

# UNOFFICIAL COPY

RECORDATION REQUESTED BY:  
East Side Bank and Trust Company  
10635 Ewing Avenue  
Chicago, IL 60617

WHEN RECORDED MAIL TO:  
East Side Bank and Trust Company  
10635 Ewing Avenue  
Chicago, IL 60617

SEND TAX NOTICES TO:  
Milosav Drndarevic and Leposava  
Drndarevic  
1103 Hunt Club Drive - #131  
Mount Prospect, IL 60056

98296588

FOR RECORDER'S USE ONLY

98970 OF/M 283

This Assignment of Rents prepared by: Anne Marie Guiden  
10635 S. Ewing Avenue  
Chicago, IL 60617

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED APRIL 13, 1996, between Milosav Drndarevic and Leposava Drndarevic, his wife, as Joint Tenants, whose address is 1103 Hunt Club Drive - #131, Mount Prospect, IL 60056 (referred to below as "Grantor"); and East Side Bank and Trust Company, whose address is 10635 Ewing Avenue, Chicago, IL 60617 (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 3 in D.M. Cummings Resubdivision of Lots 29 to 46, both inclusive, in Block 46 in Ironworker's Addition, being a subdivision of the West 1/2 of the Northwest 1/4 of Section 17, Township 37 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois.

The Real Property or its address is commonly known as 10620 South Ewing Avenue, Chicago, IL 60617. The Real Property tax identification number is 26-17-103-028-0000.

**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.

**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 Milosav Drndarevic and Leposava Drndarevic.

**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 Assignment, together with interest on such amounts as provided in

31<sup>50</sup>

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**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

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 AND ACCEPTED ON THE FOLLOWING TERMS:

This interest rate on the Note is 8.50%.  
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, Definition" section.  
Relisted Documents. The words "Relisted Documents" mean and include without limitation all promises, notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, documents, whether now or hereafter existing, 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.

Lender. The word "Lender" means East Side Bank and Trust Company, its successors and assigns.  
Note. The word "Note" means the Promissory note or credit agreement dated April 13, 1996, in the original principal amount of \$35,000.00 from Granitor to Lender, together with all renewals, extensions of, consolidations of, and substitutions for the promissory note or agreement.

Otherwise defined by any statute or regulations, and which such individual may be or have been, may become

obligated as guarantor or otherwise, and whether such indebtedness may be or hereafter may become payable by you solely or jointly with other debtors, and whether such indebtedness may be or hereafter may become

liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether

the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, of any due or more or less than the amount due or otherwise.

plus interest thereon, or garnitor to garnitor, or any one or more of them whether partial or complete, as well as all claims by Lender against

this Assignment. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities.

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ASSIGNMENT OF RENTS  
(Continued)  
Page 2 13-1996

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04-13-1996

## ASSIGNMENT OF RENTS (Continued)

Page 3

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, 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 (i) be payable on demand, (ii) 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 (iii) 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 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.

**False 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.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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and agreement of the parties as to the matters set forth in this Assumption. No alteration of or amendment to this Assumption 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.

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

**Attorneys' Fees:** Expenses, fees, attorney fees, shall be entitled to recover such sum as the court may judge reasonable, and on any appeal, shall be entitled to recover such sum as the court may judge reasonable, all reasonable expenses incurred by the party or parties prevailing in the action, and all reasonable expenses incurred by the party or parties losing in the action.

**Waiver of Election of Remedies.** A waiver by any party of a provision of this Assignment shall not constitute a waiver by any party of a breach of a provision of this Assignment otherwise than if such provision specifically provides for a waiver of the right to sue for such breach.

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

Motorist agree in Possession, Lender shall have the right to be placed as mortgagee in possession or to have a separate power to protect and preserve the Property to operate the Property, with the power to repossess all or any part of the Property, if he has failed to pay the amount due him by a subscriber, whether or not the value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as receiver.

**Collect Rents.** Lender shall have the right, without notice to Tenant, to take possession of the Property and collect the rents, including amounts past due and unpaid, and apply the net proceeds over and above Tenant's costs, against the balance of this right, before all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, Tenant shall have the right to collect the rents in the manner described in this section. In either event, the rights of the Lender under this section shall not affect the rights of the Tenant under the lease or other agreement between the parties.

receive a fee under the terms of the lease, even if such lease is terminated or breached, until the lessee has paid all amounts due and payable, including any prepayment penalty which Grantor would be required to pay.

remedies provided by law;

sufficient to produce a complicity as soon as reasonably practical.

**Rights to Curing.** If such a failure is curable and it Granter has not been given a notice of a breach of the same provision or if it is Assignee's fault, then the period will be twelve (12) months. It may be cured (and no Event of Default will have occurred) after Lender sends written notice demanding cure of such failure; (a) cure the failure within the period specified in the notice, or (b) if the cure requires more than fifteen (15) days, immediately thereafter complete all necessary steps to cure the failure within fifteen (15) days, or (c) if the failure is incurable and the failure continues for a period of one hundred twenty (120) days, then Lender may terminate the Contract and demand immediate payment of all amounts due and owing under the Contract.

Adverse Change. A material adverse change occurs in Gramtols's financial condition, or Lender believes, the prospect of paymet of performance of the credit agreement is impaired.

Guarantors estafe to assume unconditionally the obligations arising under the guarantee in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

or a surety bond for the claim satisfaction, provided that a bond is given before render.

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

**Farreclature, Forteriture, etc.** Commencement of forfeiture or reclamation of Grants or by any other method.

(Continued) [View All Comments](#)

**ASSIGNMENT OF RENTS** (Continued)

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04-13-1996

## ASSIGNMENT OF RENTS (Continued)

Page 5

**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.** 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 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 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.

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

GRANTOR:

Milosav Drndarevic  
Milosav Drndarevic

Leposava Drndarevic  
Leposava Drndarevic

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880555236

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On this day before me, the undersigned Notary Public, personally appeared **Milošav Drndarević and Leposava Drndarević**, to me known to be the individuals described in and who executed the Assignment as their free and voluntary act and deed, for the uses and purposes herein mentioned.

Given under my hand and official seal this 19 day of April, 1996.

Notary Public in and for the State of Illinois  
My commission expires 6-2-99

Official Notary Public, State of Illinois  
My Commission Expires June 2, 1999

"OFFICIAL SEAL"

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STATE OF Illinois COUNTY OF Cook

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## INDIVIDUAL ACKNOWLEDGMENT

(Continued)

ASSIGNMENT OF RENTS

Page 6

04-13-1996