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Cook County Recorder 22.00**RECORDATION REQUESTED BY:**

FIRST NATIONAL BANK OF
ILLINOIS
3256 RIDGE ROAD
LANSING, IL 60438

WHEN RECORDED MAIL TO:

FIRST NATIONAL BANK OF
ILLINOIS
3256 RIDGE ROAD
LANSING, IL 60438

SEND TAX NOTICES TO:

WALTER MAZUR and ANNA U.
MAZUR
2917-190TH ST.
LANSING, IL 60438

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: FIRST NATIONAL BANK OF ILLINOIS
3256 RIDGE ROAD
LANSING, IL 60438

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED OCTOBER 15, 1987, between WALTER MAZUR and ANNA U. MAZUR, HUSBAND AND WIFE, whose address is 2917-190TH ST., LANSING, IL 60438 (referred to below as "Grantor"); and FIRST NATIONAL BANK OF ILLINOIS, whose address is 3256 RIDGE ROAD, LANSING, IL 60438 (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 9 IN AXTELL'S ADDITION TO LANSING, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 36 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 3532 RIDGE ROAD, LANSING, IL 60438. The Real Property tax identification number is 30-32-125-010.

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 WALTER MAZUR and ANNA U. MAZUR.

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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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.

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

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 costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utility bills, and the premiums on fire and other insurance effected by Lender or the Property.

Property.

Assignee will direct all rents to be paid directly to Lender or Lender's agent.

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this action and granted the following rights, powers and authority:

No further interest or otherwise affect the lessee's rights under this Agreement.

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

and claims except as disclosed to and accepted by Lennder in writing.

RANTORS REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the units, Grantor represents and warrants to Lender that:

the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

YMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Lender shall pay to Beneficiary all amounts required by this Assignment as they become due, and shall strictly perform all of Beneficiary's obligations under this Assignment. Unless and until Lender exercises its right to collect from Beneficiary as provided below and so long as there is no default under this Assignment, Beneficiary may remain in performance of this Assignment.

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

whether due now or later, revenues, incomes, issues, profits and proceeds from the Property, rents, the word "rents" means all rents, revenues, incomes, issues, profits described on any exhibit attached to this Assignment.

existing, exceeded in connection with the indebtedness.

"Property Definition" section.

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

The interest rate on the Note is 8.500%.

Note. The word "Note" means the promissory note or credit agreement dated October 15, 1997, in the amount of \$35,000.00 from Grantor to Lender, together with all renewals of, extensions of,

To achieve objectives of greater underwriting success, together with interest on such amounts as provided in this Assignment.

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ASSIGNMENT OF RENTS
(Continued)

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 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 otherwise, 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 interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the 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 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 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 forfeiture 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

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Severability. If a court of competent jurisdiction finds any provision of this Assalamet to be invalid or unenforceable as to any other persons or circumstances, it remains valid and enforceable as to any other persons or circumstances, such finding shall not render it invalid or unenforceable as to any other persons or circumstances. Any such offending provision shall be

No modifications. Granter shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement over this Assignment by which has priority over this Assignment without written consent of Lender.

Multiple Parties. All obligations of Grantor under this Assignment shall mean each and every Grantor. This means that each of the persons signing below

Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

This Agreement 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.

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

Attorneys' Fees. Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Fees shall be entitled to recover such sum as the court may adjudicate as attorney's fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that are necessary at any time for the prosecution of its interest or the enforcement of its rights shall become a part of the rate provided for in the Note. Expenses covered by this Note shall be paid to Lender until repaid at the rate provided for in the Note.

From the date of expenditure until repaid at the rate provided for in the Note, expenses covered by this Note shall bear interest from the date of expenditure until repaid at the rate provided for in the Note.

Paragraphs included, without limitation, however subject to any limits under applicable law, Lender's fees and expenses (including legal expenses whether or not there is a lawsuit, including attorney's fees for bankruptcies proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any proceedings before post-judgment collection services, the cost of searching records, attorney's fees for foreclosures (including reports, surveys, reports, and appraisal fees, and title insurance fees), as well as the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided 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 otherwise to demand strict compliance with any other provision of this Assignment 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 Gramtor under its remedies under this Assignment.

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

Collect Rent, Lennder shall have the right, without notice to Granitor, to take possession of the Property and collect the Rent, including amounts past due and unpaid, and apply the net proceeds, over and above Lennder's costs, against the indebtedness. In furtherance of this right, Lennder shall have all the rights provided for in the Lennder's Right to Collect Section, above. If the Rents are collected by Lennder, then Granitor reserves the right to collect the same from Lennder.

Accrued late indebtedness. Lender shall have the right at its option without notice to Gramtor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Gramtor would be entitled to pay.

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

Adverse change. A negative adverse change occurs in clinical circumstances, or, Lethal, Deleterious and prospect of payment or performance of the indebtedness is impaired.

Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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ASSIGNMENT OF RENTS (Continued)

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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.

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 Walter Mazur
WALTER MAZUR

X Anna U. Mazur
ANNA U. MAZUR

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

) ss

COUNTY OF Cook)

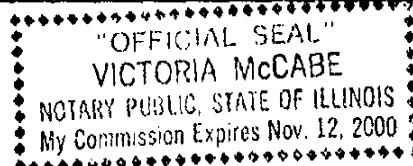
On this day before me, the undersigned Notary Public, personally appeared WALTER MAZUR and ANNA U. MAZUR, to me known to be the individuals described in and who executed the Assignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and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

Given under my hand and official seal this 15th day of October, 19 97.

By Victoria McCabe Residing at 5705 W 95th St, Oak Lawn

Notary Public in and for the State of Illinois

My commission expires _____



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