

UNOFFICIAL COPY

ASSIGNMENT OF RENTS

94097647

THIS ASSIGNMENT OF RENTS IS DATED JANUARY 20, 1994, between EDISON CONSTRUCTION COMPANY (AN ILLINOIS CORPORATION), EDISON LUMBER CO. (AN ILLINOIS CORPORATION) AND EDISON SERVICE CO. (AN ILLINOIS CORPORATION), JOINTLY AND SEVERALLY, whose address is 6959 NORTH MILWAUKEE AVENUE, NILES, IL 60714 (collectively referred to below as "Grantor"); and FIRST NATIONAL BANK OF NILES, whose address is 7100 WEST OAKTON STREET, NILES, IL 60714 ("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, \$31.50

SEE ATTACHED

STATE OF ILLINOIS
T95555 TRAN 1462 01/28/94 13:58:00
\$9816 & * - 94 - 097647
COOK COUNTY RECORDER

The Real Property or its address is commonly known as 6959 NORTH MILWAUKEE AVENUE, NILES, IL 60714. The Real Property tax identification numbers are 10-31-206-010 and 10-31-205-015.

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.

Borrower. The word 'Borrower' means EDISON CONSTRUCTION COMPANY (AN ILLINOIS CORPORATION), EDISON LUMBER CO. (AN ILLINOIS CORPORATION) AND EDISON SERVICE CO. (AN ILLINOIS CORPORATION), JOINTLY AND SEVERALLY.

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.

Indebtedness. The word 'Indebtedness' means all of Borrower's obligations and indebtedness to Lender 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. Specifically, without limitation, this Assignment secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within twenty (20) years from the date of this Assignment to the same extent as if such future advance were made as of the date of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note and Related Documents. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, together with all interest thereon.

Lender. The word 'Lender' means FIRST NATIONAL BANK OF NILES, its successors and assigns.

Note. The word 'Note' means the promissory note or credit agreement dated January 20, 1994, in the original principal amount of \$1,900,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings or consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 6.000% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate equal to the index, resulting in an initial rate of 6.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

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, assignments of rents 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.

31-50

7491367
A-1
Rum

94097647

UNOFFICIAL COPY

11/11/11

Property of Cook County Clerk's Office

94007617

THIS ASSIGNMENT IS GIVEN TO SECURE (1) THE OBLIGATIONS OF LENDER UNDER THE NOTE AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE ASSIGNMENT, AND THE RELATED DOCUMENTS.

THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives any and all rights and defenses arising by reason of (a) any 'one-action' or 'anti-deficiency' law, or any other law that may prevent Lender from bringing any action or claim for deficiency against Grantor, (b) any election of remedies by Lender which may limit Grantor's rights to proceed against any party indebted under the Note, or (c) any disability or defense of any party indebted under the Note, any other guarantor or any other person by reason of cessation of the Indebtedness due under the Note for any reason other than full payment of the Note.

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:

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 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 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 hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of Lender's Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

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

2007-17

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and in 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 and Borrower'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 Borrower pays all of the Indebtedness when due and Grantor otherwise performs all the obligations imposed upon Grantor under this Assignment, the guaranty from Grantor to Lender, if any, 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 evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

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 remedy that it otherwise would have had.

DEFAULT. An Event of Default under the Loan Agreement dated January 20, 1994 between Borrower and Lender, as it may be amended from time to time, shall constitute an event of default ("Event of Default") under this Assignment.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default which remains continuing after any applicable grace period 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 Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgages in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee 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 disqualify a person from serving as a receiver.

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

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver 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.

UNOFFICIAL COPY

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

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 neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending 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.

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

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 Assignment.

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

GRANTOR:

EDISON CONSTRUCTION COMPANY

BY: Scott Lombardo
ITS: President

EDISON LUMBER CO.

BY: Scott Lombardo
ITS: President

EDISON SERVICE CO.

BY: Scott Lombardo
ITS: President

51307617

UNOFFICIAL COPY

Property of Cook County Clerk's Office

This Assignment prepared by and after recording return to:

CROWLEY BARRETT AND KARABA
20 S. CLARK STREET
CHICAGO, IL 60603

CORPORATE ACKNOWLEDGMENT

STATE OF Ill
COUNTY OF Cook) 88

On this 12 day of Nov, 1988, before me, the undersigned Notary Public, personally appeared _____, AUTHORIZED OFFICER of each of EDISON CONSTRUCTION COMPANY (AN ILLINOIS CORPORATION), EDISON LUMBER CO. (AN ILLINOIS CORPORATION) AND EDISON SERVICE CO. (AN ILLINOIS CORPORATION) and known to me to be an authorized agent of the corporations that executed the above instrument and acknowledged the above instrument to be the free and voluntary act and deed of the corporations, by authority of its Bylaws or by resolution of their respective boards of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the above instrument and in fact executed the above instrument on behalf of the corporations.

By [Signature]
Notary Public

NOTARIAL PUBLIC
My Commission Expires 01/25/94

IN WITNESS WHEREOF I HAVE HEREON SET MY HAND AND SEAL

Property of Cook County Clerk's Office

54007617

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

9 4 0 0 7 4 7

EXHIBIT A

LEGAL DESCRIPTION

THAT PART OF LOTS 12 AND 14 IN THE ASSESSOR'S DIVISION OF FRACTIONAL NORTHWEST 1/4 OF FRACTIONAL SECTION 31, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE CENTER LINES OF MILWAUKEE AVENUE AND HARTS ROAD; RUNNING THENCE NORTHEASTERLY 159.8 FEET ALONG THE CENTER LINE OF HARTS ROAD, TO THE SOUTHWESTERLY LINE OF JANE MIRANDA'S RESERVH; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE 258.7 FEET; THENCE SOUTHWESTERLY 152.65 FEET TO A POINT IN THE CENTER LINE OF MILWAUKEE AVENUE 261.7 FEET SOUTHEASTERLY OF THE PLACE OF BEGINNING; THENCE NORTHWESTERLY 261.7 FEET ALONG THE CENTER LINE OF MILWAUKEE AVENUE TO THE PLACE OF BEGINNING (EXCEPT FROM SAID TRACT THE NORTHWESTERLY 30 FEET THEREOF OCCUPIED AS HARTS ROAD AND THE SOUTHWESTERLY 30 FEET THEREOF OCCUPIED AS MILWAUKEE AVENUE

PIN 10-31-206-010 and 10-31-206-015

Address: 6959 N. Milwaukee Ave., Niles, IL

94007617

UNOFFICIAL COPY

Property of Cook County Clerk's Office

91007611