notary Public I	ioneer BANK & TRUST Che Assignment of Rents and y resolution of its board of signment and in fact execute to the state of the State of	OMPANY, A COROPRATION acknowledged the Assignment intercepts, for the uses and put of the Assignment on behalf of the Assignment of the Assi	OF ILLINGIS, and not to be the free an reposes therein mer of the corporation. Residing at	known to me to deductary accuracy accur	e an authorized a first of the corp	gent of the corporation or attention, by authority

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