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RECORDATION REQUESTED

PRAIRIE BANK AND COMPANY 7661 SOUTH HARLEM AV BRIDGEVIEW, IL 60455

WHEN RECORDED MAIL TO:

PRAIRIE BANK AND DRUST

7661 SOUTH HARLEM AVE. BRIDGEVIEW, IL 60455

SEND TAX NOTICES TO:

PRAIRIE BANK AND TRUST COMPANY 7661 SOUTH HARLEN AVE. BRIDGEVIEW, IL 60455 . DEPT-01 RECORDING

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COOK COUNTY RECORDER

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This Assignment of Rents prepared by:

Prairie Pank and Trust Company 7661 South Hartem Bridgeview, JL 60455

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED NOVEMBER 14, 1996, between Philip Slack, a married man, whose address is 11924 South 88th Avenue, Palos Park, IL 60464 (referred to below as "Grantor"): and PRAIRIE BANK AND TRUST COMPANY, whose address is 7661 SOUTH HARLEM AVE., BRIDGEVIEW, IL 60455 (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:

The South 90.00 feet of the West 232.00 feet of the North 317.00 feet of the West 1/2 of the Northwest 1/4 of the Northwest 1/4 of Section 19, Township 37 North, Range 13 East of the Shird Principal Meridian, subject to the rights of the public across the West 33 feet thereof, in Cook County, Illinois.

The Real Property or its address is commonly known as 11111 South Harlem, Worth, IL 60482. The Real Property tax identification number is 24-19-100-024.

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 Philip Slack.

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

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#### ASSIGNMENT OF RENTS

(Continued)

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the Property.

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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 RENGE. 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 one 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 to 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 or that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy aw 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 compronise 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 directive 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 a balloon 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 our envise would have had.

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

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

Compliance Default. Failure 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.

Faise 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.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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

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Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going consinese, the insolvency of Grantor, the appointment of a receiver for any part of any proceeding assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forteiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental 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 directeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surery bond for the claim satisfactory to Lender.

under, any Guaranty of the Indebtedness. Indeptedness or any Cuarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the

Adverse Change. A material adverse change occurs in Grantor's linancial condition, or Lender believes the

prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Leader reasonably deems itself insecure.

Lender may exercise any one or more of the following rights and femedies, in addition to any other rights or RICHTS AND RESCEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time therearer,

remedies provided by 12.4

entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be Lender shall have the right at its option without notice to Grantor to declare the Accelerate Indebt. dr. 488.

Collect Rents. Lender shall nave the right, without notice to Grantor, to take possession of the Property and collect the Rents, including arror nts past due and unpaid, and apply the net proceeds, over and above costs, against the Indepierances. In furtherance of this right, Lender's Right to Collect occinect, then drantor are collected by Lender, then Grantor for in the Lender's Right to Collect, Section, above. If the Rents are collected by Lender, then Grantor for in the Lender's Right to Collect actions above. If the Rents are collected by Lender, then Grantor are dealing to Collect attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to not organise the same and collect the proceeds. Payments by tenants or cither users to Lender in response to Lencer's demand shall satisfy the obligations for which the payments are collect or not any proper grounds for the semend 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 night to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any pan of the Property, with the power to protect and preserve the Property, to operate the Property proceeds, over and above the cost of the receiverable, against the Indebtedness. The and appoint and above the cost of the receiverable, against the Indebtedness. The mortgagee in possession or receiver may serve without cond 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 appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the receiver shall exist whether or not the apparent value of the Property exceeds the apparent value of the Property exceeds the receiver shall exist whether or not the apparent value of the Property exceeds the receiver shall exist whether or not the apparent value of the Property exceeds the receiver shall exist whether or not the apparent value of the Property exceeds the Proper

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

Weiver; 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 can't compliance with that provision or any other any other or any other or provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other or any other or provision. Dy Iaw.

its remedies under this Assignment. remedy, and an election to make expenditures or take action to perform an chigation of Grantor under this Assignment after failure of Grantor to perform shell not affect Lender's right to Legare a default and exercise

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this fees at trial sand on any appeal. Whether or not any sour action to enforce any of the terms of this fees at trial and on any appeal. Whether or not any court action is involved, all reasonable as attorneys fees at trial and on any appeal. Whether or not any court action is involved, all reasonable as preceded or the protection of its interest or the protection of its interest or the protection of its inferest or the indeptedness payable on demand and shall bear interest to the demand and shall bear interest or the protection of its interest or the protection of its interest or the protection of its interest or the trate provided for in the Mote. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys trees 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 proceedings (including efforts to modify or vacate any automatic etsay or injunction), appeals and any toreclosure reports, including title reports (including the reports), aurveyors' reports, and apprecial fees, and title insurance, to the extent permitted by toreclosure reports. In addition to all other sums provided by law. Cranton also will pay any court costs, in addition to all other sums provided by law.

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 be that 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.

MISCEFTYMEONS BHOVISIONS. The following miscellaneous provisions are a part of this Assignment:

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of

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#### ASSIGNMENT OF RENTS (Continued)

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Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of

**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 outure 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.

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

**GRANTOR:** 

Philip Slack

### ASSIGNMENT OF RENTS

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