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FOSTER BANK
5225 North Kedzie Avenue
Chicago, Illinois 60625
(312) 588-7700 "LENDER"

ASSIGNMENT OF RENTS

DEPT-01 RECORDING 125.50
T49922 TRAM 566 09/13/94 09148100
1950.6.0W 4-94-797778
COOK COUNTY RECORDER

GRANTOR Hak Dong Im Hyuk Yang Im	BORROWER Hak Dong Im
ADDRESS 5348 N. Virginia Chicago, IL 60625 TELEPHONE NO. 312-989-6722	ADDRESS 5348 N. Virginia Chicago, IL 60625 TELEPHONE NO. 312-989-4719
IDENTIFICATION NO.	IDENTIFICATION NO.

31797778

RENTILE SERVICES 29-4520 e 135047

OFFICER INITIALS	INTEREST RATE	PRINCIPAL AMOUNT/CREDIT LIMIT	FUNDING AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
KSK	9.500%	\$15,000.00	09/08/94	09/08/97		0000107983

- ASSIGNMENT.** In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), Grantor absolutely assigns to Lender all of Grantor's interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property described in Schedule A which is attached to this Agreement and incorporated herein by this reference and any improvements located thereon (the "Premises") including, but not limited to, the leases described on Schedule B attached hereto and incorporated herein by reference. This Assignment is to be broadly construed and shall encompass all rights, benefits and advantages to be derived by the Grantor from the Leases including, but not limited to all rents, issues, income and profits arising from the Leases and renewals thereof, and all security deposits paid under the Leases. This Assignment is an absolute assignment rather than an assignment for security purposes only.
- MODIFICATION OF LEASES.** Grantor grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Lease upon such terms as Lender may determine.
- COVENANTS OF GRANTOR.** Grantor covenants and agrees that Grantor will:
 - Observe and perform all the obligations imposed upon the landlord under the Leases.
 - Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.
 - Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments.
 - Refrain from modifying or terminating any of the Leases without the written consent of Lender.
 - Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.
- REPRESENTATIONS OF GRANTOR.** Grantor represents and warrants to Lender that:
 - The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
 - Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.
 - No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.
 - Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.
 - Grantor has the power and authority to execute this Assignment.
 - Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.
- GRANTOR MAY RECEIVE RENTS.** As long as there is no default under the Note described above, the Mortgage securing the Note, this Agreement or any other present or future obligation of Borrower or Grantor to Lender ("Obligations"), Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.
- DEFAULT AND REMEDIES.** Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from the Premises, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property and the management and operation of the real property. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of those actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attorneys' fees, legal expenses, and other costs, shall become part of the indebtedness secured by the Mortgage and for which this Assignment is given.
- POWER OF ATTORNEY.** Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the real property and improvements under this Assignment, to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the real property and improvements as Lender may deem proper. The receipt by Lender of any rents, income or profits under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.
- BENEFICIAL INTEREST.** Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, legal expenses, and reasonable attorneys' fees shall be secured by the Mortgage and for which this Assignment was given. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.
- NOTICE TO TENANTS:** A written demand by Lender to the tenants under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Grantor. Grantor hereby releases the tenants from any liability for any rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.
- INDEPENDENT RIGHTS.** This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment is in addition to the Mortgage and shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage.

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11. **MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. Grantor waives any right to a jury trial which Grantor may have under applicable law.

12. **RENEWAL OR EXTENSION OF MORTGAGE.** In the event the maturity date of the Note and Mortgage is extended because of a modification, renewal or extension of the secured indebtedness, this assignment shall be automatically extended to the new maturity or extension date and shall be enforceable against Grantor and Borrower on a continuous basis throughout all renewal and extension periods until such time as the underlying indebtedness has been retired and paid in full.

13. **NOTICES.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing from time to time.

14. **SEVERABILITY.** If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

15. **COLLECTION COSTS.** If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

16. **MISCELLANEOUS.**

- a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.
- b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.
- c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in the address of the real property in the event of any legal proceeding under this Agreement.
- e. This Agreement is executed for PERSONAL purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

17. **ADDITIONAL TERMS.**

2nd mortgage against the residential property located at 5368 N. Virginia, Chicago, IL 60621

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GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: SEPTEMBER 1, 1994

GRANTOR: Hak Bong Im

GRANTOR: Hyuk Yang Im

Hak Bong Im
Hak Bong Im
Husband (As Joint Tenants)

Hyuk Yang Im
Hyuk Yang Im
Wife (As Joint Tenants)

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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State of _____)
Blk of _____)

County of _____) ss.

County of _____) ss.

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ personally known to me to be the same person _____ whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the said instrument as _____ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this _____ by _____
_____ as _____
_____ on behalf of the _____

Given under my hand and official seal, this _____ day of _____

Given under my hand and official seal, this _____ day of _____

Notary Public

Notary Public

Commission expires: _____

Commission expires: _____

SCHEDULE A

The street address of the Property (if applicable) is: 5348 N. Virginia
Chicago, IL 60625

Permanent Index No.(s): 13-12-112-023

The legal description of the Property is:

LOT 316 (EXCEPT THE SOUTHERLY 14 FEET THEREOF) AND LOT 315 (EXCEPT THE NORTHERLY 2 FEET THEREOF) IN WILLIAM H. PATRIGAN'S BUDLONG WOODS GOLF CLUB ADDITION NUMBER 2, BEING A SUBDIVISION OF THAT PART LYING EAST OF THE SANITARY DISTRICT RIGHT OF WAY OF THE SOUTH HALF (S1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 12, TOWNSHIP 40 NORTH, RANGE THIRTEEN (13) EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH THIRTY-THREE (33) FEET TAKEN FOR STREET) IN COOK COUNTY, ILLINOIS.

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SCHEDULE B

This document was prepared by: Gina Suh, Foster Bank, 5225 N. Kedzie Ave., Chicago, IL 60625
After recording return to Lender.

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Property of Cook County Clerk's Office

6/1/2010

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage 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 Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

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 Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (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 Mortgage 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 Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

FINAL MATURITY DATE. UNLESS OTHERWISE AGREED IN WRITING BY LENDER AND BORROWER, ALL INVOLVING LOANS OUTSTANDING UNDER THE AGREEMENT ON OR AFTER 8/1/97 (THE "MATURITY DATE") TOGETHER WITH INTEREST THEREON, MAY BE DECLARED DUE AND PAYABLE ON DEMAND. IN ANY EVENT, ALL LOANS BORROWED UNDER THE AGREEMENT PLUS INTEREST THEREON MUST BE REPAYED BY 8/1/97 (THE "FINAL MATURITY DATE").

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

GRANTOR:

X Steven P. Miriani
STEVEN P. MIRIANI

This Mortgage prepared by: LASALLE BANK NORTHBROOK
1200 SHERMER ROAD
NORTHBROOK, ILLINOIS 60062

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook) ss



On this day before me, the undersigned Notary Public, personally appeared STEVEN P. MIRIANI, to me known to be the individual described in and who executed the Mortgage, and acknowledged that he or she signed the Mortgage as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 20th day of August, 1994.
By Lynn Lauke Residing at _____
Notary Public in and for the State of Illinois My commission expires _____

9-1797785

Cook County Clerk's Office

UNOFFICIAL COPY CONDOMINIUM RIDER

This CONDOMINIUM RIDER was made this 20th day of August, 1994, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to FARMERS BANK NORTHBRIDGE (the "Lender") of the same date and covering the Property described in the Security Instrument and located at
1151-K W. EDDY COURT UNIT F-11, CHICAGO, Illinois 60657

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as

EDDY COURT TOWNHOMES

(the "Condominium Project") if the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant as follows:

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents, the "Constituent Documents," and the (i) Declaration or any other document which creates the Condominium Project, (ii) by laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property, and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

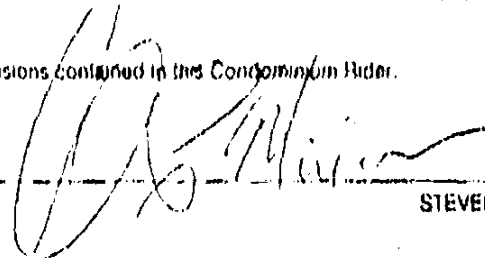
(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.



(Seal)

STEVEN P. MIRIANI-Borrower

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EXHIBIT A

PARCEL 1:

(UNIT F-11) THAT PART OF LOTS 1 TO 3 AND THE EAST 8 FEET OF LOT 4, TAKEN AS A TRACT, IN BLOCK 3 IN ERNEST J. LEHMANN'S SUBDIVISION OF LOT 4 IN ASSESSOR'S DIVISION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT RAILROAD RIGHT-OF-WAY), DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 58 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID TRACT FOR A DISTANCE OF 32.50 FEET, THENCE NORTH 00 DEGREES 01 MINUTES 55 SECONDS WEST 10.37 FEET, THENCE NORTH 21 DEGREES 20 MINUTES 00 SECONDS EAST 103.21 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE NORTH 21 DEGREES 20 MINUTES 00 SECONDS EAST 3.44 FEET, THENCE NORTH 00 DEGREES 01 MINUTES 11 SECONDS EAST 15.50 FEET TO A POINT IN THE NORTH LINE OF SAID TRACT 71.37 FEET EAST OF THE NORTHWEST CORNER OF SAID TRACT, THENCE SOUTH 89 DEGREES 58 MINUTES 47 SECONDS EAST ALONG SAID NORTH LINE A DISTANCE OF 34.89 FEET TO THE NORTHEAST CORNER OF SAID TRACT, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT AN ARC DISTANCE OF 30.58 FEET TO A POINT IN A LINE BEING SOUTH 68 DEGREES 45 MINUTES 47 SECONDS EAST 27.58 FEET FROM THE POINT OF BEGINNING, THENCE NORTH 68 DEGREES 45 MINUTES 47 SECONDS WEST ALONG SAID LINE 27.58 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 22, 1993 AND RECORDED (DECEMBER 11, 1993) AS DOCUMENT NUMBER 03017451 FOR PEDESTRIAN AND FIREWORK ACCESS AND EGRESS ONLY AND UPON THE FOLLOWING DESCRIBED PROPERTY:

VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 1 AND 3 IN BLOCK 3 IN ERNEST J. LEHMANN'S SUBDIVISION OF LOT 4 IN ASSESSOR'S DIVISION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT RAILROAD RIGHT-OF-WAY) IN COOK COUNTY, ILLINOIS.

Commonly known as 1151-K West Eddy Street, Chicago, Illinois.

PIN 14-20-401-010

94797755
Office