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RECORDATION REQUESTED BY:

TRUST SUBURBAN BANK COMPANY 372 Wood [lale Rd. Wood Dale, IL 60191

WHEN RECORDED MAIL TO:

TRUST

SUBURBAN BANK COMPANY 372 Wood Bale Rd. Wood Date; IL 60191

Wood Dale, IL 6019

SEND TAX NOTICES TO:

SUBURBAN COMPANY BANK TRUST 372 Wood Dale P.J.

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DEPT-01 RECORDING

\$31.50

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COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

Diriene Pedersen

372 Viced Dale Road in SERVICES # Wood Dale, Illinois 60191

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED JULY 25, 1997, between Ignazio Laudando and Maria Laudando, his wife, whose address is 1008 N. 15th Avenue, Melrose Park, IL 6(160 (referred to below as "Grantor"); and SUBURBAN BANK & TRUST COMPANY, whose address is 372 Ward Dale Rd., Wood Dale, IL 60191 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a conlinuing 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 15 in Black 73 in Melrose a Subdivision of Lots 3, 4 and 5 in Subdivision of the South 1/2 of Section 3 and 10 lying North of the Chicago and Northwestern Railroad in Township 3 North, Range 12. East of the Third Principal Meridian, in Cook County, Illinois

The Real Property or its address is commonly known as 1008 N. 15th Avenue, Meirose Park, IL 60160. The Real Property tax identification number is 15-03-430-012.

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.

Existing Indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be secured by this Assignment to First Security Bank of Wood Dale described as: Mortgage Loan dated December 7, 1995 and recorded as Document No. 96016020 and assignment of Rents dated December 7, 1995 and recorded as document #96016019. The existing obligation has a current principal balance of approximately \$1,603.00 and is in the original principal amount of \$3,000.00.

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livent of Default. The words "Event in! Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

Circintor. The word "Grantor" means Ignazio Laudando and Maria Laudando.

lindebtedness. 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.

Linder. The word "Lender" means SUBURBAN BANK & TRUST COMPANY, its successors and assigns.

Note: The word "Note" means the promissory note or credit agreement dated July 25, 1997, in the original principal amount of \$10,724.25 from Grantor to Lender, together with all renewals of, extensions of, modifications of refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 9.75(1%. The Note is payable in 36 monthly payments of \$344.85.

Protectly. The word "Property" meitns the real property, and all improvements thereon, described above in the "Assignment" extraor

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 agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDEF 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 to this Assignment or any Related Document. Grantor shall pay to Lender all amounts secured by this Assignment at they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and undifference exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Fients, provided that the granting of the right to collect the Rents shall not constitute Lencler's consent to the use of cash collateral in a bankruptcy proceeding.

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

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

Right: 10 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 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 Agreement.

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

Notice to Tenants. 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 Its 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; 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. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all

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taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

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

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

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the inclebtedness. 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 till 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 Lander's security interest in the Reints and the Property. Any termination fee required by law shall be paid by Crantor 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 Lerider 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 comprehense 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 rolls or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount rever had been originally received by Lender, and Grantur 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, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property Londer 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 riemand, (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's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

Compliance Default. Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

False Stellements. 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

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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 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 forefeiture 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.

insecurity. Lender reasonably deems itself insecure.

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

RIGHTS AND RENZOIES 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 remadies provided by law

Accelerate Indebtations. Lender shall have the right at its option without notice to Girantor to declare the entire Indebtedness introductely 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 indepted costs. 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 endors 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 ot ligations 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 the under the payments are subparagraph either in person, by agent, or the under the payments are subparagraph either in person, by agent, or the under the payments are subparagraph either in person, by agent, or the payments are subparagraph.

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 preceding foreclosure or sale, and to collect the Rents from the Prope ty 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 apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a

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

Walver; 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 shall not 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 disclare 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 Attionneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Attionneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable accomises incurred try Lender that in Lender'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 Indebtedness payable on demand and start 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 for bankruptcy sinceedings (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 appeals and any applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

It is a provided by law.

It is a provided by law.

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

Antendments. 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 Hilnois.

Multiple Parties. All obligations of Grantor under this Assignment shall be joint and several, and all

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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. 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 forbearing 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 examption. 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 consoliance 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 is required.

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

GRANTOR:

ionazio Laudando

Lower, V.

* Mario Decidence

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF	Illinois		ر		
COUNTY OF	DuPage	_) 88		
On this day before Laudando, to me acknowledged the	re me, the undersign known to be the ind at they signed the As	signment as thei	r free and voluntary	ed Ignazio Laudando ed the Assignment of act and deed, for the	u nd Maria Flents, and Luses and
By Mau Notary Public In a	nerd and official seal	Paless-	Residing at <u>uo</u>	ed Jali	<u>,</u>
My commission e	xpires & . MARY	PUBLICATION OF THE PERSON OF T	EN 8		
ASERI PRO, Reg. U L-G14 LAUDAND	J.S. Pat. & T. O.L.N R1.OVL		Et BroServices, Inc.	All rights reserved.	