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RECORDATION REQUESTED BY:

BRIDGEVIEW BANK AND TRUST COMPANY
7840 South Harlem Avenue
Bridgeview, IL 60455

WHEN RECORDED MAIL TO:

Box 208

DEPT-61 RECORDING 931.00
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COOK COUNTY RECORDER

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FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: Bridgeview Bank & Trust Company
7840 South Harlem Avenue
Bridgeview, Illinois 60455

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 20, 1996, between Cole Taylor Bank, whose address is 6801 West 73rd Street, Burbank, IL 60459 (referred to below as "Grantor"); and BRIDGEVIEW BANK AND TRUST COMPANY, whose address is 7840 South Harlem Avenue, 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 Rents from the following described Property located in Cook County, State of Illinois:

THE SOUTH 78.30 FEET OF LOT 1, EXCEPT THE EAST 36.34 FEET OF THE NORTH 38.30 FEET OF SAID LOT 1 THEREOF, AND ALSO EXCEPT THE EAST 19 FEET OF THE SOUTH 40 FEET OF SAID LOT 1 THEREOF, IN THE PLAT OF CONSOLIDATION OF LOTS 1, 2 AND 3 IN EARL J. CLAPP'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THAT PART OF THE NORTH 17.00 FEET OF THE SOUTH 80.00 FEET OF THE SOUTHWEST 1/4 OF SECTION 7 AFORESAID, LYING EAST OF THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 2 AND LYING WEST OF THE SOUTHERLY PROLONGATION OF SAID LOT 3, IN COOK COUNTY, ILLINOIS, TOGETHER WITH THE VACATED STRIP OF LAND LYING SOUTH OF THE WEST 238 FEET OF SAID LOT 1 AND NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS (EXCEPT THAT PORTION TAKEN FOR 103RD STREET BY DOCUMENT NO. 20483184), IN COOK COUNTY ILLINOIS.

ALSO:

THAT PART OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH LIES NORTHERLY OF THE NORTHERLY RIGHT OF WAY LINE OF 103RD STREET, AS SAID 103RD STREET WAS DEDICATED BY PLAT RECORDED MAY 8, 1988, AS DOCUMENT NO. 20483184 (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN THE WEST 50 FEET OF SECTION 18 AFORESAID, IN COOK COUNTY, ILLINOIS.

BOX 333-CTI

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THE FIRST PROPERTY OF ITS ADDRESS IS COMMONLY KNOWN AS 10318 SOUTH BRISTOL, CHICAGO HEIGHTS, IL 60415. THE FEE PROPERTY TAX IDENTIFICATION NUMBER IS 26-07-307-012-0000 & 24-18-100-000-0000.

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. AS REFERRED TO HEREIN, ALL REFERENCES SHALL BE TO THE UNITED STATES OF AMERICA.

ASSIGNMENT. THE WORD "ASSIGNMENT" MEANS THE ASSIGNMENT OF RIGHTS BETWEEN GRANOR AND LENDER, AND INCLUDES WITHOUT LIMITATION ALL ASSIGNMENTS AND SECURITY INTERESTS PROVIDED FOR IN THE NOTES.

EXISTING INDEBTEDNESS. THE WORDS "EXISTING INDEBTEDNESS" MEAN AN EXISTING OBLIGATION WHICH MAY BE INCURRED BY THE 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".

GRANOR. THE WORD "GRANOR" MEANS BRIDGEVIEW BANK AND TRUST COMPANY, TRUSTEE UNDER THAT CERTAIN TRUST AGREEMENT DATED AND KNOWN AS TRUST # _____.

INDEBTEDNESS. THE WORD "INDEBTEDNESS" MEANS ALL ORIGINAL AND DERIVATIVE OBLIGATIONS UNDER THE NOTE AND ANY AMOUNTS EXPENDED OR TO BE EXPENDED BY LENDER TO DISCHARGE OBLIGATIONS OF GRANOR OR EXPENSES INCURRED BY LENDER TO ENFORCE COLLATERALS OF GRANOR UNDER THIS ASSIGNMENT, TOGETHER WITH INTEREST ON SUCH AMOUNTS AS PROVIDED IN THIS ASSIGNMENT.

LENDER. THE WORD "LENDER" MEANS BRIDGEVIEW BANK AND TRUST COMPANY, ITS SUCCESSORS AND ASSIGNS.

NOTE. THE WORD "NOTE" MEANS THE PROMISSORY NOTE OR CREDIT AGREEMENT DATED FEBRUARY 20, 1986, IN THE ORIGINAL PRINCIPAL AMOUNT OF \$450,000.00 FROM GRANOR AND ANY CO-Borrowers TO LENDER, TOGETHER WITH ALL REVOLVING OF, EXTENSION OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE PROMISSORY NOTE OR AGREEMENT. THE PRESENT RATE ON THE NOTE IS 7.750%.

PROPERTY. THE WORD "PROPERTY" MEANS THE REAL ESTATE, 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 DEFINITION" SECTION.

RELATED DOCUMENTS. THE WORDS "RELATED DOCUMENTS" MEAN AND INCLUDE WITHOUT LIMITATION ALL INSTRUMENTS, NOTES, CREDIT AGREEMENTS, LEASE AGREEMENTS, ENVIRONMENTAL AGREEMENTS, GUARANTEES, KENNY AGREEMENTS, MORTGAGES, DEEDS OF TRUST AND ALL OTHER INSTRUMENTS, AGREEMENTS AND DOCUMENTS, WHETHER NOW OR HEREAFTER EXECUTED, RELATED IN CONNECTION WITH THE INDEBTEDNESS.

RENTS. THE WORD "RENTS" MEANS ALL RENTS, REVENUES, INCOME, ISSUES, PROFITS AND GROSS PROCEEDS FROM THE PROPERTY, WHETHER ONE NOW OR LATER, INCLUDING WITHOUT LIMITATION ALL RENTS FROM ALL BASES DESCRIBED ON ANY EXHIBIT RELATED TO THIS ASSIGNMENT.

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

PAYMENT AND PERFORMANCE. EXCEPT AS OTHERWISE PROVIDED IN THE ASSIGNMENT OR ANY RELATED DOCUMENT, GRANOR SHALL PAY TO LENDER ALL AMOUNTS REQUIRED BY THIS ASSIGNMENT AS THEY BECOME DUE, AND SHALL SPECIFICALLY GUARANTEE THE PERFORMANCE UNDER THIS ASSIGNMENT. UNLESS AND UNTIL LENDER EXERCISES HIS RIGHT TO OFFSET THE RENTS AS PROVIDED FOR HEREIN, GRANOR SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL SUCH AMOUNTS TO LENDER AS PROVIDED IN THE ASSIGNMENT AND CONTROL OF AND OPERATE AND MAINTAIN THE PROPERTY AND COLLECT THE RENTS, PROVIDED THAT A WRITING IS DELIVERED TO LENDER TO COLLECT THE RENTS SHALL NOT CONSTITUTE LENDER'S CONSENT TO THE USE OF SUCH COLLATERALS IN A BANKRUPTCY OR OTHER PROCEEDING.

GRANTING REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. WITH RESPECT TO THE RENTS, GRANOR REPRESENTS AND WARRANTS THAT:

GRANOR IS ENTITLED TO RECEIVE THE RENTS AND ALL OTHER RIGHTS, INTERESTS, AND BENEFITS, INCLUDING WITHOUT LIMITATION THE RIGHT TO COLLECT THE RENTS AND TO CONTROL THE PROPERTY AND TO MAINTAIN THE PROPERTY AND COLLECT THE RENTS, PROVIDED THAT A WRITING IS DELIVERED TO LENDER.

GRANOR HAS THE FULL RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS ASSIGNMENT AND TO ASSIGN AND CONVEY THE RENTS TO LENDER.

GRANOR HAS NOT PREVIOUSLY ASSIGNED OR CONVEYED THE RENTS TO ANY OTHER PARTY BY ANY INSTRUMENT NOW IN FORCE.

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ASSIGNMENT OF RENTS (Continued)

Loan No. 36250

02-20-1986

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 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 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 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")

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ASSIGNMENT OF RENTS

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Loan No 35890

(Continued)

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; Corporate Authority. 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 incurred 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 constitute 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.

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 hereby 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 the

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