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First Colonial Bank of Lake County SEO N. Milwaukee Avenue Vernon Hills, IL 60061

**BOX 392** 

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WHEN RECORDED MAIL TO-

First Colonial Bank of Lake County 650 N. fillwaukse Avenue Vernon Hills, R. 60061

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DEPT-01 RECORDING
TE0000 FRAN 8189 06/17/94 11:44:00
93376 COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS IS DATED MAY 27, 1994, between Kaneko Enterprises, Inc., whose address is 700 N. Milwaukse Ave., Vernon Hills, IL 60061 (referred to below as "Grantor"); and First Colonial Bank of Lake County, whose guidress is 850 N. Milwaukee Avenue, Vernon Hills, IL. 60061 (referred to below as "Lender").

ASSIGNMENT. For vertiable 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:

Parcel 1: Unit No. 504C, in Carl Sandburg Village Condominium No. 1, as delineated on a Survey of the following described variables: a portion of Lot 9 in Chicago Land Clearance Commission No. 3, being a consolidation of Lote and parts of Lots and vacated alleys in Bronson's Addition to Chicago and certain Resubdivisions at in the Northeast 1/4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium pururded as Document 25032908 together with its undivided percentage interest in the common elements, in cook County, Illinois.

Parcel 2: Unit No. 806C, in Carl Sanatury Village Condominium No. 1, as definested on a Survey of the following described real estate: a poniciouf Lot 9 in Chicago Land Clearance Commission No. 3, being a consolidation of Lots and parts of Lots and vacated sileys in Bronson's Addition to Chicago and certain Resubdivisions all in the Northeast 1 4 of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, which Survey is attached as Exhibit "A" to the Declaration of Condominium recorded as Document 25032908 together with its undivided percentage interest in the common elements, in Cook County, if in la.

The Real Property or its address is commonly known as 1360 Sandburg Terrace Units 804C and 806C, Chicago, IL. 60610. The Real Property lax identification number is 17-04-216-064-1087 and 17- X-216-064-1141.

DEFINITIONS. The following words shall have the following meanings when used in this /ss/nment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All refrences 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 Grantur 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 (et or hipelow in the section titled "Events of Default.

Grantor. The word "Grantor" means Kaneko Enterprises, Inc.,

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any (in sums expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor unuar this assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lendor, or any one or more of them, as well as all claims by Lender a single Cantor, or any one or more of them, whether now existing or hereafter 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 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.

Lender. The word "Lender" means First Colonial Bank of Lake County, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated May 27, 1994, In the original principal amount of \$71,500.00 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 8.375%.

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, 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" meens 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 Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, lients, 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 torce.

14a Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no detaut 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 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 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 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 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 all taxes, assessments and water utilities, and the premiums on fire 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 also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or lerms and on such conditions as Lender may deem appropriate.

Empty, Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to ren' and inamage the Property, including the collection and application of Rents.

Other Aris. Lender may do all such other things and acts 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 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 this for poring acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF REINS. 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 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; ayr a" of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Focuments, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing struen, into in file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if p smitted by applicable taw.

EXPENDITURES BY LENDER. If Grantor falls to son-ply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Properly 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 12 of kiny, 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 way was, 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 at a ballion payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. Thi 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 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 constitue as 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, cave lant 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 Lend/ by or on behalf of Grantor under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, take in any mate tal rescort.

Other Defaults. Fallure of Grantor to comply with any term, obligation, covenant, or cur with contained in any other agreement between Grantor and Lender.

Inactivency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's priverty, any assignment for the benefit of creditors, 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 prohibit or by federal law or litinois law, the death of Grantor (if Grantor is an incividual) also shall constitute an Event of Default under this Assignment.

Forectosure, Forfetture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judic at proceeding, self—help, repossession or any other method, by any oreditor 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 true because of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and turnishes reserves or a sukety cond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebindness or such Guarantor dies or becomes incompetent.

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

Waiver; 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 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. If Lender institutes any sult 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 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' tees and Lender's legal expenses whether or not

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there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic slay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' 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.

Muttiple Parties; Corporate Authority. 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.

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 provisions 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 Audigns. Subject to the limitations stated in this Assignment on transfer of Grantor's Interest, this Assignment shall be binding upon and inure to the pentition of the parties, their successors and assigns. If ownership of the Property becomes vested in a person offer than Grantor, kender, without office 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 flability under the Indebtedness.

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

Waiver of Homestead Exen oithm. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all indebtedness service; by this Assignment.

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

Watvers and Consents. Lender 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 felay 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 pinty 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 hander'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.

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

GRANTOR: Kaneko Enterprisest inc.  By: Takeyoshi Kaneko, Prisident	By: Maneko, Secretary
CORPORATE ACKNOWLEDGMENT	
Kaneko, President; and Mlyuki Kaneko, Secretary of Kaneko Ent executed the Assignment of Rents and acknowledged the Assignmen	, before me, the undersigned Natar Public, personally appeared Takeyoshi erprises, Inc., and known to me to be authorized agents of the corporation that it to be the free and voluntary act and deed of the corporation, by authority of its poses therein mentioned, and on ceth stated it at they are authorized to execute corporation.  Residing at (171 N) (1999)
Notary Public in and for the State of	My commission expires
ASER PRO, Reg. U.S. Pat. A.T.M. 011., Ver. S. 160 (c) 1864 CFI ProServices, Inc. All rig	his reserved. JIL-G14 OKANEKO.LN C3.OVL)

"OFFICIAL SEAL"
Phyllis A. Glowacki
Notary Public, State of Illinois
My Commission Expires 6/28/96

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