INTERCOUNTY HERENA

UNOFFICIAL COPY

RECORDATION REQUESTED BY: FIRST SUBURBAN NATIONAL BANK 150 S. FIFTH AVE MAYWOOD, IL 60153

95542753

WHEN RECORDED MAIL TO:

FIRST

SUBURBAN

NATIONAL

BANK 150 S. FIFTH AVE

MAYWOOD, IL 60153

DEPT-01 RECORDING

\$29.50

T#0001 TRAN 9350 08/17/95 09:28:00

\$6317 \$ CG *-95-542756

COOK COUNTY RECORDER

SEND TAX NOTICES TO:

FIRST SUBURGUN NATIONAL BANK

150 S. FIFTH AVE

(Space Above This Line For Recording Data)

This Assignment of Rents prepared by:

FIRST SUBURBAN NATIONAL BANK 140 BOUTH 5TH AVENUE MAYWDOD, IL 60153

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED AUGUST 8, 1996, Dayyoon GREGORY D. MONNETT and LISA M MONNETT, HUSBAND AND WIFE, whose address is 11625 S KEYNETH, ALSIP, IL 60658 (referred to below as "Grantor"); and FIRST SUBURBAN NATIONAL BANK, whose addr as is 150 S. FIFTH AVE. MAYWOOD, IL 80153 (referred to below as "Lender").

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

LOT 53 IN HOME CRAFT SUBDIVISION OF THE NORTHEAST 1/4 OF THE ACUTHWEST 1/4 OF SECTION 22 AND THAT PART LYING EAST OF THE CALUMET FEEDER OF THE PEST 1/2 OF SAID SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN. IN COOK COUNTY. ILLINOIS

The Real Property or its address is commonly known as 11825 S KENNETH, ALSIP, IL. 60658. The Real Property tax Identification number is 24-22-333-015.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercia 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 without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means GREGORY D. MONNETT and LISA M MONNETT.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any

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amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lende to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided ! 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 August 8, 1995, in the original principal amount of \$105,750.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreemen The interest rate on the Note is 8.320%. The Note is payable in 360 monthly payments of \$799.67.

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 Deltation" section.

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

Rents. The word "Rents" incans all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, lijetuding 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 GRANTON 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 obligation under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and a long as there is no default under this Assignment. Grantor remain in possession and control of and operat and manage the Property and collect the Rents, provided the the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collecteral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Ronte, Grantor represents and warrants to Londer that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, items, 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 Rights to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, sseign, 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 hereb 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 fiable therefor, all of the Rents; institute and carry on all lega 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 fro 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 0 taxes, assess the Property.

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

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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 d 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 Lende which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made b Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtednes secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until poly.

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 firender a suitable satisfaction of this Assignment and suitable statements of termination any financing statement (2) file evidencing Lender's security interest in the Rents and the Property. Any financing statement (2) file evidencing Lender's security interest in the Rents and the Property. Any financing statement (2) file evidencing Lender's security interest in the Rents and the Property. Any file evidencing Lender's permitted by applicable law. If, however, payment is made by Grantor, whether voluntarity or otherwise, or by guarantor or by any third perty, on the indebtedness and thereafter Lender is forced to remain the amount of that payment (a) to Grantor's trustee in bankruptcy or to an almilar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of an indebtedness and comment or deministrative body having jurisdiction over Lander or any of Lender property, or (c) by reason of any settlement or comprise of any claim made by Lender with any claiment (Includin without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencin the Indebtedness and the Property will continue to become the amount repeld or recovered to the same extent as I that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment. Or the appropriate or the same extent as I that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order

EXPENDITURES BY LENDER. If Grantor falls to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Linder's interests in the Property, Lender on Grantor' behalf may, but shall not be required to, take any action mix Lender deems appropriate. Any amount that Lender expends in so doing will beer interest at the rate charged unon the Note from the date incurred or paid by Lender to the date of repsyment by Grantor. All such expanses, at Lendar's option, will (a) be psychile on demand, (b) be added to the balance of the Note and be apportioned among and be psychile with any installment psyments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, o (c) be treated as a belicon psyment which will be due and psychile (i th) Note's maturity. This Assignment also will secure psyment of these amounts. The rights provided for in this prograph shall be in addition to any othe rights or any remedies to which Lender may be entitled on account of (iii) default. Any such action by Lender shall not be construed as curing the default so as to ber Lender from any remedies to their would have had.

DEFAULT. Each of the following, at the option of Lender, 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 term, 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 Granter 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 no Event of Default will have occurred) if Granter, after Lander sends written notice demanding curs of such failure: (a) cures the failure within thirty (30) days; or (b) if the cure require more than thirty (30) days, immediately initiates steps sufficient to cure the failure and thereefter continues an completes all responsible and necessary steps sufficient to produce compliance as soon as reasonable practical.

False Statements. 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 false or misleading in any material respect, either now or at the time made or furnished.

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

Death or insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankrupicy or insolvency laws by or against Grantor.

Foreclosure, Forfetture, etc. Commencement of foreclosure or forfetture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governments agency against any of the Property. However, this subsection shall not apply in the event of a good falt dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure of forefetture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserva

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or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, 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 manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lander reasonably deems itself insecure.

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 o 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 unpeld, and apply the net proceeds, over and above Lender's costs, smallest the indebtedness. In furtherance of this right, Lender shall have all the rights provide for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, frien Grantor irrevocably designed 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 represented to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any amounts for the demand existed. Lender may exercise its rights under this subparagraph either in paragraph, by agent, or through a receiver.

Mortgages in Possession. Under 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 preserv the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Propert and apply the proceeds, over and solve the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exact whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Engloyment by Lender shall not disqualify a person from serving as 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 pair of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights of arwise to demand strict compilance with that provisio 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 cation to perform an obligation of Grantor under thi Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercis its remedies under this Assignment.

Attorneys' Feee; Expenses. If Lender institutes any suit or riction 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 tees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurre 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 beer interes from the date of expenditure until repeld at the rate provided for in the Note. Expenses covered by this peragraph include, without limitation, however subject to any limits under occilicable law, Lender's attorneys less and Lender's legal expenses whether or not there is a lawsuit, including charmeys fees for bankrupts proceedings (including efforts to modify or vacate any automatic stay of injunction), appeals and an amicipated post-judgment collection services, the cost of searching records, observing title reports (includin foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted b 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 At algument:

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 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 belo 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 no 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 o

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<u>* 08-06-1995</u> Loan No 10003648550

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unenforceable as to any person or circumstance, such finding shall not render that provision invalid o unenforceable as to any other persons or circumstances. If feesible, 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 be stricken and all other provisions of this Assignment in all other respects shall be stricken and all other provisions of this Assignment in all other respects shall be stricken and all other provisions of this Assignment in all other respects shall be stricken. 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 an assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notic to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness b way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liabilit under the indebtedness.

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

Walver of Homestead Exemption. Grantor hereby releases and walves all rights and benefits of the homestead exemption laws of the State of lithols as to all Indebtedness secured by this Assignment.

Walvers and Contents. Lender shall not be deemed to have walved any rights under this Assignment (or under the Relater Documents) unless such walver is in writing and signed by Lender. No delay or omissio on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A walver by any party of D provision of this Assignment shall not constitute a walver of or prejudice the party right otherwise to demond strict compliance with that provision or any other provision. No prior waiver be Lender, nor any course of dealing between Lender and Grantor, shall constitute a walver of any of Lander's rights or any of Grantor's objections as to any future transactions. Whenever consent by Lender is require in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuin consent to subsequent instances where such consent is required.

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GRANTOR:	
GREGORY D. MONNETT	
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LISA M MONNETT	9
INDIVID	DUAL ACKNOWLEDGMEN'
STATE OF IL	"OFFICIAL SEAL" Marianne Ladorma
	1 88 4 Notary Public. State of illitarie is
COUNTY OF Cook	My Commission Expires 9/4/95
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