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Park National Sank and Trust of Chicago 2008 N. Milwaukse Ave Chicago, IL. 80618

COOK COUNTY ILLINOIS
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WHEN RECORDED MAIL TO:

Park National Bank and Trust of Chicago 2556 N. Milweukse Ave Chicago, IL 40616 94964320

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SEND TAX NOTICES TO:

Park Netternal Benk and Trust of Chicago 2988 N. Milwaukee Ave Chicago, IL 80018

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF REWTO IS DATED NOVEMBER 4, 1994, between Andrew Siezak, a/k/a Andrzej Siezak, married to Maria Siezak, whose address is 1828 Weeg Way, Park Ridge, it. 60068 (referred to below as "Grantor"); and Park National Bank and Trust of Chicago, whose address is 2958 N. Milwaukee Ave, Chicago, it. 60618 (referred to below as "Lends/").

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:

LOTS 14 AND 15 IN BECK'S ADDITION TO LOGAN SQUARE A SUBDIVISION OF LOTS 1 TO 6 INCLUSIVE, IN THE SUBDIVISION OF LOT 4 IN KIMBALL'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTH WEST 1/4 AND THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT 25 ACRES IN THE NORTH EAST CORNER) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 3722 W. Wrightwood, Chicago, IL 60647. The Real Property tax identification number is 13-26-312-031.

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 reference 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 Londor, 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 limitation any of the Events of Setaul 1 set forth below in the enction that "Events of Default."

Grantor. The word "Grantot" means Andrew Slozak.

Indebtedness. The word "indebtedness" means all principal and interest physible under the Note and any amounts expended or edvanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enterce obligations of Grantor ander 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 tiabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or tweetter 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 otherwise unenforceable.

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

Note. The word "Note" means the promissory note or credit agreement dated November 4, 1994, in the original principal amount of \$100,000.00 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 9.000%.

Property. The word "Property" means the rest 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 Delinition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security egreements, 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 "Rants" means all rents, revenues, income, issues, profits and proceeds 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 INDESTEDNESS 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:

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(Continued)

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 shicitly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rants 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 collected 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 emitted to receive the Rents tree 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 previously 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 ω provided in this Agreement.

LENDER'S RIGHT TO COLLECT BENTS. Lender shall have the right at any time, and even though no default shall have prounted under this Assignment, to collect and receive the Rems. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Under may send notices to any and all tenants of the Property advising them of this Assignment and directing all Kents to be paid directly to London or number's agent

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the fenants or from any other persons liable therefor, all of the Property; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to ecover possession of the Property; collect the Renis and remove any 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 the equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessment and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compilance with Laws. Londer may do any and at 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 griver invental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term 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 itents.

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 stood of Grantor and to have all of the powers of are after 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 office 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. If Grantor pays all of the Indebtedness when due and otherwise performs all the objections imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable shift and of this Assignment and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Rents and the Property. Any termination tea required by law shall be paid by Grantor, it permitted by applicable law. It, however, payment is made by Grantor, whether voluntarily or otherwise, or by guaranter or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that permitting trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason, or any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any reference or any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and 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, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENDER. If Grantor fails 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 Property. 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 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 expenses, 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 as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remody that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an 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, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. It such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within tiffeen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, to tayor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or any of the Related

Palse Statements. Any warranty, representation or statement made or furnished to Lender by or an buball of Grantor under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

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

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's explance as a going besiness, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workent, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfetture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, suppassession or any other method, by any creditor of Grantor or by any governmental agency agenral any of the Property. However, this subsection shall not apply in the event of a rood faith dispute by Grantor as to the validity or reasonablerose of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Grantor gives Lander written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lander.

Events Affecting Quaranter. Any of the preceding events occurs with respect to any Guaranter of any of the Indebtodness or such Guaranter dise or becomes income and. Lender, at its option, may, but shall not be required to, permit the Guaranter's estate to assume unconditionally the obligations arising uncountry in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably come itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Delault 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, wi hout notice to Grantor, to take possession of the Property and collect the Botis, including amounts past due and unpaid, and apply the net process, 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 Lender, then Grantor Irrevocably designates Lender as Grantor's normal-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the process. Payments by tenants or other users to Lender in response to Lender's demand shall sallely the obligations for which the payments are made, what are not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by again, or the ough a receiver.

Mortgages in Possession. Lender shall have the right to be placted an mortgager 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 proceeding foreclasses or sale, and to collect the Rente 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. Lunder shall have all allies rights and remedies provided in this At agric with or the Note or by law.

Wather; Election of Residue. A water by any party of a breach of a provision of the Lastgament shall not constitute a water of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Londor to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to purform an obligation of Grantor under this Assignment after tailure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. In Lender institutes any suit or action to enforce any of the terms of his Assignment, Londer shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Wilether 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 differential process. It is interest or the differential the local shall become a part of the Indebtedness payable on domand and shall bear interest from the dute of expenditure until raptid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits under explicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' trea for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or (njunction), appeals and any anticipated post-judgment collection services, if in the extent permitted by applicable law. Granter 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 Decuments, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

No Modification. Granter shall not enter into any agreement with the holder of any mortgage, doed of truet, 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. Granter shall neither request not accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction linds any provision of this Assignment to be invalid or unenforceable as to any person or circumstances, 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 banelli 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 ferbearance or extension without releasing Grantor from the obligations of this Assignment or Irability under the Indebtedness.

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

Waiver of Homestead Exemption. Grantor housby releases and waives all rights and benefits of the homestead exemption laws of the State of thinois as to all indubtodates secured by this Assignment.

Walvers 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, 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 Assignment, the granting of such consent by Lender in any instances where such continuing consent to subsequent instances where such consent in regulators.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS.
GRANTOR: ()
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Andrew Slezak
INDIVIDUAL ACKNOWLEDGMENT
STATE OF (A)
COUNTY OF COUNTY
On this day before me, the undersigned Notary Public, personally appeared Andrew Stezak, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or time signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.)
Given under my haild and official seal this By Pasiding at 7824 (V) Felicity of the seal this
By Pasiding at 7824 (V) Religion to by the
Netary Public in and for the State of ACC My commission expires 11-25-96

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"OFFICIAL SEAL"
Andrew F. Maggio, Jr.
Notzzy Public, State of Illinois
My Geromission Expires 11/25/96

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