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THIS DOCUMENT PREPARED BY AND
RECORDATION REQUESTED BY:

BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631

95147298

WHEN RECORDED MAIL TO:

BRICKYARD BANK
6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631

DEPT-03 RECORDING 131.50
BRICKYARD BANK 6676 N. LINCOLN AVENUE
LINCOLNWOOD, IL 60645-3631
COOK COUNTY RECORDS

SEND TAX NOTICES TO:

A.M. REALTY MANAGEMENT CO.
6734 N. LONGMEADOW
LINCOLNWOOD, IL 60646



FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 28, 1995, between A.M. REALTY MANAGEMENT CO., whose address is 6734 N. LONGMEADOW, LINCOLNWOOD, IL 60646 (referred to below as "Grantor"); and BRICKYARD BANK, whose address is 6676 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645-3631 (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:

PARCEL 1: THE NORTH 125 FEET OF THAT PART SOUTH OF THE SOUTH LINE OF PRATT AVENUE OF THE EAST 64 FEET OF THAT PART WEST OF THE WEST LINE OF ASHLAND AVENUE OF LOT 1 IN THE SUBDIVISION OF THAT PART LYING EAST OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILWAY COMPANY OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED MAY 9, 1872 IN BOOK 1 OF PLATS, PAGE 60. PARCEL 2: THE EAST 34 FEET OF LOT 1 MANN'S ADDITION TO ROGERS PARK, BEING A SUBDIVISION IN THE NORTH ONE THIRD (1/3) OF THE NORTHEAST QUARTER (1/4) OF THE SOUTHEAST QUARTER (1/4) OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF CLARK STREET, ALL IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 6748-50 NORTH ASHLAND, CHICAGO, IL 60626. The Real Property tax identification number is 11-31-408-007 & 11-31-408-008.

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

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

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

Grantor. The word "Grantor" means A.M. REALTY MANAGEMENT CO..

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

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plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means BRICKYARD BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated February 28, 1995, in the original principal amount of \$350,000.00 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 10.000%.

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, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, 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.

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 retain 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, loans, 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 all 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 repairs of all equipment, 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.

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Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial agency against any of the Property. 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 which is the basis of the foreclosure or

Death or Insolvency. The dissolution or termination of Grantor's existence as a going business or the death of any partner, 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 bankruptcy or insolvency laws by or against Grantor.

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

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.

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.

Default on Indebtedness. Failure of Grantor to make any payment when due on the indebtedness.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

had.

shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or be added to the balance of the Note and be apportioned among and be payable with any installment payments to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) proceed in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender EXPENDITURES BY LENDER. If Grantor 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 order, settlement or compromise relating to the indebtedness or to this Assignment.

that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, without limitation Grantor, the indebtedness shall be considered unpaid for the purpose of enforcement of this property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any 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 of FULL PERFORMANCE. Grantor pays all of the indebtedness when due and otherwise performs all the expenditure until paid.

Lender under this Assignment and not reimbursed from the Rents shall become a part of the indebtedness which are not applied to such costs and expenses shall be applied to the indebtedness. All expenditures made by 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 APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for any other specific act or thing.

that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact of Grantor for the purposes stated above.

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 Rents.

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 and on such conditions as Lender may deem appropriate.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms affecting 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

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ASSIGNMENT OF RENTS

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

GRANTOR:

A.M. REALTY MANAGEMENT CO.

BY:

MICHAEL LOYFMAN, General Partner

BY:

ALEX LOYFMAN, General Partner

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

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

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

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.

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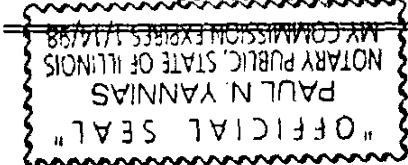
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My commission expires January 4, 1998
Notary Public in and for the State of Illinois

By Paul N. Yannias
Residing at Chicago, Illinois

On this 28th day of February, 1995, before me, the undersigned Notary Public, personally appeared MICHAEL LOYFMAN, General Partner of A.M. REALTY MANAGEMENT CO.; and ALEX LOYFMAN, General Partner of A.M. REALTY MANAGEMENT CO., and known to me to be partners or designated agents of the partnership that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the partnership, by authority of statute or its Partnership Agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the partnership.

STATE OF ILLINOIS)
COUNTY OF COOK) ss

PARTNERSHIP ACKNOWLEDGMENT

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