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h National Bank and Trust of Chicago B N. Milwados Ave Chicago, IL 60618

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erk Netional Benk and Trust of Chicago lds M. Mikamine Ave Chicago, IL 00010

SEND TAX NOTICES TO:

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Karen Alleen-Taradach 2002 N. Springfield Chies-ye, R. 90018

DEPT-OF RECORDINGS

\$25.50

147/77 TRAM 7785 04/30/93 10:15:00 40875 # 4-93-3223331 COOK COUNTY RECORDER

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## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED APRIL 7, 1993, between Karen Allison-Taradash, formerly known as Karen Allison, nie ried to John Taradash, whose address is 2852 N. Springfield, Chicago, IL. 50518 (raferred to below as "Granto"): and Park National Bank and Trust of Chicago, whose address is 2958 N. Milwaukee Ave, Chicago, IL 60618 (referred to below as "Lender").

ASSIGNMENT. For ablable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the itents from the following described Property located in Cook County, State of Illinois:

The South 5.5 feet of Lot 4 and all of Lot 5 in James Allen's Subdivision of the South 1/2 of Lot 15 (except the West 5 cres thereof) in Daviln Kelly and Carroll's Subdivision of the North West 1/4 of Section 26, Township 40 (40 th. Range 13 East of the Third Principal Meridian, in Cook County, Iffinois.

The Real Property or its address is commonly known as 2852 N. Springfield, Chicago, IL 60618. The Real Property tax identification number is 13-26-124-030-0000.

DEFINITIONS. The following words shall have the hard meenings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in tile I reform 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 fimitation all assignments and eccurity interest provisions relating to the items.

Existing Indebtedness. The words "Existing Indebtedness" mean in existing obligation which may be secured by the Assignment. The existing obligation has a current principal balance of approximately \$25,000.00.

Event of Default. The words "Event of Default" mean and include /my of the Events of Default set forth below in the section tilled "Events of Default." 93022345

Granter. The word "Grantor" means Karen Allson-Taradash.

Indebtedness. The word "Indebtedness" means all principal and interest provide under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to elected believes obligations of Grantor under this Assignment, together with at on such amounts as provided in this Assignment. In addition to the word "Indebtedness" includes all obligations, debte and interest on such emounts as provided in this Assignment. In addition to the love, the word indecisories should be assignment. In addition to the love interest thereon, of Grantor to Lender, or any one or more of them, e./ we'll as all claims by Lender against Grantor, or any one or more of them, whether now existing or hersafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or uniquidated and whether arising a may be lable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebted so may be or hersefter may become barred by any statute of limitations, and whether such indebtedness may be or hersefter may become of entering unerstorceable.

I made: The word "Lander" means Park National Bank and Trust of Chicago, its successors and excitages.

Lender. The word "Lender" means Park National Bank and Trust of Chicago, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated April 7, 1983 In the original principal amount of \$12,000.00 from Grantor to Lunder, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promiseory note or agreement. The interest rate on the Note is 9,750%. The Note is payable in 60 monthly payments of \$253,95.

Property. The word "Property" means the real property, and all improvements thereon, described above in the instrument" 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 promiseory roles, credit agreements, loan agreements, guarantees, security agreements, mortpages, doeds of trust, and all other instruments, agreements and comments, whether now or hereafter existing, executed in connection with the indebtodness.

Reside. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without batton 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 se 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 efficient. to the use of cash colleteral 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, liene, 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 Purther 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. Lander 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, Lander is hereby given and granted the following rights, powers and authority:

Notice to Tenents. Lender may send notices to any and all tenents of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender's agent.

Enter the Property. Landar may enter upon and take possession of the Property demand, collect and receive from the binests or from any other parable, falls therefor, all of the Renty institute and carry on all legal proceedings sections by the properties of the Renty institute and carry on all legal proceedings sections by the properties of the Renty institute and carry on all legal proceedings sections.

proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenent or tenents or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and icets 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 tioses, assessments and water utilities, and the premiums on tire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and site of other laws, rules, orders, ord

Lease the Property. Lander may rent or lease the whole or any part of the Property for such term or terms and on such corritions as Lander may doesn appropriate.

Employ Agents. Lender may engage such agent or agents as Lunder may cleam 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 Aste. Lander may do all such other things and acts with respect to the Property as Lander 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 flequirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall not require Lander 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 Londer 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 its however, any such Rents received by Lender which are not splined specially 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 when interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. It is and of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and an Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of the Assignment and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, it permitted by applicable law.

EXPENDITURES BY LENDER: It Grantor fails to comply with any provision of this Assignment, including any obligation to maintain Existing Indebtedness in good standing an outlined below, or if any action or proceeding is constrained that would materially affect Lender's interests in the Property, Lender on Grantor's behalf my, but shalf not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will been 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, while the payable on deemed, (b) be added to the belence of the Note and be apportuned 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 invaled as a belicon 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 Londer may be entitled on account of the default. Any such action by Lander shall not by construed as curing the default so as to ber Lander from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lenour, and constitute an event of default ("Event of Default") under this Assignment:

Detault on Indebtedness. Failure of Grantor to make or payment when due on the Indebtedness.

Compliance Default. Failure to comply with any other string obligation, covenant or condition contained in this Assignment, the Note or in any of the Rafead Documents. If such a failure is curable and I 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 outed (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) curse the failure within these (15) days; or (b) if the cure requires more than attent (15) days, immediately initiates steps sufficient to cure the failure and then the compliance all reasonable and necessary cases sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to funder by or on behalf of Grantor under this Assignment, the Note of the Related Documents is, or at the time made or furnished was, false in  $s_{ij}$   $r_{ij}$  berief respect.

Other Dutasits. Failure of Grantor to comply with any term, obligation, covery 29 or condition contained in any other agreement between Granton and Lander.

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 benicuptcy or insolvency texts by or ligarist Grantor, or the dissolution of Grantor's existence as a going business (if Grantor is a business). Except to the solvent prohibited by federal law or filinois law, the death of Grantor is an individual) also shall constitute an Event of Default under this Assign next.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whe had by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Frop. Ity. 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 the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserver or a surety bond for the claim satisfactory to Lander.

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 estil is to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of "" "."

insecurity. Lender reasonably deems itself insecure

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Existing indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lies on the Property.

RIGHT'S AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time therester, Lender may exercise any one or more of the following rightsr and remedies, in addition to any other rights or remedies provided by lew:

Accelerate Indebtedness. Lendar 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 flents. Levder 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 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 collucted by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to regotiste the same and collect the proceeds. Payments or other users to Lender in response to Lender section shall eatily 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 end preserve the Property, to operate the Property preceding foreclosure or sale, and to collect 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 niety serve without both if permitted by law. Landers right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial arround. Employment by Lender shall not disquality a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Watver; Election of Flemedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or projudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Landar 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 Landar's right to declare a default and exercise its remedies under this Assignment.

Attentions: Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attentions: test at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's operating are recessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall been interest from the date of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any times under expenses law, Lender's attempts' less and Lender's legal expenses whether or not there is a lawsuit, including attention; less for bankruptcy proceedings (including efforts to modify or vecals any sufficiency or Related State.

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appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), aurveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also 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:

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

Applicable Law. This Assignment has been delivered to Lender and accepted 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 Medification. 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 stricted 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 ownership 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 Iorbearance or until non without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

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

Walver of Homestee I E exeption. Grantor hereby releases and waives all rights and benefits of the homesteed exemption laws of the State of Minois as to all Indebtednous secured by this Assignment.

Walvers and Consents. Let's shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and with all operate as a waiver of such right or any other right. A wait or 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 Lander, nor any course of dealing between Lander and Grantor, shall constitute a waiver of any of Lander's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lander is required in this Assiminant, the granting of such consent by Lander in any instance shall not constitute continuing concent to subsequent instances where such consent is impulsed.

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

x) Karen Allesson - Jaradush	CKNOWLEDGMENT	·
COUNTY OF COZIC	OUDY,	
On this day before me, the undersigned Notary Public, personally appeared who associated the Assignment of Rents, and acknowledged that he the uses and purposes therein mentioned.  Given under my hand and official seel this	eared Karen Alexan-Taradash, to me or she signed the Assument as his of day of	, 19 13
Notary Public in and for the State of	My commission expires	OFFICIAL SEAL HILL I IGARAVIDEZ OFFICIAL SEAL OFFICIAL SEA
ASER PRO, Reg. U.S. Pet. & T.M. Off., Ver. 3.16 (c) 1983 CFI Bankers Service Group, Inc	. As regers reserved. [ic-tille Act. Crit]	

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