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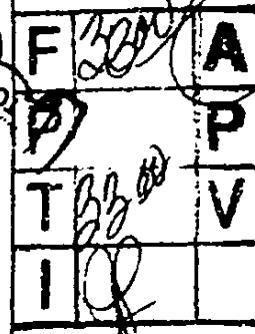
3 of 3

BOX 282

WHEN RECORDED MAIL TO:
Parkway Bank & Trust Company
4800 N. Harlem
Harwood Heights, IL 60656

SEND TAX NOTICES TO:

River Development L.L.C.
7458 N. Harlem Avenue
Chicago, IL 60631



96420612

DEPT-01 RECORDING \$23.00
T#6666 TRAN 2157 06/04/96 10:09:00
#9186 # JM #-96-420612
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: Marianne L. Wagener
4800 N. Harlem Avenue
Harwood Heights, Illinois 60656

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 17, 1996, between River Development L.L.C., whose address is 7458 N. Harlem Avenue, Chicago, IL 60631 (referred to below as "Grantor"); and Parkway Bank & Trust Company, whose address is 4800 N. Harlem, Harwood Heights, IL 60656 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, 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:

See Exhibit A attached hereto and made a part hereof

The Real Property or its address is commonly known as 875 S. Pearson, Des Plaines, IL 60016.
Permanent Index Nos. 09-17-416-005, 008, 009, 010, 011, 020 and 022
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.

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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 River Development L.L.C..

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PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, 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 Rents without 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:

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 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 Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

LENDE**R'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. Lender may send notices to any and all tenants of the Property to demand payment of rents to Lender or Lender's agent.

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:

Note. The word "Lender" means Parkway Bank & Trust Company, its successors and assigns.
Principal amount at \$9,225,000.00 from Promissory note or credit agreement dated May 17, 1996, in the original
modifications of, consolidations of, and substitutions for the promissory note or agreement.
The interest rate is a variable interest rate based upon an index. The index currently is 8.250%
per annum. The interest rate to be applied to the unpaid principal balance of this assignment shall be at a
rate equal to the index, plus, during in an initial rate of 8.250% per annum. NOTICE: Under no circumstances
shall the interest rate on this assignment be 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 "Assignment" section.
Real Property. The words "Real Property" mean the property, interests and rights described above in the
"Real Estate Definition" section.
Related Documents. The words "Related Documents" mean and include without limitation all promissory
notes, credit agreements, loan agreements, assignments, instruments, 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.

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 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 otherwise barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

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ASSIGNMENT OF RENTS (Continued)

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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'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 of 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 by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including, 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 evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if 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.

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 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 provided for in 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 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 these amounts. 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 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 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 within the applicable grace period.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Default in Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or any of the Related Documents.

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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 adjudicate reasonable expenses at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred

As assignee(s) after failure of Grantor to perform shall not affect; Lender's right to declare a default and exercise his remedies under this Assignment.

entitulate a waiver of or prejudice the party's rights otherwise to demand strict compliance with this assignment in that the election by Lender to pursue any remedy shall not excuse pursuit of any other provision of any other provision.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of any other provision of this Assignment or of any subsequent breach of the same provision.

Other Remedies. Leader shall have all other rights and remedies provided in this Assignment, or the Law.

Any aggregate in possession or received without bond if permitted by law. Lenders' rights to the appoinment of a receiver shall exist whether or not the apparet value of the property exceeds the indebtedness by a substantial amount.

the Property, to operate the Property for all or any part of the Power to preserve and apply the proceeds, over and above the cost of the reconstruction, against the indebtedness.

Notarized Agreement Between Person by Ageent, or Through a Receiver. Notarized Agreement between Person by Ageent, or Through a Receiver, may be used in cases where the

for in the Landowner's Right to Collect Section, it is agreed that all the rights provided for in this Article shall have all the rights provided for in the Landowner's Right to Collect Section, above.

Collect Rents. Landlord shall have the right, without notice to Grantee, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above

arreable 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.

Accelerate independence | Endes shall have the right to sue for damages or remedies provided by law;

GHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter

will have occurred) after τ days within $t_{\text{max}} - t_{\text{min}}$ minutes, it may be cured (and no Event of Default will occur) if Grantor, after τ days within $t_{\text{max}} - t_{\text{min}}$ minutes, fails to pay the amount due under the Note or fails to make payment of the principal amount due under the Note.

Right to Cure. If such a failure is curable and if Granular has not been given a notice of a breach of the same provision of this Assignment within 10 days of receiving such notice, Granular may have the cure period extended by 30 days.

Adverse Change. A material adverse change occurs in Granitor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Guarantors, and Guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor to Lender, and in doing so, cure the Event of Default.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or the underlying assets of any Guarantor dies or becomes incompetent, revokes or disputes the validity of, or inability

independence of the validity or reasonableness of the claim which is the basis of the foregoing disclosure or representation as to the novelty or nonobviousness thereof.

proceedings, self-help, telephone, etc. Commencement of or continuation of proceedings, whether by judicial proceeding, self-help, telephone, etc. Commencement of or continuation of proceedings, whether by any other method, by any creditor or grantor or by any government agency or any other party. However, this subsection shall not apply in the event of a good faith agreement by any party to the Proportionate Subsection of this Article.

Grantor's debtors, any assignee under any bankruptcy or insolvency laws by or against Grantor, commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, any creditor's benefit of creditors, any type of credit or workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Death or insolvency. The dissolution (regardless of whether election to continue is made), any withdrawal from the limited liability company or any other termination of Granitor, the insolvency of Granitor, the appointment of a receiver for any part of

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

Under Article 20(1) of the Related Documentation Ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest in any time and for any reason).

Grantor under this Assignment, herby reserves the right to rescind or withdraw this Assignment at any time made or furnished.

False Statements. Any warranty, representation or statement made or furnished by a vendor

ASSIGNMENT OF RENTS (Continued)

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ASSIGNMENT OF RENTS

(Continued)

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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 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. 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. 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 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.

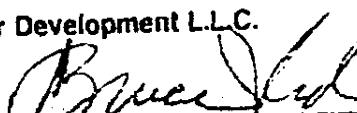
Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

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 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.

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

GRANTOR:

River Development L.L.C.

By: 

Norwood Builders, Inc., BY: Bruce J. Adreani, President, Manager

***RULE OF REASON.** Notwithstanding anything to the contrary set forth in this document, Lender's conduct in all regards must be reasonable relative to attorney's fees and default provisions which do not have specific time periods and other provisions calling for discretion.

PARTIAL RELEASE. Each time a condo unit in the subject property is sold and payment is received by the Lender per its pay off letter, Lender will release said unit from the lien of this Assignment.

By: 

R. Franczek & Associates, Inc., BY: Raymond A. Franczek, President, Manager

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HIL-G14 E3.21 F3.21 P3.21 RIVERDEVLN RI0.OVL

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/5/98

RENE T SKOPE
"OFFICIAL SEAL"
NOTARY PUBLIC IN AND FOR THE STATE OF ILLINOIS
My commission expires 12/5/98

On this 20th day of May, 1996, before me, the undersigned Notary Public, personally
appeared Normwood Builders, Inc., Bruce J. Adreani, President, Manager of River Development LLC,
R. Franczak & Associates, Inc., Raymond A. Franczak, President, Manager of River Development LLC, and
and known to me to be members or designated agents of the limited liability company that executed the
Assignment of Rents and acknowledged the Assignment to be free and voluntary act and deed of the limited
liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and
purposes therein recited, and on oath stated that they are authorized to execute this Assignment and in fact
executed the Assignment on behalf of the limited liability company.

COUNTY OF Cook
ss)

STATE OF ILLINOIS

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

(Continued)

Loan No 10

ASSIGNMENT OF RENTS

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05-17-1996

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EXHIBIT A

LEGAL DESCRIPTION

LOT 46, EXCEPT THE EAST 100.00 FEET THEREOF, AND THE NORTHWESTERLY 130.00 FEET OF LOT 47 IN THE RE-SUBDIVISION OF LOTS 4 TO 9 AND 43 TO 57, ALL INCLUSIVE, AND LOTS 173 AND 178 IN THE TOWN OF RAND, IN SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF LOT 48 LYING WESTERLY OF A LINE DRAWN FROM THE NORtherly POINT OF LOT 9 TO THE ANGLE IN THE SOUTHERLY LINE OF SAID LOT 48, ALL IN THE RE-SUBDIVISION OF LOTS 4 TO 9 AND 43 TO 57, ALL INCLUSIVE, AND LOTS 173 AND 178 IN THE TOWN OF RAND, IN SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOTS 49 THROUGH 51, ALL INCLUSIVE, IN THE RE-SUBDIVISION OF LOTS 4 TO 9 AND 43 TO 57, ALL INCLUSIVE, AND LOTS 173 AND 178 IN THE TOWN OF RAND, IN SECTIONS 16 AND 17, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO

LOT 3 IN OWNER'S SUBDIVISION OF LOTS 44 AND 45 AND PART OF LOTS 43, 46, 47, 48 AND 52 IN THE RE-SUBDIVISION OF LOTS 4 TO 9 AND 43 TO 57, ALL INCLUSIVE, AND LOTS 173 AND 178 IN TOWN OF RAND, IN SECTIONS 16 AND 17, TOWNSHIP 41 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 09-17-416-022
09-17-416-020
09-17-416-008
09-17-416-009
09-17-416-010
09-17-416-011
09-17-416-005

Address: 675 Pearson, Des Plaines, IL 60016

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