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97476592

RECORDATION REQUESTED BY:

First National Bank of Morton Grove
6201 West Dempster Street
Morton Grove, IL 60053

WHEN RECORDED MAIL TO:

First National Bank of Morton
Grove
6201 West Dempster St.
Morton Grove, IL 60053

DEPT OF TREASURER \$25.50
REC'D - 6/24/97 10:00 AM
FDIC FD * 97-476592
100-1147-00000000

SEND TAX NOTICES TO:

Arthur Checchin and Dawn Checchin
415 W. Haven
Arlington Heights, IL 60005

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: Bartlett Johnson

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JUNE 23, 1997, between Arthur Checchin and Dawn Checchin, husband and wife, whose address is 415 W. Haven, Arlington Heights, IL 60005 (referred to below as "Grantor"); and First National Bank of Morton Grove, whose address is 6201 West Dempster Street, Morton Grove, IL 60053 (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 19 in Block 5 in Moran's Subdivision of part of Lots 4 and 7 in County Clerks division of the East 3/4 of Section 33, Township 40 North, Range 13, East of the Third Principal Meridian, (Except the East 2.75 acres of said lot 4) in Cook County, Illinois.

The Real Property or its address is commonly known as 5146 W. Grand Avenue, Chicago, IL 60639. The Real Property tax identification number is 13-33-223-038.

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 Arthur Checchin and Dawn Checchin.

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 this Assignment.

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Employ Agents. Lender may engage such agent or attorney as Lender may deem appropriate, either in Lender's name or in Grantaire's name, to rent and manage the Property, including the collection and application

lease see the **Property**. Lennder may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lennder may deem appropriate.

Illinois and aside all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the operation of the railroads.

taxes, assessments and charges, and the premiums on life and other insurance policies held by the Proprietor.

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 all services of all employees, including their equipment, and to pay all continuing expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water rates and other expenses of insurance effected by Lender on

recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Transfer of Property—Under many other systems of law possession of the property, all or some part of it, carries with it the title to the property. In such cases, the transfer of title may be effected by delivery of the property or by delivery of a written instrument.

Notice to Tenants. Landlord may send notices to tenants to be paid directly to Leander or Leander under the terms of this Agreement and directing all rents to be paid directly to Leander or Leander under the terms of this Agreement.

been said grants the following rights, powers and authority:

in the Rents except as provided in this Agreement.

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

which is passing through the valley, provided that it is not too narrow to allow the water to pass over it.

Others will. Quality is measured by how well it serves the needs of the user, and quality standards must be met.

TRANSPORTS, REPRESENTATIUNES AND WORKERS' RIGHTS WITH RESPECT TO THE MENTS. Many respect to the rights, grants, representations and warranties of Lender described below:

The right to collect the rents shall not constitute a Lien or Consent to the use of cash collected in a bankruptcy proceeding.

As there is no default under this Assignment, Grantor shall have the right to manage the Property and collect the Rents, provided that the grantee

PERFORMANCE AND DOCUMENT RELATED CHANGES Except as otherwise provided in this Assignment or any Related Document, all day shall be to render services and make assignments as they become due, and shall strictly observe the terms and conditions of this Assignment. All documents and reports shall be to collect information and data to determine the best method of performing the work and to advise the client of the results of such studies. The client shall be entitled to inspect the work at all times during the performance of the services and to require changes in the work or in the methods of performing the work whenever the client deems it necessary. The client shall be entitled to inspect the work at all times during the performance of the services and to require changes in the work or in the methods of performing the work whenever the client deems it necessary.

DOCUMENTS. THIS AGREEMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

THIS ASSIGNMENT IS GIVEN TO SEE SOURCE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERIODIC PAYMENTS OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED AGREEMENTS OR CONTRACTS WHICH ARE PART OF THE SECURITY FOR THE DEBT.

Attachment 2 to this Assignment.

Whether the word *Heirs* means all rents, revenues, income, issues, products and proceeds from the property or only those rents, revenues, income, issues, products and proceeds described in any exhibit

highlighting, executing in conjunction with the embeddedness.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Property. The word "Property" means the real property, and all improvements thereon, described above in the "Assignment" section.

modifications of, retransmissions of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.125%.

Note. The word "Note" means the promissory note of certain agreements dated June 23, 1951, in the original amount of \$25,900.00 from Granitor to Lender, together with all renewals of, extensions of

Lender. The word "Lender" means First National Bank of Norton Grove, its successors and assigns.

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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:

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 required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender 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. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee 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 preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee 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 disqualify a person 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; Election 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 that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

Multiple Parties. 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

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Events Affecting Guarantor. Any of the preceding events occurs within respect to any guarantor of any of the indebtedness or becomes incompetent, or revokes or disclaims the validity of, or inability under, any guarantee of the indebtedness.

For disclosure, Foreclosure, etc. Commencement of foreclosure procedure or sale of real property, whether by judicial proceeding, self-help, repossession or any other method, by any creditor or Grantee of Gratuitor or by any governmental agency against any of the Propertys. However, this subsection shall not apply in the event of a good faith disuse by, Gratuitor or Grantee of the validity or reasonableness of the claim which is the basis of the foreclosure procedure, provided that such notice of such claim and furnishes reserves a surety bond for the claim satisfied to Lender.

Part of: **Author's property**, any assignment for the benefit of creditors, any type of credit or workout, or the cancellation of any bankrupcy or insolvency laws by or against Grantor.

other agreement between Granitor and Landner.

Other De'aults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any

Detective Collateralization. This Asymmetry of any collation failure of any document to create a valid and perfect document ceases to be in full force and effect (in) including failure of any document to create a valid and perfect security interest or lien).

Group or under this Assumption, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

certained in this Assignment, the NGO or in any of the Related Documents.

Default on indebtedness. Failure to make any payment when due on the indebtedness.

FAULT, Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

All will not be constructed as curing the default so as to bar Lender from any remedy that it otherwise would have

The parties hereto agree that if the Company fails to make payment in full of the amount due under this Agreement by the date specified in Section 10.1 hereof, the Company shall pay to the Lender a sum equal to the amount due under this Agreement plus interest thereon at the rate of 12% per annum from the date of such failure until paid in full.

added to the balance of the Note and be applicable until such time as the Note is paid in full. The term of (i) the Note and (ii) the Note shall be extended by one year if the Note is not paid in full at the end of the original term or if the Note is not paid in full at the end of the extension period.

the date of repayment by Granatex. All such expenses at Lender's option will (a) be payable on demand, (b)

PENALTIES BY LENDER If particular traits of property will deny provision of this assistance, or if a guarantor's credit rating is compromised by material debts in the property, the lender may withhold the amount of their loan.

never had been originally intended by Leibniz, and therefore should be bound up in any justification of the originality of his Assumption.

twiwhitsanding any cancella~~tion~~ of this assigment or of any note or other instrument evidencing indebtedness and the property will continue to secure the amount repaid or recovered to the same extent as it

Without limitation Granta and its assigns shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any amendment or supplement to this Agreement.

Gramator, whether voluntarily or otherwise, or by any third party, on the indebtedness and render is liable to remit the amount of the guarantee or by any trustee in bankruptcy or to any greater amount than the amount of the guarantee or by any third party, on the indebtedness and

executed and delivered to Plaintiff a suitable affidavit concerning his financial statement on file.

ALL PERIODICALS WHICH ARE ISSUED UPON GRANTOR'S ORDER THIS AGREEMENT IS MADE AND THE RELATED DOCUMENTS, WHETHER OTHERWISE PERFORMED OR NOT, SHALL

accrued by this Assignment, and shall be payable on demand, with interest at the Note rate from date of assignment until paid.

Assumption 2: Assets received by the firm will be used to pay off debts and not to increase the firm's debt.

PPLIFICATION OF RENTS. All costs and expenses incurred by Lender may pay such costs and expenses from the rents. Lender, in its sole discretion, shall be entitled to deduct such amounts from the rents.

that Leader shall have performed one or more of the foregoing acts or things shall not require Leader to do any other specific act or thing.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact of Grantor for the purpose stated above.

Other Acts. Lender may do all such other things and acts which 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 Rents

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(Continued)

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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.

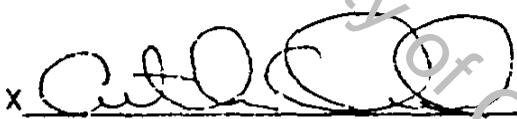
Time Is of the Essence. Time is of the essence in the performance of this Assignment.

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:

x 
Arthur Checchin
x 
Dawn Checchin

INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)

) ss

COUNTY OF Cook)

On this day before me, the undersigned Notary Public, personally appeared Arthur Checchin and Dawn Checchin, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this 23rd day of April, 1997.

By Michael J. Johnson

Residing at 5416 77 Milwaukee Ave

Notary Public in and for the State of IL

My commission expires 12-31-97

Notary Public
State of Illinois
Commission Expires
12-31-97

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