RECORDATION REQUESTED BY:

BRICKYARD BANK 8676 N. LINCOLN AVENUE LINCOLNWOOD, IL 80845-3831

WHEN RECORDED MAIL TO:

BRICKYARD BANK 6676 N. LINCOLN AVENUE LINCOLNWOOD, IL 60648-3631

SEND TAX NOTICES TO:

ANNA BASIC and ROBERT STULAC 3000 W. CHASI LINCOLNWOOD II. 60645 96338404

DEPT-OF RECORDING

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COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

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This Assignment of Rents propore U.S.

BRICKYARD BANK -5676 N. LINCOLN AVE. LINCOLNWOOD, IL 60648-3831

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED APRIL 29, 1996, between AMERICAN MARRIED TO LINDA STULAC, AS ANNA BASIC & ROBERT STULAC, MARRIED TO STJEPAN BASIC & MARRIED TO LINDA STULAC, AS TENANCY IN COMMON., whose address is 3900 W. CHASE, LINCOLNWOOD, IL 80845 (referred to below as "Grantor"); and BRICKYARD BANK, whose address is 6678 N. LINCOLN AVENUE, LINCOLNWOOD, IL 60645-3631 (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 Funds from the following described Property located in COOK County, State of Illinois:

LOT 7 IN BLOCK 19 IN COCHRAN'S SECOND ADDITION TO EDGEWATER IN TRACTIONAL SECTION 5, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 5860 N. KENMORE, CHICAGO, IE 30640. The Real Property tax Identification number is 14-05-401-026.

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 ANNA BASIC and ROBERT STULAC.

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

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this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guaranter or otherwise, and whether recovery upon such Indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be or hereafter may become otherwise unenforceable.

Lender. The word "Lender" means BRICKYARD BANK, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated April 29, 1996, in the original principal amount of \$780,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of refinancing of consolidations of and substitutions for the promissory note or agreement. The interest rate on the Note is 9.000%.

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" seculor.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, does of trust, and air other instruments, agreements and documents, whether now of hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" makes all ren's, revenues, income, issues, profits and proceeds from the Property. whether due now or later, including wincur limitation all Rents from all loases 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 AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Decument, Granter shall pay to Lender all amounts secured by this Assignment, as they become due, and shall strictly perform all of Granter's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment. Granter may remain in possession and control of and operate and manage the Property and collect in Fents, provided that the granting of the right to collect the Flonts shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceading.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Fronts, Crantor represents and warrants to Londor that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, leave Pres. encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Flight to Assign. Cranter has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

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

No Further Transfor. Grantor will not soll, assign, ancumbor, or otherwise dispose of any of Grantor's rights 🗸 in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Londer shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Bents. For this purpose, Londer is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may wond notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender's agent.

Enfor the Property. Londer 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. Londor 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 coats and expenses of maintaining the Property in proper repair and condition, and also to eay all

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UNOFFICIAL COPY ASSIGNMENT OF RENTS

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taxes, assessments and water utilities, and the premiums on fire and other insurance offected by Londer 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 Granter'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. Londer 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 REGION. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Londer may pay such costs and expenses from the Bents. Lender, in its sole discretion, shall determine the application of any and all Bents received by it; however, any such Bents 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 Bents 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 esticaction of this Assignment and suitable statements of termination of any financing statement on tile evidencing Zender'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 the 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 early incle 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 renation 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 othe was 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) applicant time and for any reason.

Other Defaulta. 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 or the dissolution or termination of Grantor's existence as a going business, 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

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ASSIGNMENT OF RENTS (Continued)

Page 4

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under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Granter 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 Granter as to the validity or reasonableness of the claim which is the basis of the foreclosure or forefeiture proceeding, provided that Granter gives Londer written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Londor.

Events Affecting Guaranter. Any of the proceding events occurs with respect to any Guaranter of any of the indebtedness or any Guaranter dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Granter's financial condition, or Londor believes the prospect of payment or performance of the Indubtedness is impaired.

insocurity. Landor reasonably deems itself insecure.

BIGHTS 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 romedios provided by b.w.

Accelerate Indebt. dross. Lender shall have the right at its option without notice to Granter to declare the entire indebtedness in madately due and payable, including any prepayment penalty which Granter would be required to pay.

Collect Rents. Londer stall have the right, without notice to Granter, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the not proceeds, over and above Londer's costs, against the Indicatedness. In Juriborance of this right, Londer shall have all the rights provided for in the Londer's Right to Collect Section, above. If the Rents are collected by Londer, then Granter irrevocably designates Londer as Canfor's atterney-in-fact to endorse instruments received in payment thereof in the name of Granter and to populate the same and collect the proceeds. Payments by tenants or other users to Londer in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Londer may exercise its rights under this subparagraph either in purson, by agent, or the demand existed.

Mortgages in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any pair of the Property, with the power to protect and preserve the Property, to operate the Property preceding forcebaure or sale, and to collect the Reits from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgages in possession or receiver may serve without bond 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 indebtedness by a substantial amount. Employment by Lender, shall not disquality a person from serving as a

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

Walver; Election of Remedies. A waiver by any party of a broach or a prevision of this Assignment shall not constitute a waiver of or projudice the party's rights otherwise to demand africt compliance with that provision or any other prevision. 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 Granter under this Assignment after failure of Granter to perform shall not affect Lender's right to declare a default and exercise its remodies under this Assignment.

Attorneys' Foos: Expenses. If Londor institutes any suit or action to enforce any of the terms of this Assignment, Londor shall be entitled to recover such sum as the court may adjudge resemble as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lendor that in Lendor's opinion are necessary at any time for the protection of the interest or the enforcement of its rights shall become a part of the Indobtedness payable on demand and tabull 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, Lendor's attorneys' less and Lendor's legal expenses whether or not there is a lawsuit, including attorneys' less for bankruptcy 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. Granter 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 Illinols.

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

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04-29-1996

ASSIGNMENT OF RENTS

(Continued)

Page 5

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 renswed 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 compership 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 forbeatrance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Expense. Time is of the essence in the performance of this Assignment.

Walver of Homesterio Fxemption. Grantor hereby releases and walves 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) incless 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 correlations 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.

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

GRANTOR:

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04-29-1996

ASSIGNMENT OF RENTS (Continued)

Page 6

INDIVIDUAL ACKNOWLEDGMENT

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COUNTY OF COCIE	THE FO THE S A SHAME SHAME AND GROWN THE SHAME AND
to mu known to be the individuals described that they signed the Assignment as the mentioned. Oliven under my hand and official seal the	Notary Public, personally appeared ANNA BASIC and ROBERT STULA ribed in and who executed the Assignment of Rents, and acknowledge for free and voluntary act and doed, for the uses and purposes there this 25 day of AFRIC 1996.
	Residing at (200)
Notary Public in and for the Stele of	1(CINOIS
My commission expires	
	C
LASER PRO, Reg. U.S. Pat. & T.M. Off., Vo	or. 3.21 (2) 4996 CFI ProServices, Inc. All rights reserved.

My Commission Expires 7/28/97

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