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97195839

RECORDATION REQUESTED BY:

Metropolitan Bank & Trust Company  
2201 W. Cermak Road  
Chicago, IL 60608-3996

WHEN RECORDED MAIL TO:

Metropolitan Bank & Trust Company  
2201 W. Cermak Road  
Chicago, IL 60608-3996

SEND TAX NOTICES TO:

Metropolitan Bank & Trust Company  
2201 W. Cermak Road  
Chicago, IL 60608-3996

- DEPT-01 RECORDING \$31.50  
- T#0009 TRAN 7745 03/21/97 09:47:00  
- #2521 + SK #-97-195839  
- COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

LAWYERS TITLE INSURANCE CORPORATION

31<sup>st</sup>  
El

This Assignment of Rents prepared by: METROPOLITAN BANK AND TRUST COMPANY  
2201 W. CERMAK ROAD  
CHICAGO, IL 60608

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MARCH 14, 1997, between Jeffrey J. Hadary, whose address is 6325 N. Avers Avenue, Chicago, IL 60659 (referred to below as "Grantor"); and Metropolitan Bank & Trust Company, whose address is 2201 W. Cermak Road, Chicago, IL 60608-3996 (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 NO. 101 IN BALMORAL PLAZA CONDOMINIUM, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, AS DEFINED AND DELINIATED IN THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26370707, AS AMENDED FROM TIME TO TIME, IN THE NORTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2610 W. Balmoral Unit 101, Chicago, IL 60625. The Real Property tax identification number is 13-12-214-052-1001.

**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 First World Financial Corporation.

**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 any and all persons and entities executing this Assignment, including

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GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. WITH RESPECT TO THE PROCEEDINGS.

Rents, Grantor represents and warrants to Lender that: (a) the use of cash collateral in a bank account or otherwise to collect the Rents shall not constitute Lender's consent to the right to collect the Rents and control of and operate and manage the Property and collect the Rents provided that the Rents may remain in the possession of Grantor as provided below so long as there is no default under this Assignment, Grantor may retain in the form of Grantor's obligations under this Assignment as they become due, and shall exercise all of Grantor's rights to collect the Rents except as otherwise provided in this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Lender shall pay to Lender all amounts secured by this Assignment as they become due, and shall take to Lender's rank to take under this Assignment, realizing upon the Property, Borrower agrees to remain liable under the Note with Lender no matter what action Lender, including without limitation any failure of Lender to realize upon the Property, or any action or inaction of Lender, made about the Property. Borrower waives any cause for non-delivery by Lender of information about the Property, Borrower assumes the responsibility for being and keeping Lender safe, in connection with this Assignment. Borrower need not tell Lender about any action or inaction Borrower.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction made by Borrower, no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower), or any statement or a communication to a creditor about Borrower on a continuing basis including financial condition, and (e) Lender any law, regulation, court decree or other applicable to Grantor has established during upon Grantor and do not result in a violation of this Assignment and to hypothecate the Property; (c) the provisions of this Assignment conflict with, or result in a default under any agreement or instrument binding upon Grantor has established during upon Grantor and do not result in a violation of this Assignment and to grant Lender the full power, if any, and authority to enter into any agreement or instrument, including a claim for deficiency, or any other law which may prevail from time to time, for deficiency, before or after the request and not at the request of Lender; (d) Grantor has the right to exercise any power or right, including a claim for deficiency, or any other law which may prevail from time to time, for deficiency, before or after the request and not at the request of Lender; (e) Lender's assignment is executed in accordance with the terms of the Note.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) the Assignment is executed at Lender's request or completion of any foreclosure action, either judicially or by exercise of a power of attorney, or any other law which may prevail from time to time, for deficiency, before or after the request and not at the request of Lender; (b) Grantor agrees that "one action" or

TERMS:

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

attached to this Assignment.

Rents. The word "Rents" means all rents, earnings, 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.

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

Real Property. The word "Real Property" means the real property, interests and rights described above in the "Assignment" 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 10.000%. The Note is payable in 60 monthly payments of \$1,204.78.

principal amount of \$56,500.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the promissory note or agreement.

Note. The word "Note" means the promissory note or credit agreement dated March 14, 1997, in the original language, in no event shall such future advances (excluding interest) exceed in the aggregate \$113,000.00.

Lender. The word "Lender" means Metropolitan Bank & Trust Company, its successors and assigns.

however, in no event shall Lender in its discretion may loan to Borrower, together with all interest thereon, in the Note, all future amounts Lender in its discretion may loan to Lender, together with all interest thereon, in the Note, specifically, without limitation, this Assignment secures, in addition to the amounts specified in this Assignment, together with interest on such amounts as provided in this Assignment.

To enforce obligations of Grantor under this Assignment, together with expenses incurred by Lender in amounts expended or advanced by Lender to discharge obligations of Grantor and any other amounts expended or advanced by Lender, the word "indebtedness" means all principal and interest payable under the Note and any other indebtedness.

personally liable under the Note except as otherwise provided by contract or law.

Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and to

without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the

**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.

**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 and Borrower'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 Borrower, 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 Borrower'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 Borrower), 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

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moraleege in possession or recciever may serve without bond if permitted by law. Lender's right to the and apply the proceeds, over and above the cost of the property preceding foreclosure or sale, and to collect the rents from the property the party to operate the property, to take possession of all rights to any part of the property, with the power to proceed and preserve mortgagee appointed to take possession in mortgagor's name in possession of to have a mortgage under the subparagraph either in person, by agent, or through a receiver.

Permittee are made, whether or not any proper grounds for the demand exist. Lender may exercise his demands other user to Lender in response to Lender's demand shall setoff the obligations for which the payment thereof in the name of Grantor and to Lender's demand collect the proceeds. Payments by Grantor revocably designates Lender as attorney-in-fact to the Rents are collected by provided for in the Lender's Right to Collect Section, above, if the right, Lender shall have all the rights property and collects amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, attorney's fees, in furtherance of this right, Lender shall have all the rights collect the Rents, Lender shall have the right, without notice to Grantor or Borrower, to take possession of the collateral 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.

Accellerate indebtedness. Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and any time thereafter, Lender may exercise steps sufficient to produce compliance as soon as reasonably practical.

Reasonable and necessary initial steps sufficient to cure the failure and thereafter continues all days, immediately unless the failure within fifteen (15) days, or (d) if the cure takes longer than fifteen (15) days, immediately unless the failure continues twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender serves written notice demand curing of such failure, any failure, to assume unconditionally the obligation, arising under the guaranty in a manner that indemnifies or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or repudiates any claim or defense in any of this Agreement, within the period specified to any of the Events Attaching Guarantor. Any of the preceding events shall render void any guarantee to Lender, and, in doing so, cure the indebtedness is impaired.

**Adverse Change.** A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment performance of the indebtedness is itself insecure.

**Proceeding, Foreclosure, etc.** Commencement of foreclosure proceedings, provided that Grantor gives Lender written notice of such claim and furnishes reasonable or a surety bond for the claim assignee, or any other party to Lender, and, in doing so, cure the Event of Default.

**Noncompliance.** The dissolution, reorganization or any other method, by any creditor of Grantor or by any government proceeding, self-help, repossession or foreclosure proceedings, whether by judicial or nonjudicial proceedings, any bankrupty or insolvency laws by or against Grantor or Borrower.

**Other Defaults.** Failure of Grantor to comply with any term, obligation, covenant, or condition

any time and for any reason.

**Defective Collateral.** This Assignment of any of the Related Documents to be in full force and effect (including failure of any collateral, representation or statement made or furnished in any

**Fraudulent Representations.** Any warranty, representation or statement made or furnished in any material respect, either now or at this time.

**Grantor or Borrower.** Under the Note or the Related Documents is false or misleading in any

**Failure to Repay.** Failure to pay any amount due on the indebtedness.

**Default on Indebtedness.** Failure of Borrower to make any payment when due on the indebtedness.

**Under this Assignment.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") in

**DEFALUT.** Each of the following, at the default so as to bar Lender from any remedy that if otherwise would have

**rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender**

**(C) De-redded 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 if otherwise would have**

**been had.**

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## ASSIGNMENT OF RENTS (Continued)

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appointment of a receiver shall exist whether or not 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 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 attorneys' 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; Corporate Authority.** 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.

**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.

**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.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS Assignment, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON BEHALF OF GRANTOR AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF 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 or Borrower, shall constitute a waiver of any of

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Notary Public in and for the State of ILLINOIS My commission expires 9-23-97  
Residing at 1121 N. Cicero Ave. My Commission # APLRS 9/23/97  
Given under my hand and official seal this 19 day of March, Notary Public Seal  
the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed  
On the day before me, the undersigned Notary Public, personally appeared Jeffrey J. Harder, to me known to be  
the assignee as set forth in the assignment act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of March, Notary Public Seal  
the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed  
On the day before me, the undersigned Notary Public, personally appeared Jeffrey J. Harder, to me known to be  
the assignee as set forth in the assignment act and deed, for the uses and purposes therein mentioned.

COUNTY OF COOK

STATE OF ILLINOIS

## INDIVIDUAL ACKNOWLEDGMENT

GRANTOR: Jeffrey J. Harder X

GRANTOR AGREES TO THE TERMS.

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

LENDER'S RIGHTS OR ANY OF GRANTOR OR BORROWER'S OBLIGATIONS AS TO ANY FUTURE TRANSACTIONS. WHENEVER CONSENT

CONSTITUTE COMMUNICATING CONSENT TO SUBSEQUENT INSTANCES WHERE SUCH CONSENT IS REQUIRED.

BY LENDER IS REQUIRED IN THIS ASSIGNMENT, THE GRANTING OF SUCH CONSENT BY LENDER IN ANY INSTANCE SHALL NOT

LOAN NO. 113-284-3  
(Continued)

ASSIGNMENT OF RENTS

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