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RECORDATION REQUESTED BY:

The Mid-City National Bank of
Chicago
7222 West Cermak Road
North Riverside, IL 60546

WHEN RECORDED MAIL TO:

The Mid-City National Bank of
Chicago
7222 West Cermak Road
North Riverside, IL 60546

SEND TAX NOTICES TO:

The Mid-City National Bank of
Chicago
7222 West Cermak Road
North Riverside, IL 60546

DEPT-01 RECORDING \$29.00
F40009 TRAN 8372 05/05/97 10:50:06
#1624 SK # - 97-312381
COOK COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: D. Lieken

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED APRIL 30, 1997, between Roxie Marie Yancy McDonald, A married person (this is not homestead property), whose address is 4507 S. L. Vergne, Chicago, IL 60638 (referred to below as "Grantor"); and The Mid-City National Bank of Chicago, whose address is 7222 West Cermak Road, North Riverside, IL 60546 (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:

LOT 20 IN BLOCK 2 IN FLOYD JONES' SUBDIVISION OF THAT PART OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 13, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF BARRY POINT ROAD (EXCEPT THE EAST 7 ACRES THEREOF) IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 2946 W. Adams, Chicago, IL 60612. The Real Property tax identification number is 16-13-110-035.

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 Roxie Marie Yancy McDonald.

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

BOX 169

REC'D TITLE

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wherein 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 the labor 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 charges, and the premium on fire and other insurances elected by Lender on the Property.

Commingling of funds and other property, Lender may do any and all things to exercise and comply with the laws of the State of Michigan with laws, Lender may do any and all things to exercise and comply with the laws of the State of Michigan and also all other laws, rules, ordinances and requirements of all other governmental agencies concerning the Property.

leases the Property, Lender may rent or lease the whole or part of the Property for such term or terms

RENTS, GRANTOR REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that: (i) ownership of the Rents is entitled to receive the Rents free and clear of all rights, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing; (ii) Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender; (iii) Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now or hereafter executed; (iv) Grantor has not sold, assigned, or otherwise disposed of any of Grantor's rights in the Rents except as provided in this Agreement; and (v) Lender may send notices to be paid directly to Lender or Lender's agent.

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

lesser. The word "lesser" means The Mid-City National Bank of Chicago, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated April 30, 1997, in the original principal amount of \$33,000.00 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.

The interest rate on the Note is 8.500%.

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

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

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

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

Section. The word "Section" means a section of this Agreement without limitation all terms from all leases described on any exhibit whether due now or after, including without limitation all terms from all leases described on any exhibit attached to this Agreement.

To reinforce old intonations of grammar under this assignment, together with interest on such amounts as provided in

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.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Other Defaults. Failure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grantor and Lender.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

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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 without the prior written consent of Lender. Grantor shall neither amend, expand, or renew, or terminate, or restate without the prior written consent of Lender. Grantor shall neither record any future advances under any such security agreement without the prior written consent of Lender.

Applicable laws. The amalgamation has been submitted to Under and accepted by Under in the State of Minnesota. The amalgamation shall be governed by and conducted in accordance with the laws of the State of the

This Agreement shall be effective unless given in writing and signed by the Party of parties sought to be charged or bound by the alteration or amendment.

TERMINATION OF POLYMERIZATIONS. The following dissociation provisions are a part of the agreement:

Assignment, Fees, Expenses. If Lender incurs any sum or cost in enforcing any of the terms of this Agreement, Lender shall be entitled to recover such sum as the court may determine, reasonable attorney's fees and on any appeal. Whether or not any court may decline to assess expenses incurred by Lender that in Lender's opinion are necessary at any time, or if 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 such indebtedness until repaid at the rate provided for in the Note. Expenses covered by Lender shall be paid by Lender to the court in addition to the amount of the judgment recovered by Lender, unless otherwise provided in the judgment.

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

Collateral Rights. Lender shall have the right, without notice to Grantee, to take possession of the Property and to require payment of any amounts past due and unpaid, and to apply the net proceeds over and above Lender's costs, expenses, attorney fees, interest and other indebtedness, in turnerance of this note, 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 Grantee shall be liable to Lender for all expenses, including attorney fees, incurred by Lender in collecting such rents.

According to the *Indonesian Law on the Protection of Personal Data Privacy*, personal data is defined as any information relating to an identified or identifiable individual.

GROTS AND REMEDIES ON DEFALKT. Upon the occurrence of any Event of Defalke and at any time thereafter under my exclusive or more or less following rights and remedies, in addition to any other rights or remedies provided by law:

understanding of the underlying causes of becomes incomperent, or removes the validity of, or reduces any quality of the independence.

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.

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

GRANTOR:

X Roxie Marie Yancy McDonald
Roxie Marie Yancy McDonald

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ILLINOIS)

) ss

COUNTY OF DUPAGE)

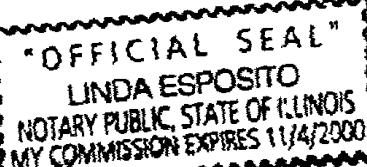
On this day before me, the undersigned Notary Public, personally appeared Roxie Marie Yancy McDonald, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses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

Given under my hand and official seal this 30th day of APRIL, 19 97.

By Linda Esposito Residing at Glen Ellyn, IL

Notary Public in and for the State of ILLINOIS

My commission expires 11-4-00



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