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RECORDATION REQUESTED BY:

The Mid-City National Bank of Chicago 7222 West Cermak Road North Riverside, IL 60546

WHEN RECORDED MAIL TO:

The Mid-City National Bank of Chicago 7222 West Cermak Road

North Riverside, IL. 60546

SEND TAX NOTICES TO:

The Mid-City National Benk Chicago 7222 West Cermilk Road North Riverside, it. o0546

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FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

F.L. Jankiewicz

ASSIGNMENT OF RENTS

*A single person THIS ASSIGNMENT OF RENTS IS DATED MARCH 12, 1957, Estween Georgia Greenberg, whose address is 2235 Charleston, Chicago, IL 60647 (referred to below as "Civintor"); and The Mid-City National Bank of Chicago, whose address is 7222 West Cermak Road, North Averside, IL 60546 (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 Renie from the following described Property located in Cook County, State of Illinois:

LOT 6 IN THE SUBDIVISION OF LOTS 38 TO 44 INCLUSIVE IN BLOCK 4 IN CHERMAN'S ADDITION TO HOLSTEIN IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLING'S.

The Real Property or its address is commonly known as 2034 Charleston, Chicago, IL. 10647. The Real Property tax identification number is 14-31-127-030.

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 Georgia Greenberg.

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

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TICOR TITLE

(Confined)

to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in

this Assignment.

attached to this Assignment.

Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by rate of 0.500 percentage point(s) over the Index, resulting in an initial rate of 8.750% per annum. NOTICE: per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.250% modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. principal emount of \$287,000.00 from Grantor to Lender, together with all renewals of, extensions of, Note. The word "Note" means the promissory note or credit agreement dated March 12, 1997, in the original Lender. The word "Lender" means The Mid-City National Bank of Chicago, its successors and assigns.

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.

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

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

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

PAYMENT AND PERFORMANCE. Except as otherwise a vided in this Assignment or any Related Document, Charlor shall pay to Lender all amounts secured by this as signment as they become due, and shall shedy perform all of Grantor's obligations under this Assignment. Uners and until Lender exercises its right to collect the Remay provided below and so long as there is no detail and collect the Remay provided that the Remay in the Henra as provided that the Remain in a parliaming of the right to collect the Remay provided that the granting of the right to collect the Remay provided that the granting provided that the Remain in a bandupicty of the right to collect the Remain in a bandupicty of the right to collect the Remain in a bandupicty of the right to collect the Remains are provided that the Branton in a bandupicty of the right to collect the Remains are provided that the Branton in a bandupicty of the right to collect the Remains are provided that the Branton in a bandupicty of the right to collect the Remains are provided that the Branton in the Remain that the Remain that the Remains are provided that the Remain that the Remain that the Remain that the Remain that the Remains are provided that the Remain that t

Rents, Grantor represents and warrants to Lender that: CHYMLOH'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the

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

10 Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any Right to Assign. Grantor has the and convey the Ments to Lender. Grantor has the full right, power, and authority to enter into this Assignment and to assign

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights instrument now in force.

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 area occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby area occurred the following rights, powers and authority:

Motice to Tenume. 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; including such proceedings and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to proceedings as may be necessary to the process of the Property; collect the Rents and remove any tenants or other persons from

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 taxes, essessments and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, essessments and water utilities, and the premiums on the and other insurance effected by Lender on the Property. the Property.

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(Continued)

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 REMTS. 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 fuch 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 nays 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 otherwish, 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 or law for the relief of debtors, (b) by reason of any settlement or composite 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 affective 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 angunt 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, viii (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 ramaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's majurity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall he in addition to any other rights or any remedies to which Lender may be antitled 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 chiefwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Frent 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.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental

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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 or to element proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor 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 Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

insecurity. Lender reasonably deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

reg of beniupen Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents. Lender shall have the right past due and unpaid, and apply the net proceeds, over and above collect scots, a tain a the Indeptedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender, proceeds, the rights provided in the name of circuity and to negotiate the same and collect the proceeds. Payments or other users to Lender in resonate to Lender in resonate to Lender as demand shall satisfy the obligations for which the payments on other users to Lender in resonate to Lender's demand shall satisfy the obligations for which the payments are substructive or not any proper grounds for the demand enalt satisfy the obligations for which the payments are substructive or not any proper grounds for the demand enalt enalts obligations for which the payments are substructive or not any proper grounds for the demand enalts. Lender may exercise its rights under this substructive or not any proper grounds for the demand enalts.

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 part of the Property, with the power to protect and preserve the Property, to operate the Property to operate the Property to operate the Property or collect the Property or collect the Property of the Indeptedition or receiver that which of the apparent value of the Property exceeds the appointment of a receiver shall exist which or or not the apparent value of the Property exceeds the apparent of a receiver shall exist which or or not the apparent value of the Property exceeds the apparent of a receiver shall exist which or or or or the process of the Property exceeds the apparent of a receiver shall exist which or or or or the property of the Property exceeds the apparent of a receiver shall exist which or or or or the property of the Property exceeds the apparent of a receiver shall exist which or or or or receiver the property of the Property exceeds the apparent of the Property exceeds the apparent of the Property exceeds the property exceeds the property of the Property exceeds the property exceeds the property exceeds the property of the Property exceeds the property of the Prope

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

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Welver: Election of Remedies. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not silicate pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this fees at this and on any appeals. Whether or not any court action to involved, all resconsble expenses incurred enforcement of its rights enable to recover such suits at involved, all resconsble expenses incurred enforcement of its rights enable or on the independences 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 legal expenses whether or not there is a lawsuit, including attorneys fees for bankruptcy and claim of engal expenses whether or not there is a lawsuit, including attorneys although without limitation, however subject to any limits under applicable law. Lender's although the cost of searching records, obtaining due reports (including efforts to modify or vacate any submission date reports (including efforts to modify or vacate any submission date reports (including efforts to modify or vacate any submission) and reports (including efforts) and applicable law. Lender's figure or modify or vacate any submission by this applicable law. Creater perfect the costs, in addition to all other euros provided by law.

Spenses of expenses whether or not there is a lawsuit, including attorneys fees for bankungers and content to any the lawsuit includes the reports (including efforts) to modify or vacate any submission date reports (including entered by this any and applicable law contents of the costs, and the lawsuit includes by law.

Spenses covered by this includes the laws of the lawsuit includes by the contents of the lawsuit of the contents of the lawsuit interests of the lawsuit

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 be 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.

Illinois. This Assignment shall be governed by and construed in accordance with the laws of the Slate of Applicable Law. This Assignment has been delivered to Lender and secepted by Lender in the Slate of

No Medification. Grantor shall not enter into any sgreement with the holder of any mortgage, deed of trust, or the modified, 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. **SIOUIII**

If 'a court of competent jurisdiction finds any provision of this Assignment to be invalid or Severability. 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.

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

GRANTOR:			
X Géorgia Gréenberg			
INDIVIDUAL ACKNOWLEDGMENT			
STATE OF ILLINISIS			
COUNTY OF COK			
On this day before me, the undersigned Notary Public, personally appeared Georgia Greenberg to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.			
Given under my hand and official seal this 2155 day of Mrsc/4, 1997.			
By Seline Rose Residing at 5745 N. Singripmy, Chapter			
Notary Public in and for the State of $\pm cciNols$			
My commission expires //-/5 OFFICIAL SEAL* HELENE M. ROSE Notary Public, State of Illinois			
ASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.22b (c) 1997 GFFF Consider the All grains eserved. IL-G14 GREENBER.LN R3.OVL] 97445444			

Property of Cook County Clerk's Office

OFFICIAL SEAL
HELENE M. BOSE
Notary Public, State of Illinois
hip Commission Expires 11/15/99