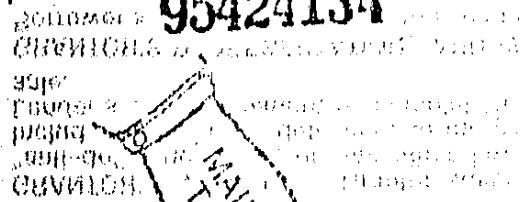


# UNOFFICIAL COPY

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## WHEN RECORDED MAIL TO:

VII Parkway Bank & Trust Company  
4800 North Harlem Avenue  
Harwood Heights, IL 60656

RECORDED IN THE RECORDING OFFICE OF THE  
CIRCUIT AND COUNTY CLERK'S OFFICE OF COOK COUNTY, ILLINOIS, ON JUNE 20, 1985,  
FOR THE USE OF THE PARTIES HERETO.

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This Assignment of Rents prepared by: **Renna Diamond**  
**4800 N Harlem**  
**Harwood Heights, IL 60656**

RECORDED IN THE RECORDING OFFICE OF THE  
CIRCUIT AND COUNTY CLERK'S OFFICE OF COOK COUNTY, ILLINOIS, ON JUNE 20, 1985,  
FOR THE USE OF THE PARTIES HERETO.

## ASSIGNMENT OF RENTS

RECORDED IN THE RECORDING OFFICE OF THE  
CIRCUIT AND COUNTY CLERK'S OFFICE OF COOK COUNTY, ILLINOIS, ON JUNE 20, 1985,  
FOR THE USE OF THE PARTIES HERETO.

THIS ASSIGNMENT OF RENTS IS DATED JUNE 20, 1985, between Ronald Kozli and Irene R. Kozli, whose address is 1730 Lake Eleanor, Deerfield, IL 60615 (referred to below as "Grantor"); and Parkway Bank & Trust Company, whose address is 4800 North Harlem Avenue, Harwood Heights, IL 60656 (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:

The South 67.58 feet of the North 210 feet and the East 135.30 feet (except the north 210 feet thereof) of Block 4 in Ahrensfeld's addition to Morton Grove, a subdivision of Section 41 North of County Clerk's division in the northwest 1/4 of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, (Except that part thereof lying westerly of a line commencing on the north line of the above described property at a point 27.23 feet easterly of the west line of the northwest 1/4 of Section 20, Township 41 North, Range 13 East of the Third Principal Meridian; thence Southerly parallel to said West Line of the said Section 20, Township 41 North, Range 13 East of the Third Principal Meridian, a distance of 67.58 feet to a point 27.23 feet easterly of the West Line of the Northwest 1/4 of Section 20, Township 41 North, range 13 East of the Third Principal Meridian, all in Cook County, Illinois.

The Real Property or its address is commonly known as 8630 Ferris Avenue, Morton Grove, IL 60053. The Real Property tax identification number is 10-20-101-018-0000.

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.

Borrower. The word "Borrower" means Ronald Kozli.

Existing Indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be

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GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Lender's request and not at the request of Lender; (b) Grantor has the full power and right to enter into this agreement; (c) this Assignment is a power of attorney.

Lender's claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one billion" or "any" "one billion" or "any" other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency, whether or not Lender is entitled to a claim for deficiency, before or after "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency, either judicially or by exercise of a power of sale.

TERMS: THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Rents. The word "Rents" 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.

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

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

Note. The word "Note" means the principal amount of \$35,000.00 from Borrower to Lender, together with all renewals of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement per annum. The interest rate is a variable interest rate based upon an index. The index currently is 9.000% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 0.500 percentage point(s) over the index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by law.

Principal amount of \$35,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement per annum. The interest rate is a variable interest rate based upon an index. The index currently is 9.000% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 0.500 percentage point(s) over the index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by law.

Lender. The word "Lender" means Parkway Bank & Trust Company, its successors and assigns.

Grantor may become otherwise unenforceable hereafter as guaranteed as guardian or otherwise, and whether such indebtedness may be or contracted to the purpase of the Note, whether voluntary or otherwise, may be liable individually or jointly with others, unless interest is paid to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or Lender, or any one or more of them, as well as all claims by Lender plus interest accrued, of Borrower to Lender, or any one or more of them, as well as all obligations, debts and liabilities, this Assignment. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender in connection with an account number of 64017-10 to Parkway Bank & Trust Company, including Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Default set forth below in the section titled "Events of Default".

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default".

Secured by this Assignment with an account number of 64017-10 to Parkway Bank & Trust Company approached as: Mortgage loan dated 1/25/95. The existing obligation principal amount of \$1,912,000.00, described as: \$1,899,891.86 and is in the original principal balance of \$1,912,000.00.

Default set forth below in the section titled "Events of Default".

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default".

Secured by this Assignment with an account number of 64017-10 to Parkway Bank & Trust Company approached as: Mortgage loan dated 1/25/95. The existing obligation principal amount of \$1,912,000.00, described as: \$1,899,891.86 and is in the original principal amount of \$1,912,000.00.

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08-20-1995

Loan No. 08-000-000-000-000

## ASSIGNMENT OF RENTS

(Continued)

Page 3

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, liens, 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, 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.

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 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 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 or any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any

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06-20-1995

Loan No. 7151176

## ASSIGNMENT OF RENTS

(Continued)

Page 5

**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 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 Grantor or Borrower, 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 shall have all the rights provided for in the Lender's Right to Collect Section, above. 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.

**Mortgagor in Possession.** Lender shall have the right to be placed as mortgagor 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 conduct 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 mortgagor 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 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 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 such sum as the court may adjudge reasonable as 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 rate provided for in the Note. 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 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.

**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.** 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

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Property of Cook County Sheriff's Office

X Ronald R. Kozlowski  
X Ronald R. Kozlowski  
GRANTOR:

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

GRANTOR'S LIABILITY. This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and authority conferred upon and vested in it as such Trustee (and expressly under the authority to execute this instrument), and it is hereby ratified that nothing in this Assignment 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 liability under the power and authority to do so and agreed that nothing in this Assignment shall be construed as creating any liability to pay the Note or any interest that may accrue thereon, or any liability to enforce the personal liability of any other party to this Assignment.

GRANTOR'S CONSENT. This Assignment is executed in consideration of the grant of such consent by Lender in this Assignment, the grant of which consent by Lender in this Assignment is required to make this Assignment valid and binding between Lender and Borrower, shall constitute a waiver of any of Lender's rights or any course of dealing between Lender and Borrower, shall not constitute by Lender nor any course of dealing between Lender and Borrower, shall not constitute a waiver of or preclude the party's right otherwise to demand strict compliance with this Assignment or any other provision. No prior waiver by Lender or any party of a provision of this Assignment shall operate as a waiver of such right or any other right, on the part of Lender in exercising any right shall not constitute a waiver of any other right. A waiver by any party of this Assignment shall operate as a waiver of such right or any other right, on the part of Lender in writing and signed by Lender. No delay or omission under the terms of this Assignment shall be deemed to have waived any rights under this Assignment or waives and consents. Lender shall not be deemed to have waived any rights under this Assignment.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights or benefits of the homestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

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

Assignments. It ownership of the Property becomes vested in a person other than Grantor, Lender, without notice under the law of the state of residence.

to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of foreclosure or extension without releasing Grantor from the obligations of this Assignment by way of foreclosure or extension.

ASSIGNMENT OF RENTS  
(Continued)

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06-20-1995  
Loan No.

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06-20-1995  
Loan No

## ASSIGNMENT OF RENTS

(Continued)

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### INDIVIDUAL ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_  
) 88

COUNTY OF \_\_\_\_\_ )

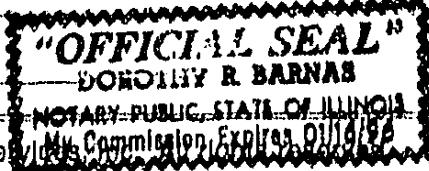
On this day before me, the undersigned Notary Public, personally appeared Ronald Kozil and Irene R. Kozil, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 22nd day of December, 1995.

By \_\_\_\_\_ Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires 1/16/96



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[IL-G14 RONKOZIL.LN C9.OVL]

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