

**UNOFFICIAL COPY**

**BOX 333-CTI**

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

94620535

**WHEN RECORDED MAIL TO:**

**Parkway Bank & Trust Company**  
4800 North Harlem Avenue  
Harwood Heights, IL 60656

94620535

**SEND TAX NOTICES TO:**

**Parkway Bank & Trust Company, not individually, but as**  
**Trustee U/T/N 10845, dtd. 06/13/94**

4800 N. Harlem Avenue

Harwood Heights, IL 60656

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**ASSIGNMENT OF RENTS**

**THIS ASSIGNMENT OF RENTS IS DATED JUNE 24, 1994, between Parkway Bank and Trust Company, not individually, but as Trustee, U/T/N, 10845, dtd. 06/13/94, whose address is 4800 N. Harlem Avenue, Harwood Heights, IL, (referred to below as "Grantor"); and Parkway Bank & Trust Company, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60656 (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.**

**The Real Property or its address is commonly known as 5900 S. Harlem Avenue & 7221 W. 59th. St., Summit, IL 60501. The Tax ID number is 18-13-402-005-0000;18-13-402-006-0000;18-13-402-007-0000;18-13-402-013-0000;18-13-302-012-0000.**

**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 money of the United States of America.

**Assignment.** The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents, chargebacks, and other rights and obligations of Grantor under this Assignment.

**Borrower.** The word "Borrower" means Gaslite Illinois, Inc.

**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 Default."

**Grantor.** The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

**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 Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, 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 Borrower 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 Parkway Bank & Trust Company, its successors and assigns.

**Note.** The word "Note" means the promissory note or credit agreement dated June 24, 1994, in the original principal amount of \$510,000.00 from Borrower 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 8.750%.

**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, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

**THIS ASSIGNMENT IS GIVEN TO SECURE, (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this Assignment and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**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:



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## **ASSIGNMENT OF RENTS**

06-24-1994  
Loan No 10

## **ASSIGNMENT OF RENTS**

(Continued)

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**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 or Borrower under this Assignment after failure of Grantor or Borrower 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 suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the 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 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 foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower 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 law as constituted in accordance with the laws of the State of Illinois.

**Multiple Parties; Corporate Authority.** All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. 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 not request nor accept any future advances under any such security agreement without the prior written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If 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 forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment,

GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REMISSION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF 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.

**Waivers 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 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 or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower'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'S LIABILITY.** This Mortgage is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Mortgage on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor personally, and nothing in this Mortgage or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Mortgage, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Mortgage, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Mortgage, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Mortgage in the manner provided in the Note and herein or by action to enforce the personal liability of an Guarantor or obligor, other than Grantor, on the Note.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS, upon the direction of it's beneficiaries**

**GRANTOR:**

**Parkway Bank and Trust Company, not individually, but as Trustee U/T/N 10845, dtd. 06/13/94**

By: Diana Y. PASTOREK, Vice President/Trust Officer

By: Marcie Kawczynski, Assistant Cashier

the first time in the history of the country.

CANADIAN JOURNAL

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ANSWER: *It is the same as the first one.*

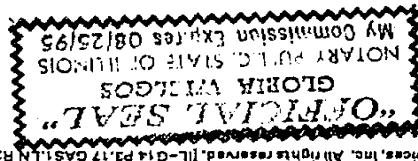
## СОВЬЕВЫЕ МОЖНОСТИ СИНЕЙ

rose 30-40

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Notary Public in and for the State of  
My commission expires 8/25/95  
Residing at 111 N. Wabash Ave.  
By *[Signature]*

Assignment on behalf of the Corporation.  
Assignee, for the uses and purposes herein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the  
Assignment, for the uses and purposes herein mentioned, and known to me to be authorized agents of the corporation, by resolution of the Board of  
Directors, for the assignment to be the President and Trustee of Parkway Bank and Trust Company, not individually,  
but as trustee of the President and Trustee of Parkway Bank and Trust Company, not individually,  
Perry Marshall and Michele Kawosinski, Vice President and Assitant Cather of Parkway Bank and Trust Company, not individually,  
On this 12th day of July, 1994, before me, the undersigned Notary Public, personally appeared Diane Y.

COUNTY OF Cook  
(9815)  
STATE OF Illinois  
(9815)  
SS

## CORPORATE ACKNOWLEDGMENT

(Continued)

ASSIGNMENT OF RENTS

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Loan No 10  
06-24-1994

PARCEL 1:

LOTS 15 TO 21 AND UNCTED ALLEY LYING WEST OF AND ADJOINING LOTS 18 TO 20 LYING EAST OF AND ADJOINING SAID LOT 17 AND LYING NORTH OF AND ADJOINING LOT 21 AND A STRIP OF LAND LYING SOUTH OF AND ADJOINING LOTS 15, 16, 17 AND 21 IN FREDERICK H. BARTLETT'S ARGO PARK, A SUBDIVISION OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE EAST LINE OF SAID SOUTH EAST 1/4 OF SECTION 13, WITH THE NORTHERLY LINE OF 150 FEET RIGHT OF WAY OF THE INDIANA HARBOR RAILROAD COMPANY (SUCCESSOR BY PURCHASE TO THE TERMINAL RAILROAD COMPANY AND DESCRIBED AND RECORDED APRIL 23, 1897 AS DOCUMENT 2527397 IN BOOK 5909, PAGE 582 OF RECORDS OF THE RECORDER OF COOK COUNTY, ILLINOIS) SAID POINT BEING 255.3 FEET SOUTH OF THE NORTH EAST CORNER OF SAID SOUTH EAST 1/4 OF SECTION 13; THENCE WESTERLY ALONG THE NORTH LINE OF SAID RIGHT OF WAY TO THE SOUTH WEST CORNER OF LOT 15 IN FREDERICK H. BARTLETT'S ARGO PARK SUBDIVISION IN THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (RECORDED DECEMBER 12, 1915 AS DOCUMENT 5772916) THENCE SOUTHERLY ON A PROLONGATION OF THE WEST LINE OF SAID LOT 15, A DISTANCE OF 38.50 FEET; THENCE EASTERLY TO THE POINT IN THE EAST LINE OF SAID SOUTH EAST 1/4 OF SECTION 13; THENCE NORTH ALONG THE EAST LINE OF SAID SOUTH EAST 1/4 OF SECTION 13, A DISTANCE OF 38.50 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE EAST 50 FEET OF THE ABOVE DESCRIBED PARCEL OF LAND, IN COOK COUNTY, ILLINOIS.

94620535

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