

UNOFFICIAL COPY

96681957

RECORDATION REQUESTED BY:

Charter National Bank and Trust
2200 West Higgins Road
Hoffman Estates, IL 60195

F	B	S	A
P			P
T	B	S	V
H			

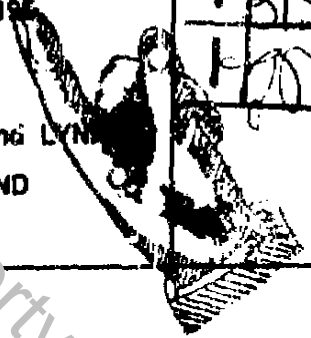
96681957

WHEN RECORDED MAIL TO:

Charter National Bank and Trust
2200 West Higgins Road
Hoffman Estates, IL 60195

SEND TAX NOTICES TO:

JAMES D. MURPHY and LYNN R. MURPHY
2604 POPLAR VIEW BEND
ELGIN, IL 60120



DEPT-01 RECORDING \$31.50
 T#6666 TRAN 8399 09/06/96 11:12:00
 #8165 # SA *-96--681957
 COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: CHARTER NATIONAL BANK AND TRUST
2200 W. HIGGINS ROAD
HOFFMAN ESTATES, IL 60194

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED AUGUST 30, 1996, between JAMES D. MURPHY and LYNN R. MURPHY, HIS WIFE, AS JOINT TENANTS, whose address is 2604 POPLAR VIEW BEND, ELGIN, IL 60120 (referred to below as "Grantor"); and Charter National Bank and Trust, whose address is 2200 West Higgins Road, Hoffman Estates, IL 60195 (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:

LOT 36 IN CHAPEL CREEK SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH WEST 1/4 OF SECTION 16 AND IN THE SOUTH EAST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2604 POPLAR VIEW BEND, ELGIN, IL 60120. The Real Property tax identification number is 06-17-404-023.

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.

Credit Agreement. The word "Note" means the revolving line of credit agreement dated August 30, 1996, between Lender and Grantor with a credit limit of \$100,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest rate under the Credit Agreement 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 outstanding account balance shall be at a rate 0.500 percentage points above the index, subject however to the following maximum rate. Under no circumstances shall the interest rate be more than the lesser of 25.000% per annum or the maximum rate allowed by

96681957

UNOFFICIAL COPY

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign 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.

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

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 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.

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:

attached to this Assignment.

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 or subleases on any exhibit

existing, executed in connection with the indebtedness.

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

"Property Definition" section.

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

the "Assignment" section.

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

Lender. The word "Lender" means Charter National Bank and Trust, its successors and assigns.

balance.

under the Note from time to time from zero up to the Credit Limit as provided above and any intermediate

Note. It is the intention of Grantor and Lender that this Assignment secures the balance outstanding

expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the

variable rate or sum as provided in the Note, any temporary overages, other charges, and any amounts

outstanding balance owing at any one time, not including finance charges on such balance at a fixed or

advances may be made, repaid, and remade from time to time, subject to the limitation that the total

Grantor so long as Grantor complies with all the terms of the Note and Related Documents. Such

of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to

from the date of this Assignment to the same extent as if such future advance were made as of the date

also any future amounts which Lender may advance to Grantor under the Note within twenty (20) years

shall secure only the amount which Lender has presently advanced to Grantor under the Note, but

the Assignment, together with interest on such amounts as provided in

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

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

Grantor. The word "Grantor" means JAMES D. MURPHY and LYNN R. MURPHY.

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

\$145,000.00.

has a current principal balance of approximately \$125,000.00 and is in the original principal amount of

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

secured by the Assignment with an account number of 240955 to COLONIAL BANK. The existing obligation

applicable law.

25645996

UNOFFICIAL COPY

08-30-1996

ASSIGNMENT OF RENTS

Page 3

Loan No 504554166

(Continued)

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'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 on 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, including any obligation to maintain Existing Indebtedness in good standing as required below, 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 credit line 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

UNOFFICIAL COPY

Waiver 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 by law.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or receiver.

Indemnification. Lender shall have the right to be placed as mortgagee in possession or to have a mortgagee appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate 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 mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the mortgage in possession or 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.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender 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.

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.

Remedies provided by law. Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

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:

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same existing lien on the Property.

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any

45619396

UNOFFICIAL COPY

08-30-1996

Loan No 504554166

ASSIGNMENT OF RENTS

(Continued)

Page 5

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 under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover 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 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.

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

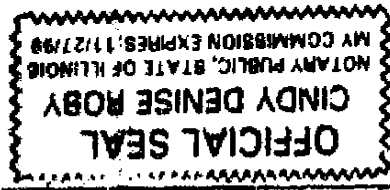
GRANTOR:


JAMES D. MURPHY

96681957

Property of COOP

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.21 (c) 1996 CFI Post Services, Inc. All rights reserved. ILL-614 MURPHY LN L2.OVL



My commission expires 11-27-99

Notary Public in and for the State of Illinois

By Cindy Denise Roby Residing at 1677 Howard Estate

Given under my hand and official seal this 27th day of August, 1996. On this day before me, the undersigned Notary Public, personally appeared JAMES D. MURPHY and LYNN R. MURPHY, 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.

STATE OF ILLINOIS
COUNTY OF COOK

INDIVIDUAL ACKNOWLEDGMENT

LYNN R. MURPHY

JAMES D. MURPHY

Page 6 8681957

ASSIGNMENT OF RENTS (Continued)

08-30-1996 Loan No 504554106