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RECORDATION REQUESTED BY:

HARRIS BANK WILMETTE N.A.
1701 SHERIDAN ROAD
WILMETTE, IL 60091-0340

WHEN RECORDED MAIL TO:

HARRIS BANK WILMETTE N.A.
1701 SHERIDAN ROAD
WILMETTE, IL 60091-0340

SEND TAX NOTICES TO:

RICHARD J. SWEITZER
927 ASHLAND AVENUE
WILMETTE, IL 60091

96757270

DEPT-01 RECORDING \$33.50
T40001 TRAN 5953 10/04/96 14:26:00
48441 ♦ RC *-96-757270
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: HARRIS BANK WILMETTE BY; SUSAN GARCIA
1701 SHERIDAN ROAD
WILMETTE IL 60091

O'CONNOR TITLE
SERVICES, INC.
6054-33

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED APRIL 1, 1996, between RICHARD J. SWEITZER, A MARRIED MAN, whose address is 927 ASHLAND AVENUE, WILMETTE, IL 60091 (referred to below as "Grantor"); and HARRIS BANK WILMETTE N.A., whose address is 1701 SHERIDAN ROAD, WILMETTE, IL 60091-0340 (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 22 AND 23 IN BLOCK 1 IN STRAUBE'S ADDITION TO WILMETTE IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 216 CENTRAL PARK, WILMETTE, IL 60091. The Real Property tax identification number is 05-33-403-022.

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.

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

Borrower. The word "Borrower" means MELLOW BROTHERS PAINTING COMPANY, INC..

Existing Indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be secured by this Assignment to CITICORP SAVINGS. The existing obligation has a current principal balance of approximately \$65,000.00 and is in the original principal amount of \$72,000.00.

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 any and all persons and entities executing this Assignment, including

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

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" section.

Applicable law. The "Applicable law" means the laws of the state or territory where the property is located, unless otherwise specified.

Definitions. The words "Definitions" mean the definitions of terms used in this Agreement, described above in the "Definitions" section.

Agreement. The word "Agreement" means the entire contract between the parties, including any exhibits attached to this Assignment.

Note. The word "Note" means HARRIS BANK WILLMETTE N.A., its successors and assigns, Lender. The word "Lender" means HARRIS BANK WILLMETTE N.A., its successors and assigns, principal amount of \$260,000.00 from Bauduer to Lender, together with all renewals of, modifications of, refinancings 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%. The interest rate on the Note 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 of 0.250 percentage point(s) under the index, resulting in an initial rate of 8.000% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by law.

"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 Assumption, together with interest on such amounts as provided in this Assumption. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, 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 Borrower may be liable individually or jointly with others, whether created as a guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may otherwise otherwise unenforceable. Specifically, without limitation, this Assumption secures a revolving line of credit and shall secure not only the amount which Lender has presentedly advanced to Borrower under the Note, but also any future amounts which Lender may advance to Borrower under the Note within twenty (2) years from the date of this Assignment to the same extent as if such future advance were made as of the date of this Assignment. Under this revolving line of credit, Lender may make advances to Borrower so long as Borrower complies with all the terms of the credit, Lender may make advances to Borrower so long as Borrower complies with all the terms of the Note and Defaulted Document.

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ASSIGNMENT OF RENTS (Continued)

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result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment 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.

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 and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

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

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the

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

Existence of Securing Any Indebtedness, A default shall occur under any such instrument or under any instrument on the instrument of indebtedness. Existing indebtedness or comminglement of any such instrument to foreclose any security interest in the instrument.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the satisfaction 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 of any of the indebtedness or any becomes incompliant, 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 indebtedness to Lender, and, in doing so, cure the Event of Default.

Forfeiture, Forfeiture, etc. Commencement of foreclosure proceedings, whether by judicial or nonjudicial procedure, self-help, repossession or any other method, by any creditor or grantor or by an, government, agency against any of the Property. However, this subsection shall not apply in the event of a good faith proceeding, self-help, repossession or any other method, by any creditor or grantor or by an, government, agency against any of the Property.

Inseverability. The dissolution or termination of Grantor or Borrower's existence as a going business, the cancellation in any other agreement between Grantor or Borrower and Lender.

Other Defaults. Failure of Grantor or Borrower to comply with any term, obligation, covenant, or condition effective (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Release of Assignments. This Assignment, the assignment of any right under this Note or the related documents to be in full force and effect, either now or at the time made or furnished.

Material respects, either now or at the time made or furnished.

Release Statement. Any warranty, representation or statement made or furnished by or in behalf of the person that may materially affect any of Borrower's property or Borrowers or any other creditor or person that may materially affect any of Borrower's property or Borrowers or any other creditor or any other creditor, security agreement, purchase or sales agreement, or any other agreement, in favor of any creditor or any other creditor, shall be void to the extent of the Note, or (c) the remaining term of the Note, or (d) be added to the due date of payment of the Note and be applicable among all instruments payable to the same to the extent of the Note, or (e) be added to the due date of payment of the Note, or (f) be payable within any installment payment to the same to the extent of the Note, or (g) be added to the due date of payment of the Note, or (h) be payable within any installment payment to the same to the extent of the Note, or (i) be added to the due date of payment of the Note, or (j) be payable within any installment payment to the same to the extent of the Note, or (k) be added to the due date of payment of the Note, or (l) be payable within any installment payment to the same to the extent of the Note, or (m) be added to the due date of payment of the Note, or (n) be payable within any installment payment to the same to the extent of the Note, or (o) be added to the due date of payment of the Note, or (p) be payable within any installment payment to the same to the extent of the Note, or (q) be added to the due date of payment of the Note, or (r) be payable within any installment payment to the same to the extent of the Note, or (s) be added to the due date of payment of the Note, or (t) be payable within any installment payment to the same to the extent of the Note, or (u) be added to the due date of payment of the Note, or (v) be payable within any installment payment to the same to the extent of the Note, or (w) be added to the due date of payment of the Note, or (x) be payable within any installment payment to the same to the extent of the Note, or (y) be added to the due date of payment of the Note, or (z) be payable within any installment payment to the same to the extent of the Note.

Compliance Default. Failure of Grantor or Borrower 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 Borrower to make any payment when due on the indebtedness.

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

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ASSIGNMENT OF RENTS (Continued)

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of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to 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 appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and 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. Borrower also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties; Corporate Authority. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be

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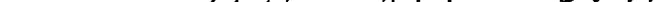
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[IL-G14 MELTOWLN C3.OVL]

My commission expires 4/5/99

Notary Publics in and for the State of Illinois

By Residing at

On this day before me, the undersigned Notary Public, personally appeared RICHARD J. SWETZER, A MARRIED MAN, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses

MEGAN SCHENDEL
OFFICIAL SEAL
NOTARY PUBLIC, STATE OF ILLINOIS
MC GRATH NOTARIAL SERVICES, INC.

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STATE OF

INDIVIDUAL ACKNOWLEDGMENT

RICHARD J. SCHETZER

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

Waiver the Right of Action(s) unless such waiver is in writing and signed by Lender. No delay or omission under the Right of Action(s) shall be deemed to have waived any rights under this Assignment (or the part of it) 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 preclude the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by any party to any provision of this Assignment shall not constitute a waiver of such right by Lender.

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.
Waiver of Right of Redemption. Notwithstanding ANY OF THE PROVISIONS TO THE CONTRARY
CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION
FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND
ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR,
ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS

intended, this assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns, and to their heirs, executors, administrators and personal representatives.

deemed to be modified to be within the limits of enforceability or validity; however, if the remaining provisions cannot be so modified, it shall be strucken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

(ג) מהו נושא

ASSIGNMENT OF RENTS

LOAN NO 03 4106

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04-01-1996
Loan No 03 4106

MORTGAGE
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
) ss

COUNTY OF _____

On this day before me, the undersigned Notary Public, personally appeared _____, A MARRIED MAN, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 ____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
) ss

COUNTY OF _____

On this day before me, the undersigned Notary Public, personally appeared _____, A MARRIED MAN, to me known to be the individual described in and who executed the Waiver of Homestead Exemption, and acknowledged that he or she signed the Waiver of Homestead Exemption as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____, 19 ____.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

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