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97025019

RECORDATION REQUESTED BY

Charter National Bank and Trust
2200 West Higgins Road
Hoffman Estates, IL 60195

WHEN RECORDED MAIL TO:

Charter National Bank and Trust
2200 West Higgins Road.
Hoffman Estates, IL 60195

SEND TAX NOTICES TO:

SEAN M. O'CONNELL and
KATHLEEN K. O'CONNELL F/K/A
KATHLEEN K. WIEHLE
2112 W. NORTH AVE. #1E
CHICAGO, IL 60647

: DEPT-01 RECORDING \$31.50
: T40014 14AH 0510 01/13/97 09:23:00
: 463424 JW *--97-025019
: COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: CHARTER NATIONAL BANK AND TRUST
2200 W. HIGGINS ROAD
HOFFMAN ESTATES, IL 60194

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 17, 1996, between SEAN M. O'CONNELL and KATHLEEN K. O'CONNELL F/K/A KATHLEEN K. WIEHLE, whose address is 2112 W. NORTH AVE. #1E, CHICAGO, IL 60647 (referred to below as "Grantor"); and Charter National Bank and Trust, whose address is 2200 West Higgins Road, Hoffman Estates, IL 60195 (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 2112-1E AND UNIT 2112-BE IN THE CLOISTER OF WICKER PARK CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOTS 69 TO 76, BOTH INCLUSIVE, IN JOHNSON'S ADDITION TO CHICAGO, A SUBDIVISION OF PARTS OF LOTS 3, 5 AND 6 IN ASSESSORS DIVISION OF UNSUBDIVIDED LANDS IN SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN WHICH SURVEY IS ATTACHED AS EXHIBIT "D" TO THE DECLARATION OF CONDOMINIUM RECORDED JULY 24, 1990 AS DOCUMENT 90354045 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2112 W. NORTH AVE. #1E, CHICAGO, IL 60647. The Real Property tax identification number is 14-31-331-028-1014 & 1015.

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.

Borrower. The word "Borrower" means SEAN M. O'CONNELL and KATHLEEN K. O'CONNELL.

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OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE

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.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, 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.

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.

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

under the Note from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Note. It is the intention of Grantor and Lender that this Assignment secures the balance outstanding upon the date of advancement as provided in this paragraph, shall not exceed the Credit Limit as provided in the Note, any temporary overages, other charges, and any amounts verifiable rate or sum as provided in the Note, any temporary overages, other charges on such balance at a fixed or fluctuating balance owing at any one time, not including fringe charges on such balance to the total advances may be made, repaid, and remade from time to time, subject to the limitation that the total advances do not exceed the sum of Borrower's principal plus all the interest of the Note and Related Documents. Such Borrower do not exceed the amount which Lender may advance to Borrower under the Note within twenty (20) years from the date of this Assignment to the same extent as if such future advances were made as of the date of the execution of this Assignment. The revolving line of credit obligates Lender to make advances to Borrower so long as Borrower complies with all the terms of the Note and Related Documents to to the date of this Assignment to the same extent as if such future advances were made as of the date of any future advances which Lender may advance to Borrower under the Note within twenty (20) years shall secure not only the amount which Lender has previously advanced to Borrower under the Note, but shall also secure obligations of Grantor under this Assignment, without limitation, this Assignment creates a revolving line of credit and to entitle Lender to advances which Lender may advance to Borrower under the Note, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to without limitation all Grantors named above. Any Grantor who signs this Assignment, including Grantor, the word "Grantor" means any and all persons and entities executing this Assignment, including Lender to discharge obligations of Grantor under this Assignment, together with interest in the Real Property and to entitle Lender to advances which Lender may advance to Borrower under the Note and any indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any indebtedness.

parsonally liable under the laws except as otherwise provided by contract of law.

Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to entitle Lender to advances which Lender may advance to Borrower under the Note and any indebtedness. The word "Grantor" means any and all persons and entities executing this Assignment, including Lender to discharge obligations of Grantor under this Assignment, together with interest in the Real Property and to entitle Lender to advances which Lender may advance to Borrower under the Note and any indebtedness.

Default set forth below in the section titled "Events of Default".

Event of Default. The words "Event of Default" mean and include without limitation any of the Events of

amount of \$107,000.00.

secured by this Assignment has a current principal/balance of approximately \$105,000.00 and is in the original principal excluding obligations of, contributions of, substitutions for the Chase HOME MORTGAGE. The

Existent Indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be applied under the law.

shall the interest rate be more than the lesser of 25.000% per annum or the maximum rate allowed by percentage points above the index, subject however to the following maximum rate. Under no circumstances

rate under the Credit Agreement is a variable interest rate based upon an index. The index currently is 8.250% per annum. The interest rate to be applied to the outstanding balance shall be at a rate 0.500

modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement. The interest is between Lender and Borrower with a credit limit of \$10,000.00, together with all renewals of, extensions of,

Credit Agreement. The word "Note" means the revolving line of credit agreement dated December 17, 1996,

(Continued)

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ASSIGNMENT OF RENTS (Continued)

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Loan No 504773166

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

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by this Assignment. Unless and until Lender 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 Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

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

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

Right to 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 default 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 the 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 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.

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

- **Default on Indebtedness.** Failure of Borrower to make any payment when due on the indebtedness.
- **Compliance Default.** Failure of Borrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.
- **Fees Suspended.** Any warranty, representation or statement made or furnished by or on behalf of Borrower 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.
- **Detractive Collateralization.** This Assignment or any of the Related Documents (unless to be in full force and effect) including failure of any collateral documents to create a valid and perfect security interest or lien) at any time and for any reason.
- **Other Defaults.** Failure of Borrower to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor or Borrower and Lender.
- **Death or Incapacity.** The death of Grantor or Borrower, the insolvency of Grantor or Borrower, the appointment of a receiver for any part of Grantor or Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any bankruptcy or insolvency laws by or against Grantor or Borrower.
- **Proceeds.** Forfeiture, sale, repossession or any other method, by any creditor of Grantor or by any governmental proceeding, set-aside, or otherwise, of any assets of Grantor or by any government authority, by any court or administrative body, or any other authority, or by any other person, for the benefit of any creditor of Grantor or Borrower.
- **Events Affecting Guarantor.** Any of the preceding events occurring with respect to any Guarantor of the indebtedness or any Guarantor's assets or pecuniary obligations, or revokes the validity of, or liability under, any Guarantor's guarantee of the indebtedness, or causes the obligator to Lender, and, in doing so, cure the Event of Default.
- **Guarantor's Assets.** A default shall occur under any Existing Indebtedness or under any instrument on the assets of Lender, and, in doing so, cure the Event of Default.

No Requirements to Act. Lender shall not be required to do any of the foregoing acts or things unless required to do so by law or under this Agreement.

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ASSIGNMENT OF RENTS (Continued)

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Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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 Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the 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 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 or Borrower under this Assignment after failure of Grantor or Borrower 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 attorney's 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. Borrower 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 and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. 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.

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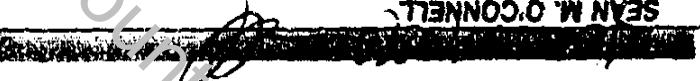
Surety or Creditor as to any provision of this Assignment to be invalid or unenforceable as to any other persons or circumstances, such finding shall not render that provision invalid or unenforceable, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision is deemed to be so modified, it shall be stricken and all other provisions of this Assignment shall remain valid and enforceable.

Successors and Assignee. Subject to the limitations stated in this Assignment on transfer of Grantors to Grantees, 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 Grantee, may deal with Grantee's successors without releasing Grantee from the obligations of this Assignment, provided, however, if the Grantee notices to the Grantee of the assignment of the Property, the Grantee may exercise his rights under the Assignment.

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

Waiver of Homestead Exemption. Grantor hereby releases all rights and benefits of the homeestead exemption laws of the State of Illinois as to all indebtedness secured by this Assignment.

Waiver and Consents. Lender shall not be deemed to have waived any rights under this Assignment or under the Real Estate 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 Lender, nor any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any other provision of this Assignment except to the extent that such provision is inconsistent with the terms of this Assignment.

GRANTOR: 

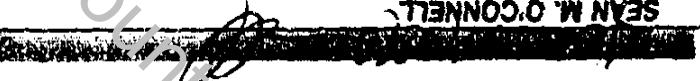
SEAN M. O'CONNELL

KATHLEEN K. O'CONNELL F/K/A KATHLEEN K. WIEHL

AND EACH GRANTOR AGREES TO ITS TERMS.

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

Lender's rights or any of Grantor's obligations as to any future transactions by Lender in any instance shall not be deemed to be breached if, in this Assignment, the grantee of such consent by Lender in any instance where such consent is required.

GRANTEE: 

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X
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ASSIGNMENT OF RENTS (Continued)

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12-17-1996
Loan No 504773168

ASSIGNMENT OF RENTS (Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF _____
) ss

COUNTY OF _____

On this day before me, the undersigned Notary Public, personally appeared SEAN M. O'CONNELL and KATHLEEN K. O'CONNELL F/K/A KATHLEEN K. WIEHLE, 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 17 day of December, 1996.
By Lois Mular Residing at Hoffman Estates

Notary Public in and for the State of Illinois

My commission expires 08-11-98



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[IL-G14 OCONNELL.LN L2.OVL].

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