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RECORDATION REQUESTED BY:

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

WHEN RECORDED MAIL TO:

FIRST SUBURBAN NATIONAL BANK 150 S. FIFTH AVENUE MAYWOOD, N. 60163

SEND TAX NOTICES TO:

FIRST SUBURBAN NATIONAL BANK 150 R FIFTH AVENUE MAYWOOD, IL 60153

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COOK COUNTY RECORDER

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## **ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS IS DATED MARCH 28, 1994, between CANAAN AFRICAN METHODIST EPISCOPAL CHUFICH, whose address is 801 SO. 14TH AVE., MAYWOOD, IL 60153 (referred to below as "Grantor"); and FIRST SUBURBAN NATIONAL BANK, whose address is 150 S. FIFTH AVENUE, MAYWOOD, IL 60153 (referred to bely was "Lender").

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

LOTS 121, 122, 123, 124, 164, 661, 162, AND 163 IN MADISON STREET ADDITION, A SUBDIVISION OF PART OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 12, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, I'LLINOIS.

The Real Property or its address is commonly known as 801 SO. 14TH AVE., MAYWOOD, IL 60153. The Real Property tax identification number is 15-10-434-006, is 10-434-007, 15-10-434-008, 15-10-434-009, 15-10-422-025, 15-10-422-026, 15-10-422-034

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 Column ctal 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 Ronts 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 CANAAN AFRICAN METHODIST EPISCO AI. CHURCH.

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 entorce 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

The word "Note" means the promissory note or credit agreement dated March 28, 139%, in the original principal amount of \$300,000.00 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 a variable interest rate based upon an index. The index currently is 6.250% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment 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 8.250% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be less than 8.250% per a norm or 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 "/ast priment" section.

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

credit agreements, loan Related Documents. The words "Related Documents" mean and include without limitation all promissory no les. agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and dr cornents, 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 imitation 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 is 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 sconsent. 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:

ants 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 O 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. Granter 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, Lander 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 tenents or from any other persons table 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 lenant or tenants or other persons

## **UNOFFICIAL COPY**

Marine Coll

Property of Cook County Clerk's Office

CONTRACTOR

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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

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 rani 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 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 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 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 of maild, 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 obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination († 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 or, Grantor, if permitted by applicable law.

EXPENDITURES BY LENDER: If (a stor 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 Gravior. All such expenses, at Lender's option, will (a) be payable on demand. (b) he added to the balance of the Note and be apportioned among and be invable 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 thesi alrounds. 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 during the default so as to bar Lender from any remedy that it otherwise would have sed.

DEFAULT. Each of the following, at the option of Len ler, 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 tirm obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If 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 the 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 thirty (30) days; or (b) if the cure requires more than thirty (30) days, immediately initiates steps sufficient to cure the failure and their after continues 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 or on behalf of Grantor under this Assignment, the Note or the Related 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, cover an), or condition contained in any other agreement between Grantor

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

Foreclosure, Forfetture, etc. Commencement of foreclosure or forfeiture proceedings, which is by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the frequenty. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim unit; is the basis of the foreclosure or forefeiture. proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserved use surely bond for the claim satisfactory to Lender

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

Insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Levid at 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 Indeb edness 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 furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use tees 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 salisty 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 morrgages in possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding forecognus or possession or all or any part of 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 faw. 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 the notice of the Note or by law.

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 of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lander 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 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 indebtachess 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 afterneys' 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 afteration 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 afteration 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 Granter under this Assignment shall be joint and several, and all references to Granter 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. 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 unanforceable 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 enformable

Successors and Assigns. Subject to the !!mitations 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 vected in a person other than Grantor, Lender, without notice to Grantor, may deal with Grentor's successors with reterence to this Assignment and the Indebtedness by way of forbearance or extribition without releasing Grantor from the obligations or this Assignment or liability under the Indebtedness.

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

Walver of Homestead Examption. Grantor hereby releases and waives all rights and benefits of the homestead examption laws of the State of Illinois as to all Indebte line is secured by this Assignment.

Waiver of Right of Red', mp. ion. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES IN AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND CN 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.

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 the 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, ne 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 TERMS.   | BY: TRUSTEE BOARD  |
| GRANTOR:  | By, Chiaritae , in the series  |
| CANAAN AFRICAN METHODIST EPISCOPAL CHURCH   | BY TRUSTEE DOARD   |
| ROBERT L. BAILEY, PASTOR  | RHONDA MEREDITH, ASST. SECRETARY   |
| CORPORATE ACKNOWLEDGMENT  |  |
| be authorized agents of the corporation that executed the As deed of the corporation, by authority of its Bylaws or by res- | OFFICIAL SEAL " JDA L. BAILEY  NO. ARY PUBLIC STATE OF ILLINOIS  MY COMMISSION EXPISES 10/20/96  19 9 1, before me, the understear Notary Public, personally appeared ROBERT L.  RETARY OF CANAAN AFRICAN MET 10/15T EPISCOPAL CHURCH, and known to me to saignment of Rents and acknowledged the Assignment to be the free and voluntary act and colution of its board of directors, for the user and purposes therein mentioned, and on oath not in fact executed the Assignment on behalf of the corporation.  Residing at 60 00 444 600.  My commission expires 1965 01/96 |
| ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.17 (c) 1994 CRI ProServices, I   | inc. All rights reserved. [IL-Q14 CANAANAM.LN]   |

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