RECORDATION REQUESTED BY:

Suburban National Sank of Palatine 50 N. Brockway Street Palatine, IL 90067

WHEN RECORDED MAIL TO:

Suburban National Bank of Palatine 50 N. Brockway Street Palatine, It. 60067



93176:14

DEPT-01 RECORDING

T41111 TRAH 8647 03/09/93 12:15:00 45477 1 * 93 - 176344 COOK COUNTY RECORDER

SEND TAX NOTICES TO:

James W. Temme, Mary E. Temme and Jalane B. Temme 21886 W. Hampton Court Klideer, IL 60047

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

93176344

THIS ASSIGNMENT OF RENTS IS DATED MARCH 1, 1993, between James W. Temme, Mary E. Temme and Jalane B. Temme, AS JOINT TEMANTS, whose address is 21666 W. Hampton Court, Kildeer, IL 60047 (referred to below as "Grantor"); and Suburban 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:

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 35 S. Baybrook, #108, Palatine, IL 60067. The Real Property tax identification number is 02-24-104-046-1007.

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 Coda. 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 boween 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 out forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means James W. Terrime, Mary E. Tennne and Jalane B. Tennne.

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 Glantor under this Assignment, logather with Interest on such amounts as provided in this Assignment.

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 March 1, 1893, in the original principal amount of \$74,663.71 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinencings 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 6,000% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a reta of 2,000 percentage point(s) over the Index, subject however to the following maximum rate, resulting in an initial rate of 8,000% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than (except for any higher default rate shown below) the lesser of 19.000% 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 Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loans agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, what her 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 TEAMS:

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 Lander'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

03-01-1993 Loan No 41-113917

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warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, oncumbrances, 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 Bents to any other person by any instrument now in force

No Further Transfer. Grantor will not self, 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 BENTS. 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 tenante or from any other persons liable therefor, all of the Rents; institute and carry on all logal 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 air (axis, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the

Compliance with Laws. Lender 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, ordinances and requirer costs of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or leave 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 ongage such ager (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 all such other things and ac's with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of one 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 consection with the Property shall be for Granter'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 course, and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall be or o 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 or ill 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 fee required by law shall be paid by Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER. If Grantor falls to comply with any provision of this Assignment, or if any retion or proceeding is commenced that would Capaterially 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 Expropriate. 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 exponses, at Lender's option, will (a) be payable on durand, (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 (if the firm 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 payative 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.

Compliance 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 Granter under this Assignment, the Note or the Related Documents is, or at the time made or turnished was, false 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

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 Granter, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by tederal law or fillnois law, the death of Grantor (il Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, Forfelture, etc. Commencement of foreclosure or torfeiture preceedings, whether by fudicial proceeding, self-help, repossession 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 forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim sutisfactory to

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.

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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. 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. 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 not proceeds, over and above Lender's custs, 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 Lunder. If the Bents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's atterney-in-fact to enderse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants 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 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 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 preceding forecleause or sale, and to coller 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 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 disquality a person from serving as a receiver.

Other Remedies, Lend's et all bave all other rights and remedies provided in this Assignment or the Note or by law.

Walver; Election of Remedice. 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 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 affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. It Lender instruies any suit or action to enforce any of the terms of this Assignment, Lender shrift be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any count action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for it a 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 expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limit, under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, 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 forecleaure reports), automatic stay are sold the insurance, to the extent permitted by applicable law. Granter also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provision: at a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, for situtes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No situration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the attention or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lander in the State of Illinois. 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 severy, 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. Granter shall not enter into any agreement with the holder of any mortgage, a sold of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or received without the prior written consent of Lender. Granter 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 prevision of this Assignment to be 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 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 unending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and only provision.

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 thanks Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtodness by way of torbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtodness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of litinols as to all indebtedness secured by this Assignment.

Watvers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unleads 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, not 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 subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND EACH GRANTOR AGREES TO ITS TERMS.

Nary E. Tarian

MANTON

Jaime B. Fa

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Page 4

	And a private in the second of the second	"OFFICIAL SEAL"
A1.	INDIVIDUAL AC	KNOWLEDGMENTARGARET W. PLAMONDON
Service Alliance	•	Notary Public, State of Minois
STATE OF FILLIANS		My Commission Expires 11/21/96
COUNTY OF COOK) ss	
On this day before me, the undersigned Notary Public, personally appeared James W. Temme, Mary E. Temme and Jalaire B. Temme. AS JOINT TENANTS, to me known to be the individuals described in and who executed the Assignment of Renta, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mortified.		
Given under my hand and official seal th	is /	day of Physics 1993.
By Maging of Slan	no Pa	Residing at Schwemburg Re 60193 My commission expires 11/2/196
By The state of th	777	nesiting at A Cristic Property
Notary Public in and for the State of	Kellinea	My commission expires 11/21/96
ASER PAO, Reg. U.S. Pat. 8 (1.M.) 11., Var. 2,18 (c) 19	93 CFI Bankera Service Group, Inc.	All rights reserved, fit - G14 LIBTE MME, LN)
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EXHIBIT "A"

Legal Description:

UNIT NUMBER 108, AS DELINEATED UPON PLAT OF SURVEY PARCEL 1: (HEREINAFTER REFERRED TO AS THE "PLAT") OF THE FOLLOWING DESCRIBED PARCEL OF REAL PROPERTY ("PARCEL"): THAT PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT A POINT ON THE EAST LINE OF SAID NORTH WEST 1/4, SAID POINT BEGINNING SOUTH DO DEGREES 90 MINUTES OO SECONDS WEST AS MEASURED ALONG SAID EAST LINE OF THE NORTH WEST 1/4 OF SAID SECTION 24, A DISTANCE OF 156.25 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH TO DEGREES OF MINUTES OF SECONDS WEST (AT RIGHT ANGLES TO SAID TAST LINE OF THE NORTH WEST 1/4) A DISTANCE OF 155.67 FEET TO THE PLACE OF BEGINNING OF THE TRACT OF LAND BEING HEREIN DESCRIBED; THENCE SOUTH 30 DEGREES OF MINUTES OF SECONDS WEST 139.80; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS EAST 139.80 EZET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS WEST 73.34 FEET: THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST 139.80 FEET: THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 16.95 FEET; THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS WEST 27.67 FEET; THE CE NORTH 90 DEGREES OO MINUTES OO SECONDS WEST 38.33 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 27.67 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 84.52 FEET; THENCE WORTH OF DEGREES OF MINUTES OF SECONDS EAST 73.34 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 139.80 FEET; THENCE NORTH 30 DEGREES OD MINUTES 00 SECONDS EAST 139.80 FEET; THENCE SOUTH 60 DEGREES OO MINUTES OO SECONDS EAST 73.34 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS, WHICH PLAT IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM, RECORDED IN THE OFFICE OF THE RECORDER OF COOK COUNTY, ILLINOIS, AS DOCUMENT NUMBER 22372185; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN SAID PARCEL (EXCEPTING FROM SAID PARCEL ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN SAID DECLARATION AND SURVEY) IN COOK COUNTY, ILLINOIS. ALSO

PARCEL 2: EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION OF COVENANTS AND EASEMENTS DATED OCTOBER 20, 1972 AND RECORDED NOVEMBER 9, 1972 AS DOCUMENT NUMBER 22115025 AND AMENDED BY DECLARATION DATED JUNE 22, 1973 AND RECORDED JUNE 22, 1973 AS DOCUMENT NUMBER 22372186 AND AS CREATED BY MORTGAGE FROM SAMUEL M. ZAGARIA, JR., TO FIRST WILMETTE CORPORATION, A CORPORATION OF THE UNITED STATES OF AMERICA DATED JULY 2, 1974 AND RECORDED JULY 18, 1974 AS DOCUMENT NUMBER 22786324 AND CREATED BY DEED FROM LASALLE NATIONAL BANK, TO SAMUEL M. ZAGARIA, JR., DATED JULY 2, 1974 AND RECORDED JULY 18, 1974 AS DOCUMENT NUMBER 22786323 FOR INGRESS AND EGRESS, ALL IN COOK COUNTY, ILLINOIS.

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Property of Cook County Clerk's Office 9517534g