

UNOFFICIAL COPY

RECORDATION REQUESTED BY:

Bloomingdale Bank and Trust
150 S. Bloomingdale Road
Bloomingdale, IL 60108

WHEN RECORDED MAIL TO:

Bloomingdale Bank and Trust
150 S. Bloomingdale Road
Bloomingdale, IL 60108

C112408

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: BLOOMINGDALE BANK AND TRUST
150 S. BLOOMINGDALE ROAD
BLOOMINGDALE, ILLINOIS 60108

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED OCTOBER 8, 1997, between Ernesto Solles, Jr., a single man, whose address is 31W570 Spaulding Road, Elgin, IL 60120 (referred to below as "Grantor"); and Bloomingdale Bank and Trust, whose address is 150 S. Bloomingdale Road, Bloomingdale, IL 60108 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants, & 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:

See legal description attached hereto as Exhibit "A" and made a part hereof.

The Real Property or its address is commonly known as 31W620 Spaulding Road as to parcel 1 and 31W570 Spaulding Road as to parcel 2, Elgin, IL 60120. The Real Property tax identification number is 06-29-300-029 as to parcel 1 and 06-29-300-013 as to parcel 2.

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 Ernesto Solles, Jr..

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.

Lender. The word "Lender" means Bloomingdale Bank and Trust, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated October 8, 1997, in the original

UNOFFICIAL COPY 7807094

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 the assignments, Lender may enter upon and take possession of the Property directly or Lender's agents.

Enter the Property. Lender may enter upon and take possession of the Property, directly, collected and receive from the tenants or from other persons liable therefor, all of the Rents; including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenancies, or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the same in repair and keep the same in repair; to pay the costs and expenses of all services of all employees, including their equipment, and of all continuing costs and expenses of water utility, and the premiums on fire and other insurance affected by Lender or taxes, assessments and water utility, and the premises on fire and other insurance affected by Lender or the Property.

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

Release 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 place and stead of Grantor and to the Property as Lender may deem appropriate and all of the powers given and granted the following rights, powers and authority:

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:

The **Property**. The word "Property" means the real property, and all improvements thereon, described above in the **Assigment** section. The word "Real Property" means the property, interests and rights described above in the **REAL PROPERTY Definition** section.

REAL PROPERTY. The word "Real Property" means the property, interests and rights described above in the **Property Definition** section.

Related Documents. The words "Related Documents" mean and include without limitation all documents, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter executed, delivered or otherwise made, relating to the property described in the **Assigment**.

Relatable Documents. The words "Relatable Documents" mean and include without limitation all documents, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter executed, delivered or otherwise made, relating to the property described in the **Assigment**.

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

(Continued)

UNOFFICIAL COPY

10-08-1997

ASSIGNMENT OF RENTS

(Continued)

Page 3

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

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:

UNOFFICIAL COPY 77007094

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.

Suecessors and Assignees. Subject to the limitations stated in this Assignment, the Assignee or Grantee's suecessors and assigns, shall be binding upon and inure to the benefit of the parties, their suecessors and assignees, if ownership of the property becomes vested in a person other than Gramatik, Leander, without notice assigins, or otherwise, it will be held that the property remains with Gramatik, Leander, without releasing Gramatik, Leander, from his obligations under the indenture.

Severability. If a Court of competent jurisdiction invalidates any provision of this Assignment to be invalid or unenforceable as to any other person or circumstances, such finding shall not render that provision invalid or deemed to be within the limits of enforceability or validity; however, if the offending provision cannot be modified to be within the limits of enforceability or validity, any such offending provision shall be removed from this Assignment.

No Modification. Granulator shall not enter into any agreement with the holder of any mortgagee, need of trust, or other security agreement which has priority over this Assignment by which that assignment is modified, amended, extended, or renewed without the prior written consent of Lender. Granulator shall obtain no further request nor access to any future advances under any such security agreement without the prior written consent of Lender.

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

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 or amendment to be effected unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of the party's rights otherwise to demand strict compliance with any provision of this Assignment.

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

reclaimable aggregate in Possessions, Leander shall have the right to use Possessions as a Project and Preserve the Project until the Project is completed or until the Project is sold or until the Project is abandoned.

Accelerate indebtedness. Lenders shall have the right at its option without notice to Garnitor to demand payment in full of all amounts due and payable under this Note.

UNOFFICIAL COPY**ASSIGNMENT OF RENTS**

(Continued)

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.

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

GRANTOR:

X _____

Ernesto Selles, Jr.

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

) 88

COUNTY OF WAKE

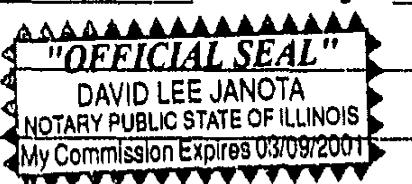
On this day before me, the undersigned Notary Public, personally appeared Ernesto Selles, Jr., to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th day of OCTOBER, 1997,

By DAVID LEE JANOTA Residing at _____

Notary Public in and for the State of ILLINOIS

My commission expires _____



UNOFFICIAL COPY

152007094

EXHIBIT A

PARCEL 1:

A PARCEL OF LAND IN THE WEST HALF OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO BEING THAT PART OF THE FOLLOWING DESCRIBED OVERALL PARCEL:

COMMENCING AT A POINT ON THE WEST LINE OF SECTION 29 AFORESAID, 50 FEET SOUTHWEST FROM THE NORTHEAST PROPERTY LINE OF ELGIN, JOLIET AND EASTERN RAILWAY COMPANY AS NOW LOCATED (MEASURED AT RIGHT ANGLES THERETO); THENCE SOUTHEAST PARALLEL TO AND 50 FEET SOUTHWEST FROM SAID NORTHEAST PROPERTY LINE A DISTANCE OF 885.4 FEET TO THE EASTERLY RIGHT OF WAY LINE OF COMMONWEALTH EDISON COMPANY (SUCCESSOR BY MERGER TO PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) AS CONTAINED IN A DEED DATED DECEMBER 29, 1939 AND RECORDED AS DOCUMENT 12472185 ON APRIL 26, 1940 IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK 35650, PAGE 477; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 64.54 FEET FOR A PLACE OF BEGINNING, SAID PLACE OF BEGINNING BEING 100 FEET SOUTHWEST FROM SAID NORTHEAST PROPERTY LINE (MEASURED AT RIGHT ANGLES THERETO), THENCE SOUTHEASTERLY ALONG A LINE 100 FEET SOUTHWESTERLY FROM AND PARALLEL TO SAID NORTHEAST PROPERTY LINE A DISTANCE OF 628.8 FEET, THENCE SOUTH ALONG A LINE PARALLEL TO WEST LINE OF SAID SECTION 29, A DISTANCE OF 515.9 FEET TO A POINT ON CENTER LINE OF SPAULDING ROAD, SAID POINT BEING 601.8 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES THERETO) THE CENTER LINE OF MAIN TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, THENCE WESTERLY ALONG THE CENTER LINE OF SPAULDING ROAD TO THE POINT OF INTERSECTION WITH THE AFORESAID EASTERLY RIGHT OF WAY LINE OF COMMONWEALTH EDISON COMPANY; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THE WESTERLY 40 FEET THEREOF, AS MEASURED PERPENDICULARLY TO AND PARALLEL WITH SAID EASTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY

97807094

BEGINNING AT THE SOUTHEASTERLY CORNER OF THE ABOVE DESCRIBED OVERALL PARCEL, SAID POINT ALSO BEING ON THE CENTERLINE OF SPAULDING ROAD AND 601.8 FEET WESTERLY OF (MEASURED AT RIGHT ANGLES THERETO) THE CENTERLINE OF THE MAIN TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY; THENCE WESTERLY ALONG SAID CENTERLINE OF SPAULDING ROAD, A DISTANCE OF 32.11 FEET; THENCE CONTINUING WESTERLY ALONG SAID CENTERLINE ON A LINE WHICH FORMS AN ANGLE OF 175 DEGREES 46 MINUTES 08 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 112.96 FEET; THENCE NORtherly ON A LINE PARALLEL WITH AND 145.0 FEET WESTERLY OF AS MEASURED PERPENDICULAR TO THE EASTERLY LINE OF THE ABOVE DESCRIBED OVERALL PARCEL, ALSO BEING ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 33 MINUTES 39 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 300.00 FEET; THENCE EASTERLY ON A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE A DISTANCE OF 145.00 FEET TO SAID EASTERLY LINE, THENCE SOUTHERLY ALONG SAID EASTERLY LINE, ALSO BEING A LINE WHICH FORMS AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, A DISTANCE OF 299.05 FEET TO THE POINT OF BEGINNING WITH PARCEL CLOSURE ANGLE OF 93 DEGREES 40 MINUTES 13 SECONDS TO THE LEFT OF THE LAST DESCRIBED COURSE, LYING IN COOK COUNTY, ILLINOIS.

COOK County Clerk's Office

UNOFFICIAL COPY

PARCEL 2:

A PARCEL OF LAND SITUATED IN THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE POINT OF INTERSECTION OF THE CENTER LINE OF A PUBLIC ROADWAY COMMONLY KNOWN AS SPAULDING ROAD, WITH A POINT 601.80 FEET WESTERLY OF THE CENTER LINE OF THE MAIN TRACK OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY, MEASURED AT RIGHT ANGLES THERETO, (SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LAND CONVEYED BY DEED RECORDED JUNE 1, 1990 AS DOCUMENT 90255558); THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 29, A DISTANCE OF 317.46 FEET TO A POINT; THENCE EASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 124.65 FEET TO A POINT; THENCE SOUTHERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 308.09 FEET TO A POINT ON THE CENTER LINE OF AFORSAID SPAULDING ROAD; THENCE WESTERLY ALONG THE CENTER LINE OF SAID SPAULDING ROAD, 125.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.