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BOURGEFICIAL COPY

RECORDATION REQUESTED BY:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY OF COOK COUNTY, ILL INDIS ORLAND PARK

15330 S. LAGRANGE ROAD ORLAND PARK, IL 60462

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WHEN RECORDED MAIL TO:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY OF GRLAND PARK 16330 S. LAGRANGE ROAD ORLAND PARK, IL 60462



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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED AUGUST 16, 1994, between FIRST NATIONAL BANK OF EVERGREEN PARK, not personally but as Trustee on behalf of TRUST #13852 under the provisions of a Trust Agreement dated July 22, 1994, whose address is 3101 W. 95TH ST., EVERGREEN PARK, IL 60642 (referred to below as "Grantor"); and SCUMWEST FINANCIAL BANK AND TRUST COMPANY OF ORLAND PARK, whose address is 15330 S. LAGRANGE SUAD, ORLAND PARK, IL 60462 (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 Rants from the following described Property located in COOK County, State of Illinois:

THE NORTH 218.0 FEET OF THE SOUTH 1090.0 FEET OF THE SOUTH 1/2 OF THE WEST 3/4 OF THE EAST 1/2 OF THE SOUTHWEST 1/4 SECTION OF 34, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, N COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 18131 S. 94TH AVE., TINLEY PARK, IL 60462. The Real Property tax identification number is 27-34-301-009-0000.

DEFINITIONS. The following words shall have the following of a unings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Union'n 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.

Event of Default. The words "Event of Default" mean and include without (annation any of the Events of Default set forth below in the section steed "Events of Default."

Grantor. The word "Grantor" means FIRST NATIONAL BANK OF EVERGRILE'S PARK, Trustee under that certain Trust Agreement dated July 22. [7]

Indebtechees. The word "Indebtechess" means all principal and interest playable unity 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.

Lender. The word "Lender" means SOUTHWEST FINANCIAL BANK AND TRUST COMPA' Y OF ORLAND PARK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated August 15, 17.51 In the original principal amount of \$230,000.00 from Grantor to Lender, together with all renewals of, extensions of modific cons. of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 7,900%.

Property. The world "Property" means the real property, and all improvements thereon, described all ore in the "Assignment" section.

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

Related Documents. The words "Related Documents" mean and include without firrilation all provides or notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all oth a histruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without firritation 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 collectant 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 Lender.

No Prior Assignment. Grantor has not pre-nously assigned or conveyed the Rents to any other person by any instrument now in force.

No 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 default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is horeby given and granted the following rights, powers and authority:

Notice to Taxanta. 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 Lander'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 flable 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

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condition, and also to play all taxes, 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 eleo 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 terms or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent 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 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 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 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. It 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 exidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall buy pay by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any their diparty, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar, person under any federal or state bankruptcy law or law for the reflect of debtors, (b) by reason of any judgment, decree or critical or outliness of the state of the state of the purpose of any certain made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment or of this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, evid Grantor shall be bound by any judgment, decree, order, settlement or son promise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENDER. If Granto: It is to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the F operty, 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 beat interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. At such exponses, 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 by an attender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable by an attender to become due during either (f) this term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) the balance as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amoults. 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 constitued as curing the default so as to bar Lender from any remedy that it otherwise would have that.

DEFAULT. Each of the following, at the option of Lender, shat collisting an event of default ("Event of Default") under this Assignment:

Default on Indebtedness. Failure of Grantor to make any propert 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.

False Statements. Any warranty, representation or statement made or rumished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is false or misleading in any material response either now or at the time made or furnished.

Other Defaults. Fadure of Grantor to comply with any term, obligation, oxive lant, or condition contained in any other agreement between Grantor and Lender.

Insolvency. The dissolution or termination of the Trust, the insolvency of Grantor this appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the performancement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosura, Forfelture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Granter 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 Granter as to the validity or reasonableness of the claim cyclic is the basis of the foreclosure or forefeiture proceeding, provided that Granter gives Lender written notice of such claim and furnishes it selves or a surety bond for the claim autistactory 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.

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereiz ter, Linder 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 entitle "licrobtedness 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 Richts, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In further into 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 afterney-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 riceiver 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 pisceding foraclosure 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.

Walver; 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 Lendor's right to declare a default and exercise its remerice 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 such sum as the court may adjudge reasonable as 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 sustomatic 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. 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 Rolated Documents, constitutes the entire understanding and agreement of the parties as to

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the matters set forth in this Assignment. No attention 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 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 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 Lander. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lander.

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 offunding provision shall be deemed to be modified to be within the invits 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 inurs 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.

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 Minois as to all Indobtedness secured by this Assignment.

Walver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEP BY WAIVES ANY AND ALL RIGHTS OF REDEMPTION 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 JR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS Assignment.

Walvers and Conseits. I ander 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 Lander. No delay or omission on the part of Lander 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 Lander and Grantor, shall conzulus a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lander is required in this issignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such or maint is required.

GRANTOR'S LIABILITY. This Assignment is secured 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 as all Trustee (and Grantor thereby warrants that it possesses hill power and authority to execute this instrument), and it is expressly understood and greed that notining in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interist hat may accrue thereon, or any other Indebtedness under this Assignment, or to perform any occurrent either express or implied contained in this issignment, all such liability, it any, being expressly waved by Lender and by every person now or hereafter claiming any right or security under this Assignment, 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 Ir def techness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the Een created by this Assignment in any invariner provided in the Note and herein or by action to enforce the personal habity of any currentor.

FIRST NATIONAL BANK OF EVERGREEN PARK ACKNOWLI DGES IT HAS READ ALL THE PROVISIONS OF THIS ASSIGNMENT AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS "AL'SED THIS ASSIGNMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFD ED."

GRANTOR:

FIRST NATIONAL BANK OF EVERGREEN PARK	
TRUST OPRICES & SENTOR VICE Pr	esident Attest: Dangy Rodificio
CORPORATE ACKNOWLED GNIENT	
STATE OF Illinois	* Joseph C. Fanelli, Sr. Vice President & Trust Officer ** Nancy Rodighiero, *** shant Trust Officer
COUNTY OF Cook	
OF FIRST MATIONAL BANK OF EVERGREEN PARK,	, 19 th , before me, the undersigned Notary Public personally appeared TRUST OFFICER and known to me to be an authorized agent of the corputation, that executed the Assignment of
Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bytaws or by resolution of its board of directors, for the uses afficient mentioned, and on oath stated that he or she is authorized to see the this Assignment and in fact executed the Assignment on better of the corporation.	
Notary Public In and for the State of Illinois	"OFFICIALIASEAN" 3101 V. 95th Street, Evergicen Park, IL
Motary Public in and for the State of	