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RECORDATION REQUESTED BY:

Bank of Hillside
P.O. Box 886
Hillside, IL 60162

COOK COUNTY, ILLINOIS
FILED FOR RECORD

WHEN RECORDED MAIL TO:

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Bank of Hillside
P.O. Box 886
Hillside, IL 60162

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MARCH 8, 1994, between Maywood-Proviso State Bank, as Trustee, whose address is 411 Madison Street, Maywood, IL 60153 (referred to below as "Grantor"); and Bank of Hillside, whose address is P.O. Box 646, Hillside, IL 60162 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

LOTS 112, 113, 114 & 115 IN GEORGE F. NIXON AND COMPANY'S TERMINAL ADDITION TO WESTCHESTER, BEING A SUBDIVISION OF (EXCEPT THE CHICAGO MADISON AND NORTHERN RAILROAD AND THE ILLINOIS CENTRAL RAILROAD) THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 9901 Derby Lane, Westchester, IL 60154. The Real Property tax identification number is 15-21-204-027-0000, 15-21-204-028-0000, 15-21-204-029-0000 and 15-21-204-030-0000.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

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

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 Maywood-Proviso State Bank, Trustee under that certain Trust Agreement dated February 3, 1994 and known as Maywood-Proviso State Bank, Trust 19817.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means Bank of Hillside, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated March 8, 1994, in the original principal amount of \$50,000.00 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 8.500%.

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

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

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR 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 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, 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 this 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,

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rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

may deem appropriate.

Grantor hereby authorizes and empowers the undersigned, his heirs, assigns, agents or attorneys-in-fact, to collect and apply the rents, to rent and manage the property, including the collection and application of rents.

and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

REIMBURSEMENT OF RENTALS. All costs and expenses incurred by Lender in connection with the Property shall be for Lender's account and Lender may

er, any such Points received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures by Lender under this Assignment and not reimbursed from the Points shall become a part of the Indebtedness secured by the Assignment and

PERFORMANCE. If Grantor pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Agreement, the Note, and the Related Documents, Grantor shall execute and deliver to Grantee a Certificate of Satisfaction of Obligations.

any amount shall be paid by Grantor, if permitted by applicable law.

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. Lender shall not be required to, taking any action that Lender deems appropriate, or any action in protecting a continuing right would attach Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, make 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.

and be applied 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

as to which Land A may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to

... shall constitute an event of default (Event of Default) under this Assignment:

RESPONSE: I have no other harm, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Related Documents is, or all the documents or furnished was, false in any material respect.

insolvency. The insolvency of Grantor, and, in part, of a receiver for any part of Grantor's property, are not sufficient for the purpose of this Act.

...the death of

other method, by any creditor or creditor or by any government agency against any of the Property. However, this subsection shall not apply

...proceeding, provided that Grantor gives Lender written notice of such claim and Lender reserves or a surety bond for the claim satisfactory to

or becomes incompetent.

AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default, and at any time thereafter, Lender may exercise any one or the following rights and remedies, in addition to any other rights or remedies provided by law:

For the 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.

Property and collect the Rents, including amounts due and unpaid, and apply the net proceeds, over and above Landlord's costs, against the indebtedness. In furtherance of this right, Landlord

tor and to negotiate the same and collect the proceeds. Payments by tenants or other users to the landlord are received in payment thereof in the name of the assignee. The assignee is not to be held liable for any debt or liability of the landlord or for any demand made by the landlord or for any demand made by the tenants or other users to the landlord.

under this subchapter shall enter in person, by agent, or through a receiver.

and to collect the Rents from the Property and apply the proceeds, over and above the cost of the recovery, against the individuals,

Employment by a successor employer. Employment by a successor employer shall not disqualify

any right otherwise to demand such compensation with that position or any other position. This Assignment shall not constitute a waiver of or prejudice

Grantor shall not effect Lender's right to declare a default and exercise its remedies under this Assignment.

Whether or not any court action is involved, all reasonable expenses incurred by a party in the prosecution of his interest or the enforcement of his rights shall become a part of the judgment.

without limitation, however subject to any limits under applicable law, London's attorneys' fees and London's legal expenses whether or not a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or renege on obligations) or otherwise, shall be recoverable by the Debtor from the Debtor's estate.

to the extent permitted by applicable law. Grantor also will pay any court costs, in

PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

any or parties sought to be charged or bound by the alteration or amendment.

...and continued in accordance with the laws of the State of Illinois.

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... 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 this 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 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 instance shall not constitute continuing consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing 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 interest that may accrue thereon, or any other indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived 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 indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor.

MAYWOOD-PROVISO STATE BANK ACKNOWLEDGES IT HAS READ ALL THE PROVISIONS OF THIS ASSIGNMENT AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR:

Maywood-Proviso State Bank

By: _____

Trust Officer

Assistant Secretary

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

) ss

COUNTY OF COOK

On this 8th day of March, 19 94, before me, the undersigned Notary Public, personally appeared Trust Officer of Maywood-Proviso State Bank, and known to me to be an authorized agent of the corporation 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 Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By: _____

Notary Public in and for the State of ILLINOIS

Residing at 411 MADISON, MAYWOOD, IL 60153

My commission expires 10/26/97

SPECIAL SEAL
Notary Public, State of Illinois
Commission Expires 10/26/97

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