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RECORDATION REQUESTED BY:

SOUTHWEST FINANCIAL BANK
AND TRUST COMPANY
15330 S. LAGRANGE AVENUE
ORLAND PARK, IL 60462

WHEN RECORDED MAIL TO:

SOUTHWEST FINANCIAL BANK
AND TRUST COMPANY
15330 S. LAGRANGE AVENUE
ORLAND PARK, IL 60462

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DEPT-01 RECORDING..... 831.98
T#0011 TRAN 7737 06/20/97 09:03:00
#1845 C REC# 47-442582
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: SOUTHWEST FINANCIAL BANK AND TRUST CO.
15330 SOUTH LAGRANGE ROAD
ORLAND PARK, IL 60462

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JUNE 12, 1997, between SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST #1-0763 DATED NOVEMBER 2, 1992, not personally but as Trustee under the provisions of a Trust Agreement dated November 2, 1992, whose address is 9901 SOUTH WESTERN AVENUE, CHICAGO, IL 60643 (referred to below as "Grantor"); and SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, whose address is 15330 S. LAGRANGE AVENUE, ORLAND PARK, IL 60462 (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 16 IN BLOCK 1 IN O. RUETER AND COMPANY'S MORGAN PARK MANOR SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 10844 SOUTH WESTERN AVENUE, CHICAGO, IL 60643. The Real Property tax identification number is 24-13-233-026.

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 SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST #1-0763 DATED NOVEMBER 2, 1992, Trustee under that certain Trust Agreement dated November 2, 1992 and known as .

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ASSIGNMENT OF RENTS (Continued)

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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 in defense of title or against Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lender. The word "Lender" means SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated June 12, 1987, in the original principal amount of \$60,000.00 from Grantor to Lender, together with all renewals of, extensions of, consolidations of, refinancings of, cancellations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.000%.

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 Assignment Section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, cash advances, or loan documents, environmental agreements, guarantees, security agreements, assignments of rents, and all other instruments, agreements and documents, whether now or hereafter existing, connected in connection with the transaction.

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

This ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDENTURES 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:

Grantor's Right of Performance. Except as otherwise provided in this Assignment or any Related Document, Grantor shall remain liable to Lender all amounts accrued by this Assignment as they become due and unpaid during the term of Grantor's obligation after this Assignment. Unless and until Lender consents in writing to do so, Grantor may not prepay any amounts due and so long as there is no default under this Assignment, Grantor may collect and receive all rents and charges of and operate and manage the Property and collect the Rents, provided that the amounts collected to collect the Rents shall not constitute Lender's consent to the use of cash collected in a manner inconsistent with this Assignment.

Grantor's Right of Non-Performance and Waiver of Rights with respect to the Rents. With respect to the Rents, Grantor agrees and waives to Lender that:

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

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.

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

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 Assignment.

Lender's Right to Collect Rents. Lender shall have the right at any time, and even though no default has occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby granted and given the following rights, powers and authority:

Lender's Right to Pay. Lender may cause and cause to pay and all tenants of the Property delinquent from the date of this Assignment and owing all Rents to be paid directly to Lender or Lender's agent.

Lender's Right to Possess. Lender may enter upon and into possession of the Property. General, public and utility companies or from any other persons who service, all of the Rents, leases and any use of the Property, necessary for the protection of the Property, including such proceedings as may be necessary to remove any person from the Property, collect the Rents and remove any tenant or tenants or other persons from the Property.

Lender's Right to Repair. Lender may enter upon the Property to maintain the Property and keep the same in good repair and to make all repairs and all services of all employees, including their compensation, and of all contractors, agents and suppliers of maintaining the Property in good repair and condition, and to pay all labor, materials and other expenses, and the premiums on the and other insurance carried 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 Kansas and of 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 securing 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 of necessity, 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 rights 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 maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph will 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 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:

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

Convenience 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.

Suit In Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of 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.

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.

Insolvency. The dissolution or termination of the Trust, 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

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ASSIGNMENT OF RIGHTS (Continued)

foreclosure, garnishment, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial process, power of sale, repossession or any other method, by any Creditor of Grantor or by any other person or entity holding any of the Property. However, the enforcement does not apply to the enforcement of any judgment or decree as to the validity or non-enforceability of the claim which is the basis of such judgment or decree, provided that Creditor gives Lender written notice of such claim and Lender has the right to file the claim adversary to Lender.

Failure to timely Cure. Any of the preceding events occurs with respect to any provision of this Agreement or any provision of any instrumentality or receiver of Grantor, or any other document or agreement relating to the instrumentality, Lender, at its option, may, but shall not be required to, exercise the following rights, subject to grants, assignments, and other interests existing under the governing law, in favor of Lender, and, in doing so, cure the Event of Default:

Financial Strength. A material adverse change occurs in Grantor's financial condition, or Lender believes the financial position or performance of the Instrumentality is impaired.

Bankruptcy. Lender reasonably deems itself insecure.

Failure to Cure. 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 right of damage or expense will be lost) by: (a) after Lender sends written notice demanding cure of such failure, if cured within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately thereafter, unless otherwise required to cure the same and thereafter continues and continues all reasonable and necessary steps necessary to produce completion as soon as reasonably practical.

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 granted by law:

Non-Bankruptcy Bankruptcy. Lender shall have the right at its option without notice to Grantor, to foreclose its security interest in the instrumentality and thereafter take and receive, including any prepayment penalty which Grantor shall be required to pay.

Bankruptcy. Lender shall have the right, without notice to Grantor, to take possession of the Property and the Assets, including accounts past due and unpaid, and apply the same to the payment of any amounts due to Lender, including the compensation. In the exercise of this right, Lender shall have the right to employ a Receiver or Trustee to collect the Assets, and if the Assets are collected by a Receiver or Trustee, Lender, as Grantor's assignee, shall be entitled to receive compensation for services rendered to the extent of Lender's and to negotiate the same with the Receiver or Trustee. Lender may demand payment to Lender in response to Lender's demand and (if necessary) the expenses of such collection, including all costs of any proper grounds for the demand and/or Lender may demand to receive such amount either in person, by agent, or through a receiver.

Employment by Lender. Lender shall have the right to be placed as manager or supervisor of the Assets or to cause to have a supervisor of all or any part of the Property who shall have full power and authority to manage and control the Assets and the Property, including, but not limited to, the right to make, change, alter, or cancel any contracts, agreements, or leases, and to make, change, alter, or cancel any documents, instruments, or papers, and to assess the cost of the management of the Assets, and to require payment of the same. Lender, or a receiver or receiver may serve without bond if permitted by law. Lender's right to be compensated by a receiver shall not impair or affect the apparent value of the Assets, and the compensation shall not exceed by a reasonable amount. Employment by Lender shall not disqualify a receiver from serving as a receiver.

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

Waiver 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 otherwise to demand strict compliance with the provisions of any other provision. Failure by Lender to pursue any remedy and the failure of Grantor to perform any obligation or duty imposed upon Grantor to perform shall not affect Lender's right to enforce a default and exercise the rights contained in this Assignment.

Right of Action. 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 award, plus attorney's fees and costs, whether or not any court action is instituted, and reasonable compensation for services rendered by Lender. The attorney's fees and costs are necessary as any time for the protection of the Assets and the Assets shall become a part of the business property and equipment and fixtures and personalty of Lender, and shall result at the rate provided for in the Note.

If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to any legal remedy available, including injunction, specific performance, or any other remedy available, whether or not there is a hearing. Inability to obtain a hearing or to obtain a hearing does not affect or impair any available remedy, including injunction, specific performance, or any other remedy available, and Lender shall pay any court costs, in addition to all other costs provided by law.

GENERAL PROVISIONS. The following general provisions are a part of this Assignment:

Amendments. This Assignment, together with any Exhibit or Document, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of this Assignment

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 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 ACCORDING 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 the Assignment shall not constitute a waiver of or prejudice the party's right elsewhere 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. Whatever 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 the 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 (by or himself 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 grantor).

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST #1-5763 DATED NOVEMBER 2, 1982 ACKNOWLEDGES IT HAS READ ALL THE PROVISIONS OF THIS ASSIGNMENT AND NOT PERSONALLY, BUT AS TRUSTEE AS PROVIDED ABOVE, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED BY ITS DULY AUTHORIZED OFFICERS AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED.

GRANTOR:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST #1-5763 DATED NOVEMBER 2, 1982

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ASSIGNMENT OF RENTS (CONTINUED)

Joseph D. Mengel, TRUST OFFICER

Joseph D. Mengel, ATTEST . . .

CORPORATE ACKNOWLEDGMENT

STATE OF Illinois)
)
)
 COUNTY OF Cook)

On the 15th day of July, 1997, before me, the undersigned Henry Pultz, President
and Attorney Joseph D. Mengel, TRUST OFFICER, and Patricia M. Lane,
ATTEST OF SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, TRUST FUNDAMENTALLY
NOT AS TRUSTEE UNDER TRUST #1-070 LATED NOVEMBER 2, 1992, AND KNOWN TO THE SELLER
AS THE CORPORATION THAT EXECUTED THE AGREEMENT OF RENTS AND ACKNOWLEDGED THE ASSIGNMENT TO BE THE FIRST
AND UNDERTAKING ACT AND DEED OF THE CORPORATION, BY APPROVAL OF ITS BYLAW OR BY RESOLUTION OF ITS BOARD OF DIRECTORS,
FOR THE WAYS AND PURPOSES THEREIN MENTIONED, AND WE BOTH STATE THAT THEY ARE AUTHORIZED TO EXECUTE THE
AGREEMENT AND IN FACT EXECUTED THE ASSIGNMENT ON BEHALF OF THE CORPORATION.

Patricia M. Lane

Henry Pultz is and for the State of ILLINOIS

by him/her signature 7/9/2000

Residing at 9001 So. Western - Chicago

