UNOFFICIAL COPY ...

RECORDATION REQUESTED BY:

FIRST SUBURBAN NATIONAL BANK 150 S. FIFTH AVENUE MAYWOOD, IL 60153

94267849

WHEN RECORDED MAIL TO:

FIRST SUBURBAN NATIONAL BANK 150 S. FIFTH AVENUE MAYWOOD, IL 60153

SEND TAX NOTICES TO:

FIRST SUBURBAN NATIONAL BANK 150 B. FIFTH AVENUE MAYWOOD, IL 60153 . DEPT-01 RECORDING

\$25.5ú

T60012 TRAN 6856 03/24/94 09:25:00

\$1364 \$ SK #-94-267849

COOK COUNTY RECURDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 10, 1994, between MAYWOOD PROVISO STATE BANK TRUST #6584, who are address is 411 MADISON ST., MAYWOOD, IL 60153 (referred to below as "Grantor"); and FIRST SUBURBAN (A TONAL BANK, whose address is 150 S. FIFTH AVENUE, MAYWOOD, IL 60153 (referred to below as "Lender").

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

LOT THIRTY-FIVE (35), LCT THIRTY SIX (36), LOT THIRTY-SEVEN (37), IN BLOCK SIXTY TWO (62) IN MAYWOOD SUBDIVISION OF THE SOUTH HALF (1/2) OF THE SOUTHWEST QUARTER (I/4) OF SECTION 2, THE WEST HALF (1/2) OF SECTION 11, AND THE NORTHWEST QUARTER (I/4) OF SECTION 14, ALL IN TOWNSHIP 39 NORTH, RANGE 2, EAST OF THE THIRD PRINCIPAL MERIDIAN

The Real Property or its address is commonly known as 120 SO. 5TH AVE., MAYWOOD, IL 60153. The Real Property tax identification number is 15 11 148 020 & 021 VO...132.

DEFINITIONS. The following words shall have the following mca lings 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 Cents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

Existing Indebtedness. The words "Existing Indebtedness" mean at existing obligation which may be secured by this Assignment with an account number of 01 38034 05 to CRAGIN FEDERAL SAVING'S AND LUA's described as: MORTGAGE LOAN DATED OCTOBER 8, 1986 FOR \$35,000.00 AND RECORDED AS DOCUMENT #3573264. The existing obligation has a current principal balance of approximately \$32,000.00 and is in the original principal amount of \$35,000.00. The obligation has the following payment terms: 300 PMTS. AT 349.39.

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 TRUST #6384, T ustee under that certain Trust Agreement dated April 15, 1985 and known as MAYWOOD PROVISO STATE BANK TRUST #6584.

Indebtedness. The word "Indebtedness" means all principal and interest payable under to 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 FIRST SUBURBAN NATIONAL BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated February 10, 1994, in the criginal principal amount of \$19,265.07 from Grantor to Lender, together with all renewals of, extensions of, modifications of, rifinarizings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate upon an index. The index currently is 6,000% per annum. The interest rate to be applied to the unpaid principal balance of this Asskrim nt shall be at a rate of 2,000 percentage point(s) over the index, subject however to the following minimum and maximum rates, resulting in an initial rate of 8,000% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be less than 6,500% per annum or more than (except for any-higher default rate shown below) the lesser of 12,000% per annum or 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, guaranties, 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 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 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. Granter is entitled to receive the Rents free and clear of all rights, loans, itens, 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. Granter will not sell, assign, encumber, or otherwise dispose of any of Granter'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:

UNOFFICIAL COPY

Charles Service

Property of Cook County Clerk's Office

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, rules, orders, orders, orders, 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 Agenta. 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 in 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 following 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 (see yed by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this resignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with inferest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Granter days all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related F journents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file pridencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor. Upermitted by applicable taw.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, including any obligation to maintain Existing Indebtedness in good standing as required below 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 reall 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 charge of 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 driving 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 to activate as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitue 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, coverant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and if Granfor has not been given a notice of a breach of the same provision of this Assignment within the proceding twelve (12) months, it may be cured (and notice of Default will have occurred) if Granfor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within (nic) (20) days; or (b) if the cure requires more than thirty (30) days, immediately initiates steps sufficient to cure the failure and thereafter confiniter and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by 7, on behalf of Grantor under this Assignment, the Note or the Belated Documents is, or at the time made or furnished was, false in any material respect.

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

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's properly, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or again. Crentor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by tederal law or Illinois law, the death of Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, Forfetture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial recovering, sett-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good taith dispute by Grantor as to the validity or reasonableness of the claim which is the best of the foreclosure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety oc id for the claim satisfactory to lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indicitations or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to a cure unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender reasonably deems itself insecure.

Existing Indebtedness. A detault shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default 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, without notice to Grantor, 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 turtherance 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-lact 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 collegations 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 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 mortgages in possession or receiver may serve without bond if permitted by taw. 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 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

618292PA

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNO FASSIMENT FENS PY

recover attorneys' tees 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. 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 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 under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. 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. ** 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 stricked and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assign. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the belian 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 his Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGUID OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF (FEACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUPSEQUENT 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 projudice 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 right 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 consent to subsequent instances where such consent is required.

GRANTOR'S LIABILITY. This Assignment is executed by Grantor, not perminully 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 titer by 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, c. r. iy other indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if ally, being expressly walved by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grant read 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 TRUST #6584 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 TRUST #6584 Ey:	
STATE OF	KNOWLEDGMENT "OFFICIAL SEAL" ROGER BUCIAK Notary Public, State of Illinols My Commission Expires 10/26/97
Country of Country of My Commission Expires 10/26/97 Assignment of Maywood Proviso State Bank Trust #6564, and known to me to be authorized agents 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 they are authorized to execute this Assignment on behalf of the corporation. Residing at Residing at	
Notary Public in and for the State of	My commission expires ved. [IL -Q14 GARDNER LN]

UNOFFICIAL COPY

Property of Cook County Clerk's Office

94207819