

RECORDATION REQUESTED BY:

BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660

WHEN RECORDED MAIL TO:

BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660

SEND TAX NOTICES TO:

BROADWAY BANK
5960 N. BROADWAY
CHICAGO, IL 60660

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: **BROADWAY BANK
5960 N. BROADWAY AVENUE
CHICAGO, ILLINOIS 60625**

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED NOVEMBER 12, 1997, between LESTER KANE, MARRIED MAN, whose address is 1551 W. DIVISION, CHICAGO, IL 60622 (referred to below as "Grantor"); and BROADWAY BANK, whose address is 5960 N. BROADWAY, CHICAGO, IL 60660 (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:

UNIT 3 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN THE 1711 N. SHEFFIELD CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NUMBER 96885055, OF SECTION 32, TOWNSHIP 30 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 1711 N. SHEFFIELD AVENUE, UNIT 3, CHICAGO, IL 60622. The Real Property tax identification number is 14-32-423-010 (14-32-423-996-1003).

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 LESTER KANE.

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

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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:

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

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

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

Rents. 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.

Note. The word "Note" means the promissory note or credit agreement dated November 13, 1997, in the original principal amount of \$390,000.00 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, leases, resulting in an initial rate of 9.750% per annum. NOTICE: Under no circumstances shall the interest rates, resulting in an initial rate of 9.750% per annum. NOTICE: Under no circumstances shall the interest rate of 1.000 percentage point(s) over the index subject however to the following minimum and maximum rates, resulting in an initial rate of 9.750% per annum. The interest rate to be applied pursuant balance of this Assignment shall be at a per annum. The interest rate is a variable interest rate based upon an index. The index currently is 8.500%. The interest rates on the Note is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the index subject however to the following minimum and maximum rates, resulting in an initial rate of 9.750% per annum. NOTICE: Under no circumstances shall the interest rate of 1.000 percentage point(s) over the index subject however to the following minimum and maximum rates, resulting in an initial rate of 9.750% per annum.

Lender. The word "Lender" means BROADWAY BANK, its successors and assigns.

This Assignment

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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 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.

Default In Favor of Third Parties. Should Borrower or any Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's or any Grantor's ability to repay the Loans or perform their respective obligations under this Assignment or 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 item) 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 or the dissolution or termination of Grantor's existence as a going

LESTER KANE

GRANTOR:

GRANTOR AGREES TO ITS TERMS.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND

Time is of the Essence. Time, or 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 unless it waives its 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.

Under the terms of the Related Documents, unless otherwise provided, no Lender may waive any right or provision of this Assignment without the written consent of each Lender.

Waiver of the Related Documents. Lender shall not be deemed to have waived any rights under this Assignment in the event that any Lender fails to consent to any amendment, modification or waiver of the Related Documents.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgagee, 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 other persons or circumstances, such finding shall not render that provision invalid or deemed to be so modified to be within the limits of enforceability of validity; however, if the offending provision cannot be so modified to be strucken and all other provisions of this Assignment remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's successors and assigns, if ownership of the Property becomes vested in a person other than Grantor, Lender, their successors and assigns, or heirs, the holder of this Assignment will release it from the obligations of this Assignment.

APPENDIX B: STATE OF ALABAMA AIR POLLUTION CONTROL ACT

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 signed by the party or parties sought to be charged or bound by the alteration or amendment.

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Illinois)

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COUNTY OF Cook)

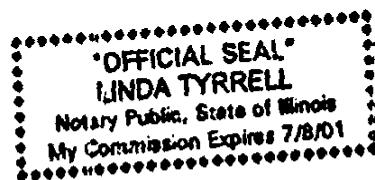
On this day before me, the undersigned Notary Public, personally appeared LESTER KANE, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes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

Given under my hand and official seal this 13 day of November, 1997.

By Linda Tyrrell, Residing at: _____

Notary Public in and for the State of Illinois

My commission expires _____



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