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It is to be mailed & therefore no Tax Billing
Information from the recorder to be recorded with
this instrument.

RECORDATION REQUESTED BY:

PLAZA BANK
7460 W. IRVING PARK ROAD
NORRIDGE, IL 60634

WHEN RECORDED MAIL TO:

PLAZA BANK
7460 W. IRVING PARK ROAD
NORRIDGE, IL 60634

SEND TAX NOTICES TO:

KOLJA PAVLOV and RUBINTA
PAVLOV
6847 N. LATROBE
SKOKIE, IL 60077

96070927

- DEPT-01 RECORDING \$31.00
- T#D0012 TRAH 8899 01/26/96 11:22:00
- #1655 + CG *-96-070927
- COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

12/15/95
A 0012044 T
This Assignment of Rents prepared by:

E. DIETE / PLAZA BANK
7460 W. IRVING PARK RD.
NORRIDGE, IL 60634

31/1

ASSIGNMENT OF RENTS

AT THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 15, 1995, between KOLJA PAVLOV and RUBINTA PAVLOV, whose address is 6847 N. LATROBE, SKOKIE, IL 60077 (referred to below as "Grantor"); and PLAZA BANK, whose address is 7460 W. IRVING PARK ROAD, NORRIDGE, IL 60634 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns 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 NORTH 3.62 FEET OF LOT 14, ALL OF LOT 15 AND THE SOUTH 0.50 FEET OF LOT 16 IN BLOCK 1 IN ERNEST H. KLODE'S TOWERS SUBDIVISION, BEING A SUBDIVISION ON PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS, ON FEBRUARY 15, 1966 AS DOCUMENT 2256424, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 6847 N. LATROBE, SKOKIE, IL 60077. The Real Property tax identification number is 10-33-111-047-0000.

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.

Existing Indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be secured by this Assignment.

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."

BOX 333-CTI

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Note. The word "Lender" means PLAZA BANK, its successors and assigns.
Note. The word "Note" means the promissory note or credit agreement dated December 18, 1995, in the original principal amount of \$20,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, ramifications of, consolidations of, and substitutions for the promissory note or agreement, the interest rate on the Note is 10.500%.

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

Real Property. The words "Real Estate Documentation" mean and include without limitation all promissory notes, credit agreements, loans agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, documents, whether now or hereafter executed in connection with the indebtedness.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loans agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, documents, whether now or hereafter executed in connection with the indebtedness.

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

Real Estate. The word "Real Estate" means the real property, interests and rights described above in the Real Estate section.

Real Estate Documentation. The words "Real Estate Documentation" mean and include without limitation all promissory notes, credit agreements, loans agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, documents, whether now or hereafter executed in connection with the indebtedness.

Real Estate Definition. The words "Real Estate Definition" mean and include without limitation all promissory notes, credit agreements, loans agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, documents, whether now or hereafter executed in connection with the indebtedness.

Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

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 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.

Granitor. The word "Granitor" means KOLJA PAVLOV and RUBINTA PAVLOV.

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ASSIGNMENT OF RENTS (Continued)

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recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

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

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

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

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

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

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

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

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement or comprise 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 charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach 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, 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.

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

forคลังสินค้าและเอกสารที่เกี่ยวข้องกับการจัดซื้อจัดจ้าง รวมถึงเอกสารที่เกี่ยวกับการตรวจสอบคุณภาพของสินค้าและบริการ ต้องมีการจัดทำในรูปแบบที่ชัดเจนและมีมาตรฐาน ไม่ใช้ภาษาไทย แต่ใช้ภาษาอังกฤษ ทั้งนี้เพื่อให้ผู้รับทราบได้โดยตรง และสามารถนำไปใช้ในการติดต่อธุรกิจได้สะดวก

enforcement of its rights shall become a part of the debtors payable on demand and shall bear interest at any time for the protection of its interest or the enforcement of its rights shall be necessary at any time for the payment of expenses incurred

Assigntment, Lender shall be entitled to recover such sum as the court may adjudge reasonable expenses at trial, and on any suit or action to enforce any of the terms of this instrument.

Administrative Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Agreement, Lender shall be entitled to recover its reasonable expenses under this assignment.

Article 26 of the Constitution provides that the President shall have the power to make laws for the peace, order, and good government of Canada, and for the better government of the provinces, subject to such conditions as may be required by the Parliament of Canada.

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 or remedies provided in the Note or by law.

Other Remedies. Lender shall have all other rights and remedies provided in the Agreement as a receiver.

mortgagor in possession or receiver shall serve written notice upon the mortgagor in possession or receiver of the cost of the removal of such property by a substantial amount. Employment by Lender shall not be permitted unless it exceeds the amount of a substantial amount.

receiving appointment to take possession of all or any part of the Property, with the power to protect the Rents from the Property and satisfy the proceeds, over and above the cost of the collection of the same, and to collect the Rents from the Property and preserve the same.

subparagraph either in person, by agent, or through 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 to the payment of the debts, costs, expenses, attorney's fees, and other amounts due under this Agreement.

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 would be required to pay.

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:

RIGHTS AND REMEDIES ON PROPERTY - Page 1 of 2

Property securing any Existing indebtedness, or commencement of any suit or other action to foreclose any existing lien on the property.

Insectivity. Let me assure you, it is a remarkable
peculiar quality of the caterpillar to eat almost
any vegetable substance, and it is a remarkable
peculiar quality of the insect to eat almost
any animal substance.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or its beneficiaries or becomes irrevocable, or revokes or disputes any of the indebtedness or any Guarantor dies

dispute by Grantor as to the validity or reasonableness shall not apply in the event of a good faith dispute by Grantor, this subsection shall not render written notice of such claim and furnishes services or a surety bond for the claim satisfaction of which is given.

Forfeiture, Forfeiture, etc. Commencement of forfeiture by or against grantor.

Section 4 of the Insolvency Act, the death of a Grantor, the insolvency of a Grantor, the appointment of a receiver for any part of a Grantor's property, any assignment for the benefit of creditors, any type of creditor or debtor work-out, or the commencement of any bankruptcy under any insolvency laws by or against a Grantor.

Other Declarants. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other Declarant. The death of Grantor, his successor, or condition contained in any Deed or Interests.

ASSIGNMENT OF RENTS (Continued)

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ASSIGNMENT OF RENTS (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Cook)
ss

On this day before me, the undersigned Notary Public, personally appeared KOLJA PAVLOV and RUBINTA PAVLOV, 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.

Given under my hand and official seal this 18th day of Dec, 1995.

By Kathleen L. Soderblom Residing at Norridge Illinois

Notary Public in and for the State of Illinois

My commission expires 11-6-99

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b (c) 1995 CFI ProServices, My Commission Expires 11-6-99
[IL-G14 E3.20 F3.20 P3.20 90021079.LN]

• OFFICIAL SEAL •
Kathleen L. Soderblom
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 11-6-99

96070927

ILLINOIS
CLERK'S OFFICE

UNOFFICIAL COPY

RUBINTA PAVLOV

KOLJA PALD

GRANTOR:

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

APPENDIXES. All obligations of Grantor under this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois. This Assignment has been delivered to Lender and accepted by Lender in the multiple Parishes. All obligations of Grantor under this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement over this Assignment held by which amendment, except by written consent of Lender. Grantor shall agree neither reassign nor accept any future advances under any such security agreement without the prior written consent of Lender.

Irreversible. It is a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any other person or circumstance, such finding shall not render that provision invalid or deemed to be a valid provision of this Assignment. Any such finding shall not render this Assignment invalid or unenforceable as to any other person or circumstance, such finding shall not render that provision invalid or deemed to be a valid provision of this Assignment.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grammars and assignees, it ownership of the property becomes vested in a person other than Grammer, Lender, without notice to Grammer, may deal with Grammer's successors with reference to this Assignment and the indebtedness by way of foreclosure or extenion without releasing Grammer from the obligations of this Assignment under the indenture.

Amenndments. This Amendmet, together with any Relatd Documets, constitutes the entir Understnding and Agreemnt of the partis as to the matrs set forth in this Assigment. No Alteration of or Amenndment to this Assigment shall be effctive unless given in writing and signed by the Party or partis sought to be chargd or bound by the Alteration or Amenndment.

(Continued)