# UNOFFICIAL COPY

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COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

### **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS IS WATED MARCH 12, 1993, between James J. Jazo and Janet L. Jazo, his wife. as joint tanents, whose address is 15717 Pine Court, Oak Forest, IL. 60452 (referred to below as "Grantor"); and interstate Bank of Oak Forest, whose Address is 15533 South Cicero, Attn: Loan Department, Oak Forest, IL 60452 (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:

Lat 164 in Forest Towers Unit Two, being a Subdivision of part of the North 1/2 of the Southeast 1/4 of Section 18, Township 39 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois, on March 6, 1975, as Dogument Number 2797535.

The Real Property or its address is commonly known as 15717 Pine Court, Oak Forest, IL. 60452. The Real Property tex identification number is 28-18-405-006-0000.

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 Code. All references to dollar amounts shall mean amounts in lawful commercial Code.

The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all junt granted and security interest provisions relating to the Rents.

Endeling simulativeness. The words "Existing indebtedness" mean an existing obligation which may be woured by this Assignment.

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

Greiffer. The word "Grantor" means James J. Jazo and Janet L. Jazo.

idacids. The word "Indebtedness" means all principal and interest payable under the Note and any amount: "" anded or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this long ment, together with interest on such amounts as provided in this Assignment. (Initial Here.) In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor or any one or or of them, whether arising now or later, whether related or had 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.

iii. The word "Lender" means Interstate Bank of Oak Forest, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated March 12, 1993, in the original principal amount of \$116,000.00 from Grantor to Lender, together with all renewals of, 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 \$300% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 2.000 top point(s) over the Index, resulting in an initial rate of 8.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

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

First Principle. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

sments. 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 adulting, executed in connection with the Indebtedness.

in. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without imitation all Plants 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 tender'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 authority to enter into this Assignment and to assign and convey the Rents to Lunder.

No Prior Assignment. Grantor has not previously assigned or curiveyed the Rents to any other person by any instrument now in force.

No Further Transer. 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 send notices to any and all fenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's again.

Enter the Property. Lender may entry 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; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover necessary to the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon ne 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 expense on the premiums on fire and other insurance effected by Lender on the Property.

Compilance 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, orders, orders and requirements of all other governmental as encies 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 nicy com appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Reints.

Offer Acts. Lender may do all such other things and acts with respect to the Proverty as Lender may deem appropriate and may 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 of 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 first q.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property's half 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 improved 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 sacurity interest in the Bents and the Property. Any termination fee 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, including any obligation to maintain Existing todebtedness in good standing as required below, or if 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 hed.

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 Granfor 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. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lander sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breeches. Any warranty, representation or statement made or turnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or turnished was, false in any material respect.

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Officer distribution. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lenrier.

Institutions. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of craditors, 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 illinois law, the death of Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Farisbourn, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor 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, provided that Grantor gives Lender written notice of such claim and furnishes reasonable 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. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Industribly. Lander reasonably deems itself insecure.

Existing Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or communicament of any suit or other action to foreclose any existing lien on the Property.

RIGHTS AND PERCOLES CONSTRUCT. Upon the occurrence of any Event of Delguit and at any time thereafter, Lender may exercise any one or more of the following rights and rights are rights or remedies provided by law:

Accelerate Indebtedness. Le id 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 unpetid, and apply the net proceeds, over and above Lender's costs, 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 Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender right Grantor's attorney-in-fact to endorse 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 ag int, or through a receiver.

**Mortgages** in Possession. Lender shall have the rigit 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 foreclosure or sale, and to collect the Rents from the Property and apply the provests, 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 Remodias. Lender shall have all other rights and remedies provided in his Assignment or the Note or by law.

Watver; Election of Remedics. 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 trice viction 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.

Atterneys' Fees; Expenses. If Lender Institutes any suit or action to enforce any of the 's'n's 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, a'', recisionable 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, 'whis 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 limits under applicable law, Lender's attorneys' fees and legal expenses whether or not there is a tawault, 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 title insurance, to the extent permitted by applicable law. Grantor also will pay arricourt costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

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

Applicable Law. This Assignment has been delivered to Lander and accepted by Lender in the State of Illinois. This Assignment shall be presented by and construed in accordance with the laws of the State of Illinois.

Maltiple 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.

Me Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which which the priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of tender. 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 affecting provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be an modified, if 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 mure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deat with Grantor's successors with reference to this Assignment and the Indebtedness by way of furbearance 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.

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# UNO FASSIGNMENTO PY (Continued)

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Watvers and Consents. Lender shall not be deamed 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 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 confinuing 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.

GRANTOR:  X  James J. Jazo	Janet L. Jazo
STATE OF	
By Notary Public in and for the State of	Residing at
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