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RECORDATION REQUESTED BY:

Community Bank of Ravenswood
2018 W. Lawrence Avenue
Chicago, IL 60625

97327109

DEPT-01 RECORDING 631.50
T50011 TRAN 7032 05/09/97 13:38:00
#0040 & KP #-97-327109
COOK COUNTY RECORDER

WHEN RECORDED MAIL TO:

Community Bank of Ravenswood
2018 W. Lawrence Avenue
Chicago, IL 60625

SEND TAX NOTICES TO:

Community Bank of Ravenswood
2018 W. Lawrence Avenue
Chicago, IL 60625

FOR RECORDER'S USE ONLY

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This Assignment of Rents prepared by: Agnes Roca-Community Bank of Ravenswood
2018 W. Lawrence Ave.
Chicago, IL 60625

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED APRIL 29, 1997, between Devon Bank as Trustee under Trust Agreement dated January 25, 1980 and known as Trust #2367, whose address is 6445 N. Western Avenue, Chicago, IL 60645 (referred to below as "Grantor"); and Community Bank of Ravenswood, whose address is 2018 W. Lawrence Avenue, Chicago, IL 60625 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants, and continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Property from the following described Property located in Cook County, State of Illinois:

PARCEL 2: LOTS 16, 17 AND 18 IN BLOCK 14 OF THE NORTH WEST LAND ASSOCIATION SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT SOUTH 66.6 FEET THEREOF AND EXCEPT NORTHWESTERN ELEVATED RAILROAD YARDS AND RIGHT OF WAY), COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 4716-22 N. Kedzie, Chicago, IL 60625. The Real Property tax identification number is 13-14-206-026-0000.

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.

Borrower. The word "Borrower" means Trust No. 3967.

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. 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 collecting 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

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "one 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.

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

attached to this assignment. The word "Party" means all rents, revenues, income, issues, profits (including proceeds from the Property, whether due now or later, including without limitation all rents from all leases recorded on any estate) and all other items, including without limitation all items, which are or may be included in connection with the indebtedness. The words "Related Documents" mean all documents, including all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter created, executed in connection with the indebtedness. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section. The word "Property" means the real property, and all improvements thereon, described above in the assignment section. applicable to:

Under no circumstances shall the interest rate on this assignment be more than the maximum rate allowed by applicable law. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.50% per annum. The interest rate to be applied to the unpaid principal balance of this assignment shall be as a rate of 2.00 percentage points) over the index, resulting in an initial rate of 10.50% per annum. NOTICE: Under no circumstances shall the interest rate on this assignment be more than the maximum rate allowed by applicable law.

The word "Note" means the promissory note or credit agreement dated April 28, 1987, in the original principal amount of \$250,000 from Borrower 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 a variable interest rate based upon an index. The index currently is 8.50% per annum. The interest rate to be applied to the unpaid principal balance of this assignment shall be as a rate of 2.00 percentage points) over the index, resulting in an initial rate of 10.50% per annum. NOTICE: Under no circumstances shall the interest rate on this assignment be more than the maximum rate allowed by applicable law.

without limitation all Grantors named above. Any Grantor who signs this Assignment, 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 grant a security interest in Grantor's interest in the Real Property to Lender and to not personally liable under the Note except as otherwise provided by contract or law.

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(Continued)

ASSIGNMENT OF RENTS

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 as they become due, and shall strictly perform all of Grantor's obligations under 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.

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

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provided for in the Lender's Right to Collect Section above. If the Fees are collected by Lender, then Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Fees, including amounts past due and unpaid, and copy the records, over and above Lender's costs, against the indebtedness. In the event of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section above.

Accurate 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.

Events Affecting Guaranty. Any of the preceding events occurs with respect to any Guaranty of any of the indebtedness or any Guaranty does or becomes incomplete, or revokes or disputes the validity of, or likely to do so, or a surety bond for the claim satisfactory to Lender.

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

Default in Full of this Part. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in any other agreement between Grantor or Borrower and Lender.

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(Continued)

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 Lender's rights or any of Grantor or Borrower'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'S LIABILITY This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor.

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

GRANTOR:

Devon Bank as Trustee under Trust Agreement dated January 25, 1980 and known as Trust #3967
As Trustee as aforesaid and not individually.

By: Silvia Ribeiro
SILVIA RIBEIRO
Land Trust Officer

CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS

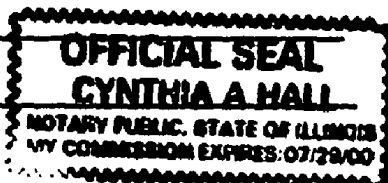
COUNTY OF COOK

On this 29th day of April, 1997, before me, the undersigned Notary Public, personally appeared Silvia Ribeiro Assistant of Devon Bank as Trustee under Trust Agreement dated January 25, 1980 and known as Trust #3967, and known to me to be an authorized agent of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the use and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By: Cynthia Hall Residing at _____

Notary Public in and for the State of _____

My commission expires _____



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Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments recorded in favor of Lender in the name of Grantor and to negotiate the same and collect the proceeds. Payments by Lender to Grantor shall be made by check or cash, and to collect the same from the Property. The Receiver appointed to take possession of all or any part of the Property, with the power to grant and preserve mortgages 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 grant and preserve mortgages in possession, over and above the cost of the receivership, against the independence. The 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 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 Lender's 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 demand a default and exercise its remedies under this Assignment.

Attorney's Fees. Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorney's 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 production of its interest or the enforcement of its rights shall be a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until a part of the fee provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorney's fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bringing proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any (including post-judgment collection efforts, the cost of searching records, copying the records (including transcripts reports), surveys reports, and a witness fees, and the amount, to the extent permitted by applicable law. Borrower also will pay any court or fee, 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 or amendment to this Assignment shall be made 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.

No Substitution. 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 not 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 the entire Assignment or any other provision invalid or unenforceable as to any other person or circumstance. If feasible, any such other provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if no such other provision can be so modified, it shall be stricken and all other provisions of this Assignment 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 independence by way of foreclosure or extension without releasing Grantor from the obligations of this Assignment or liability under the independence.

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.

CO 12-20-1997