

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

BRIDGEVIEW BANK AND TRUST  
COMPANY  
7940 South Harlem Avenue  
Bridgeview, IL 60455

**WHEN RECORDED MAIL TO:**

BRIDGEVIEW BANK AND TRUST  
COMPANY  
7940 South Harlem Avenue  
Bridgeview, IL 60455

**SEND TAX NOTICES TO:**

BRIDGEVIEW BANK AND TRUST  
COMPANY  
7940 South Harlem Avenue  
Bridgeview, IL 60455

97269190  
COOK COUNTY  
RECORDER  
JESSIE WHITE  
BRIDGEVIEW OFFICE

04/18/97	0029 MCH	13:08
	RECORDIN N	31.00
04/18/97	97269190 #	
	0029 MCH	13:09

**FOR RECORDER'S USE ONLY**

This Assignment of Rents prepared by: Bridgeview Bank and Trust Company  
7940 S. Harlem Avenue  
Bridgeview, IL 60455

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED FEBRUARY 20, 1997, between Louis J Kolom and Ethel Kolom, whose address is 7366 N. Lincoln Ave., Lincolnwood, IL 60646 (referred to below as "Grantor"); and BRIDGEVIEW BANK AND TRUST COMPANY, whose address is 7940 South Harlem Avenue, Bridgeview, IL 60455 (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:

Lots 216 and 217 in Krenn and Dato's Devon Kedzie Addition to North Edgewater, being a Subdivision of the Northwest 1/4 of the Northwest 1/4 of Section 1, 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 6318 N. Whipple Ave., Chicago, IL. The Real Property tax identification number is 13-01-102-030-0000, 13-01-102-031-0000.

**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 Louis J Kolom and Ethel Kolom.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any

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\$ 31.00

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NOTICE TO Tenants. Lender may send notices to any and all tenants of the Property advising them of the assignment and directing all rents to any and all landlords or Lender's agent.

LENDER'S RIGHTS TO COLLECT RENTS. Lender shall have the right at any time, and even though no default given and granted the following rights, powers and authority:

No Further Assignment. Granter will not sell, assign, encumber, or otherwise dispose of any of Granter's rights in the Rents except as provided in this Agreement.

No Assignment. Granter has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Right to Assign. Granter has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender.

Dwightship. Granter 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.

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Granter shall pay to Lender all amounts secured by this Assignment as they became due, and shall strictly perform all of Granter's obligations under this Assignment. Unless and until Lender consents to the use of cash collateral in a bankruptcy proceeding, Lender shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

DOCUMENTS OF GRANTEE'S TITLE. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

This Assignment is given to secure (1) Payment of the indebtedness and (2) Performance of any and all obligations of Granter under this Assignment, this Assignment, and the Related Documents.

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

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

Real Estate Documentation. The word "Real Estate Documentation" means the initial principal balance of this Assignment, debentures, notes, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, securities and promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, and all related documentation, including without limitation all promises, warranties, representations, warranties, descriptions, covenants, conditions, terms, provisions, stipulations, restrictions, conditions, and all other terms, conditions and provisions, which are or hereafter exist, or may hereafter exist, in connection with the leasehold interest.

Real Estate Documentation. The word "Real Estate Documentation" means the initial principal balance of this Assignment, debentures, notes, loan agreements, environmental agreements, guarantees, security agreements, and all other instruments, agreements and documents, securities and promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, and all related documentation, including without limitation all promises, warranties, representations, warranties, descriptions, covenants, conditions, terms, provisions, stipulations, restrictions, conditions, and all other terms, conditions and provisions, which are or hereafter exist, or may hereafter exist, in connection with the leasehold interest.

Interest. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.250% per annum, but the interest rate to be applied to the unpaid principal balance of this Assignment shall be set at a rate equal to the index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

Interest Rate. The interest rate to be applied to the unpaid principal balance of this Assignment shall be set at a rate equal to the index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances shall the interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.250% per annum, but the interest rate to be applied to the unpaid principal balance of this Assignment shall be set at a rate equal to the index, resulting in an initial rate of 8.250% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

Initial Principal Amount. The initial principal amount of \$150,000.00 from Granter to Lender, together with all renewals of, modifications of, consolidations of, substitutions for the promissory note of agreement.

Note. The word "Note" means the promissory note or credit agreement dated February 20, 1997, in the assessor's name.

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## ASSIGNMENT OF RENTS (Continued)

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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'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 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 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

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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.

Debt or insolvency. The death of Grantor or the dissolution or termination of a creditor for any part of Grantor's experience as a going business, the insolvency of a creditor, any type of creditor worker, or the commencement of any proceeding, self-help, repossession or forcible entry or replevin regardless of whether by judicial or a surety bond, the claim satisfactory to Lender.

Froceclosure, Forfeiture, etc. Commencement of a proceeding, by any creditor or receiver in the event of nonpayment of performance of any kind, by any other method, this sublease not apply in the event of a good faith dispute between creditor and debtor.

Grantor's Agreement to Arbitration. Any of the preceding events which respect to any Guarantor or his dependents 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 DEFALU. 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 Grantor to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Grantor would be entitled to pay.

Collect Rents. Lender shall have the right to take possession of all property and moneys received by him or his agents, or otherwise in person, by agent, or through a receiver, Lender may exercise his rights under this provision of all rents, including amounts unpaid, to take possession of the net proceeds over and above collection expenses, attorney's fees, interest, and other expenses of collection, if he has the right to do so.

Recover costs. In the event of any part of the property or moneys received by Lender, then Grantor shall be liable to him for the same amount of money, plus interest, plus reasonable attorney's fees and costs, and other expenses incurred in the recovery of such amounts.

Right of Setoff. Lender shall have the right to offset amounts received by him from any other party holding amounts due him, in the same manner and to the same extent as debts held by him, whether or not such debts are due and payable, to the extent of the indebtedness held by him, up to the amount of the indebtedness due him.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or 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 preclude the demand strict compliance with the provisions of this Assignment, Fees; Expenses. If Lender institutes any suit or action to enforece any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may award, all reasonable expenses incurred by him in the prosecution of such action, to any limits under applicable law.

Attorneys' Fees. Expenses. Whether or not involved, all reasonable expenses of this Assignment, interest on the amount due him by reason of the nonpayment of the amount due him, and any attorney's fees, expenses, or other charges which may be incurred by him in the defense of any action or proceeding or in the enforcement of any judgment or decree, and any expenses incurred by him in the defense of any action or proceeding or in the enforcement of any judgment or decree.

Nonwaiver. The parties hereto agree that if any provision of this Assignment, whether or not contained in any of the documents referred to in Article One, is held invalid or unenforceable, it shall not affect the validity of the remaining provisions, and that the parties will endeavor to negotiate such changes in the remaining provisions as may be necessary to make them valid and enforceable.

Enforcement of Judgment. Judgment in any action brought by Lender against Grantor or any other party to this Assignment may be enforced in any court having jurisdiction thereof.

Waiver of Jury Trial. Grantor and Lender hereby waive their right to trial by jury in any action brought by either of them against the other.

Notices. Any notice given by either party to the other under this Assignment or the Note or any other document, whether written or oral, shall be given in writing and shall be effective when delivered, unless otherwise specified.

Assignment. The assignment of this Assignment is not effective until full force and effect of all documents referred to in this Assignment and the Related Documents.

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.

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## ASSIGNMENT OF RENTS (Continued)

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**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 under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor. 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.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANTOR:

X Louis J. Kolom  
Louis J. Kolom

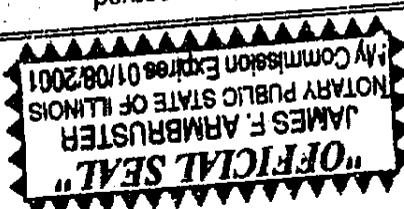
X Ethel Kolom  
Ethel Kolom

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Given under my hand and official seal this 11<sup>th</sup> day of April, 1997  
On this day before me, the undersigned Notary Public, personally appeared Louis J. Kolom and Ethel Kolom, 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 herein mentioned.  
On this day before me, the undersigned Notary Public, personally appeared Louis J. Kolom and Ethel Kolom, 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 herein mentioned.

(ss)

## INDIVIDUAL ACKNOWLEDGMENT

ASSIGNMENT OF RENTS  
(Continued)

02-20-1997  
Laden No