## **UNOFFICIAL COPY**

RECORDATION REQUESTED BY:

HARRIS BANK ARGO 7549 W 63RD ST SUMMIT, IL 60501

WHEN RECORDED MAIL TO:

HARRIS BANK ARGO 7549 W 63RD ST SUMMIT, IL 60501

SEND TAX NOTICES TO:

Cole Taylor Bank, as Trustee U/T/A dated 12-6-9f A.X/A Trust #967024 1542 W 47th St Chicago, IL 60601

96952867

. DEPT-01 RECORDING

\$31.00

- . T#0012 TRAN 3403 12/17/96 15:30:00
  - \$9407 + CG \*-95-952867
    - COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by.

Christine M Jankowski 75-19 W 63rd St Summit IL 60501 BOX 333-CTI

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 12, 1396, between Cole Taylor Bank, as Trustee U/T/A dated 12-6-96 A/K/A Trust #967024, whose address is 1542 % 17th St, Chicago, iL 60601 (referred to below as "Grantor"); and HARRIS BANK ARGO, whose address is 754% W 63RD ST, SUMMIT, iL 60501 (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:

Lots 21 and 22 in Block 6 in Northwest Land Association Subdivision of the Feet 1/2 of the Northeast 1/4 of Section 14, Township 40 North, Range 13, East of the Third Principal Meridian, (except the South 665.6 feet thereof) and (except the Northwest elevated Railroad yards and right of way) in County, Illinois

The Real Property or its address is commonly known as 3314–16, 3322–24 Sunnyside and 4537 Christiana. Shicago, IL 60625. The Real Property tax identification number is 13–14–218–019.

**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 Cole Taylor Bank, as Trustee U/T/A dated 12-6-96 A/K/A Trust #967024, Trustee under that certain Trust Agreement dated December 6, 1996 and known as Trust #967024.

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

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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 as may be necessary to 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.

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.

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 greated the following rights, powers and authority:

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.

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

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.

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 die and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercites 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 proceeding.

Of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TEMS: OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNATIVE AND THE RELATED

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE

attached to this Assignment.

whether due now or later, including without limitation all Rents from all eases described on any exhibit

Rents. The word "Rents" means all rents, revenues, income, issues, wolfts and proceeds from the Property.

Related Documents. The words "Related Documents" mean and include without limitation sil promisery notes, credit agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements, and documents, whather now or hereafter mortgages, deeds of trust, and all other instruments, agreements and documents, whather now or hereafter existing, executed in connection with the Indebtedness.

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

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

promissory note or agreement. The interest rate on 1% e Note is 8.250%.

renewals of, extensions of, modifications of, refinanzings of, consolidations of, and substitutions for the

original principal amount of \$250,000.00 from C. and any co-borrowers to Lender, together with all Note. The word "Note" means the promissory note or credit agreement dated December 12, 1996, in the (1)

Lender. The word "Lender" means HARRIC 3 NK ARGO, its successors and assigns.

otherwise unenforceable.

become barred by any statute of limitations and whether such indebtedness may be or hereafter may become? obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter maxo the purpose of the Note, whether wildingsry or otherwise, whether due or not due, absolute or confingent, liquidated or unilquidated and whether are Grantor may be liable individually or jointly with others, whether opplicated or unilquidated and whether separated or unilquidated and whether are proposed to the proposed or confine the confine transfer or confine the confine transfer or confine transfer Grantor, or any one or more of ".e.n, whether now existing or hereafter arising, whether related or unrelated to plus interest thereon, of Grangetto Lender, or any one or more of them, as well as all claims by Lender against this Assignment. In addition, to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, to enforce obligations of Gruntor under this Assignment, together with interest on such amounts as provided in

amounts expended or levanced by Lender to discharge obligations of Grantor or expenses incurred by Lender

ON REOJ 12-12-1996

(Confinued) **ASSIGNMENT OF RENTS** 

Page 2

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 lire 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 and application

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, 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 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 which are not applied to such costs and expenses shall be applied to the Indebtedness Lender under this / signment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this A signment, and shall be payable on demand, with Interest at the Note rate from date of expenditure until paid.

expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed unor Grantor under this Assignment, the Note, and the Related Documents, Lender shall of execute and deliver to Grantor under this Assignment, the Note, and the Related Documents of termination of execute and deliver to Grantor under this Assignment and suitable statements of termination of execute and deliver to Grantor under satisfaction of this Assignment and suitable statements of termination of execute and deliver to Grantor under satisfaction of this Assignment and the Property. Any any financing statement of the evidencing Lender's security interest in the Rents and the Property. Any termination fee required by shall be paid by Grantor, if permitted by applicable law. If, however, payment is termination fee required by shall be paid by Grantor, if permitted by applicable law. If, however, payment is termination fee required by shall be paid by Grantor, if permitted by applicable law. If, however, payment is the remination fee required by shall be paid by Grantor's trustee in bankruptcy or to any similar person under any federa or state bankruptcy law or law for the relief of debtors, (b) by reason of any similar person under any federa or state bankruptcy law or law for the relief of debtors, (b) by reason of any court or administrative body having jurisdiction over Lender with any claimant property, or (c) by reason of ary 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 including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement including without limit

order, settlement or compromise relating to the Indebtedness or to this Assignment.

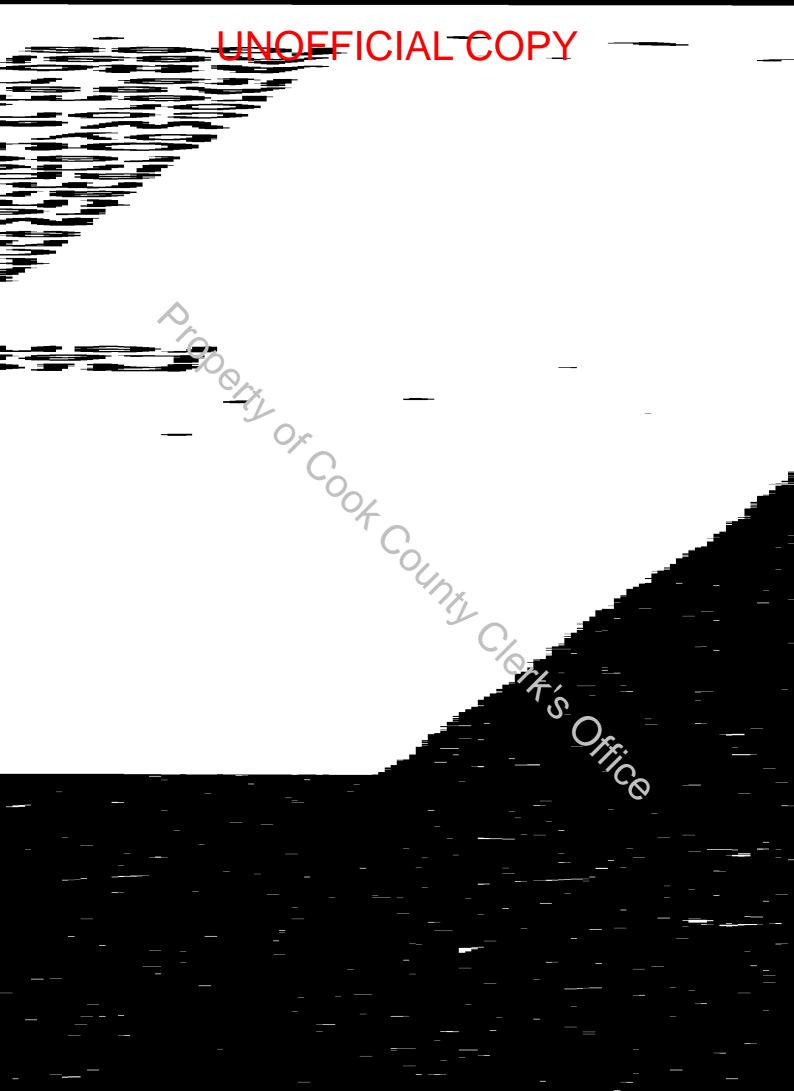
EXPENDITURES BY LENDER. If Grantor is to comply with any provision of this Assignment, or if any action or proceeding is commenced that would mate laidy affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take ar, action that Lender deems appropriate. 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 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) 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 apport loned among and be payable with any installment payments to be added to the balance of the Note and be apport loned among and be payable with any installment payments. This Assignment also (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 will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other vides or any remedies to which Lender may be entitled on account of the default. Any such action by Lender rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender had.

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

Default on Indebtedness. Failure of Grantor to make any pryrient when due on the Indebtedness. Compliance Default. Failure of Grantor to comply with ar , 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 Crantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor 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 jurished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is jaise 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



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 foreciosure 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 at 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

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 seewed 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 rested 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.

Walver of Homestead Exemption. Grantor hereby releasus and walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indehedness 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 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 projudice 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 or 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'S LIABILITY This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any quarantor. guarantor.

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## **ASSIGNMENT OF RENTS**

Loan No 15-15-1896

(Continued)

AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED. PROVIDED ABOVE, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS READ ALL THE PROVISIONS OF THIS ASSIGNMENT AND NOT PERSONALLY, BUT AS TRUSTEE AS COLE TAYLOR BANK, AS TRUSTEE UTIA DATED 12-6-96 AKIA TRUST #967024 ACKNOWLEDGES IT HAS

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entioned, and on oath stated that he or she is authorized to execute this Assignment and in fact exestingly on behalf of the corporation.			sec is axecute th	s inomngiesa sir	nd in tact exect	ant best
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in this ARTH 131 of MCCINDCOTA Defore me, the undersigned Notary Public, ppeared JACKLIN 131 of 1105 Miles Authorized Officer of Cole Taylor Bank, as Trus	אלא או און	CINDSC 18 9 Pur	before me, the horized Officer (	undersigned Mr. I color I	stary Public, pe Bank, as Truste	rsonall)
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