RECORDATION REQUESTED BY:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY 1830 SOUTH LAGRANGE ROAD ORLAND PARK, IL 80462

WHEN RECORDED MAIL TO:

SOUTHWEST FINANCIAL BANK AND TRUST COMPANY 15230 SOUTH LAGRANGE ROAD ORLAND PARK, E. 60462



05/29/97

1086 MC# 9134

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by

L. BOYD SOUTHWEST FMANCIAL BANK 2530 S. LAGRANGE ROAD DPLAND PARK, IL 60482

#### ASSIGNMENT OF RENTS

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THIS ASSIGNMENT OF RENTS IS DATED MAY 23, 1997, between CHRISTOPHER E. LAWLER and JULIE K. LAWLER, HUSRAND AND WIFE, TENANTS BY THE ENTIRETY, whose address is 12122 SOUTH 69TH AVENUE, PALOS HEIGHTS, IL. 40463 (referred to below as "Girriox"); and SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, whose address is 15330 SOUTH LAGRANGE ROAD, ORLAND PARK, IL. 40462 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor agaigns, grants a continuing security interest in, and conveys to Lender all of Granton's right, tille, and interest in and to the Rende from the following described Property located in COOK County, State of Minols:

LOT 8 IN BLOCK S6 IN ROBERT BARTLETT'S HOMESTEAD DEVELOPMENT NO. 8, BEING A SUBDIVISION OF THAT PART OF THE WEST 3/5THS OF THE EAST S/5THS OF THE WORTHWEST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PROCESS. MERIDIAN WHICH LIES SOUTH OF THE SOUTH LINE OF WEST 119TH STREET AS HERETOFORE DEDICATED ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 1, 1937 AS DOCUMENT 12/53/44, IN COOK COUNTY, BLINOIS.

The Real Property or its address is commonly known as 12122 SOUTH SSTH AVENUE, PALOS HEIGHTS, IL. 40463. The Real Property tax identification number is 24–30–122–008.

**DEFINITIONS.** The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall flave 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 CHRISTOPHER E. LAWLER and JULIE K. LAWLER.

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Indebtedness. This word "Indebtedness" means all principal and interest payable under the Hose and any amounts expended or advanced by Lander to discharge obligations of Grantor or expanses incurred by Lander to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

Lander. The word "Lexiter" means SOUTHWEST FINANCIAL BANK AND TRUST COMPANY, its successors and sesigns.

Note: The word "Note" means the promiseory note or credit agreement dated May 23, 1987, in the enighed principal amount of \$177,800.00 from Grantor to Lender, sogether with all renewale of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promiseory note or agreement. The interest rate on the Note is 7.385%.

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

final Property. The words "Real Property" mean the property, interests and rights described above in the "Property Delinius" (action.

Related Documents. The words "Related Documents" mean and include without itribation all provisions stores, credit agreements, ions agreements, environmental agreements, parareties, security agreements, mortgages, deeds of incl. and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Florito. The word "Rents" mount all rents, revenues, income, leaves, profits and proceeds from the Property, whether due now or ster, including pathous limitation all Rents from all leaves described on any soliton attached to this Assignment.

TRES ABSIGNMENT IS GOVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGHTIONS OF GRANTON (A) DES THE NOTE, THIS ASSIGNMENT, AND THE NELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND XXXXPTED ON THE POLLOWING TENMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Decument. Grantor shall pay to Lender all amounts secured by this (seconment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unlaw and until Lander exercises its right to celled the Pierte as provided below and so long as there is no default which this Assignment, Grantor stilly remain in possession and control of and operate and strange the Property and others the Rints, provided that the granting of the right to collect the Re-te shall not constitute Lander's consent to the use of cash collegeral in a burillanging proceeding.

ORANTON'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE MENTS. With respect to the Parts. Granter recreaters and warrants to Londor that:

Contentable. Grantor is critited to receive the Pients free and clear of all rights busins, liene, encumbrances, and claims except as disclosed to and accepted by Lander in writing.

Might to Assign. Granto: has the full right, power, and authority to ones into this Assignment and to assign and convey the Renta to I ender.

No Prior Applyments. Grantor has not previously emigned or conveyed the Rents to any other person by any interactions in force.

No Farther Transfer. Grantor will not sell, assign, ancumber, or otherwise disposer of any of Grantor's rights in the Rents except as provided in this Agreement.

EXPERIENTS MIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though an default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lander is hereby given and granted the following rights, powers and authority:

Notice to Tenerge. Lander may sand notices to any and all teners of the Property advising them of this Assignment and directing at Rents to be paid directly to Lander or Lander's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and require from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings receivings as may be receively to receive 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 heap the same in repair; to pay the colors the reof and of all services of all employees, including their equipment, and of all constituting costs and expenses of maintaining the Property in proper repair and condition, and also to pay all times, associaments and water utilities, and the premiums on the and other insurance effected by furnish on the Property.

Compliance with Lame. Lender stay do any and all things to execute and comply with the laws of the State of Binois and also all other level, rules, orders, orders, orders, requirements of all other governmental agencies

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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

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 arry other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Granton'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 expenditure until paid.

FILL PERFORMANCE. If Girntor 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 statistaction of this Assignment and suitable statements of termination of any financing statement on file endowing Lender's security interest in the Rents and the Property. Any termination lies required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or of any interest 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 trustes in bankruptcy or to any similar person under any federal or state university law or law for the relief of debtors, (b) by reason of any sudgment, decree or order of any court or activities 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 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 Immunit 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 of this Assignment.

EXPENDITURES BY LENGER. If Grantor faits to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interest 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 immaining term of the Note, or 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, as the option of Lender, shall constitute an event of default Count 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 Collaboratization. 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

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#### ASSIGNMENT OF RENTS (Confined)

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forefailure proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim estimactory to Lander.

Events Affecting Quaranter. Any of the preceding events occurs with respect to any Quaranter of any of the Indebtedness or any Quaranter dies or becomes incompetent, or revokes or discuss the validity of, or sublity under, any Quaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, purnit this Quaranter's estate to assume unconditionally the obligations arising under the guaranty in a source estatestory to Lender, and, in doing so, cure the Event of Default.

incountly. Lender reasonably deems spelf incours.

Matt to Cure. If such a febure is curable and if Grantor has not been given a notice of a breach of the sume provision of the Assignment within the preceding treate (12) months, it may be cured (and no Evers of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such feiture: (a) cures the feiture within Moon (15) days; or (b) if the cure requires more than filteen (15) days, immediately inflates stope sufficient to cure the feiture and thereafter continues and completes all remanable and necessary sleps sufficient to plot up compliance as soon as reasonably practices.

MIZER'S AND REMITIZES ON DEFAULT. Upon the occurrence of any Event of Default and at any time therefore, Limiter may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by

Accelerate Indebtocare. Lender shall have the right at its option without notice to Grantor to declare the entire indebtedness instruction and payable, including any prepayment penalty which Grantor equals be required to pay.

Collect Rents. Lander sine? Lave the right, without notice to Grantor, to take possession of the Property and collect the Rents, including entruits next due and unpeid, and apply the net proceeds, over and above Lander's costs, against the Indebicaria. In furtherance of this right, Lander shall have all the rights provided for in the Lander's Right to Collect Scann, above. If the Rents are collected by Lander, then Grantor intervocably designates Lander as Grantor's attorney-in-fact to endorse instruments received in aggreent thereof in the name of Grantor and to now the same and collect the proceeds. Payments by tensitis or other unters to Lander in response to Lander's common shall existly the obligations for which the payments are made, whether or not any proper grounds for the common existed. Lander may exercise its rights under this subparagraph attent in person, by agent, or through a receiver.

Mortunates in Possession. Lender shall have the right to be placed as mortgages in possession or to have a receiver appointed to take possession of all or any pack of the Property, with the power to protect and presente the Property, to operate the Property praceding foreclosure is used, and to collect the Pariss from the Property and apply the proceeds, over and above the cost of the receiverable, against the indubtedness. The mortgages in possession or receiver may serve without being it permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the appointment of a receiver shall exist whether or not the appointment of the Property exceeds the indebtedness by a substitutial amount. Employment by Lender start and dequality a person from serving as a reactiver.

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

Walver; Election of Remedies. A waiver by any party of a breach of a province of this Assignment shall not constitute a waiver of or o mission the party's rights otherwise to demand strice of this Assignment shall not otherwise to demand strice of the party of the provision of the provision of the provision of the provision of the party of the party of the semestry, and an election to make expenditures or take action to perform an obligation of Grantor under this Assignment after failure of Grantor to perform shall not affect Lender's right to declare a contact and exercise its remedies under this Assignment.

Allements. Expenses. If Lender institutes any suit or action to enforce any of the same of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable apparate institutes at the court may adjudge reasonable apparate institutes at the court may adjudge reasonable apparate institutes at the court may adjudge reasonable apparate institutes by Lander that in Lander's opinion are necessary at any time for the protection of the interest or the enforcement of its rights shall be at the independent of the independent of the independent from the date of expenditure until regard at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable large. Lander's appropriate present and Lander's legal or penses whether or not there is a lewest, including alterneys fees for bandancey proceedings (including efforts to modify or vacate any automatic stay or injurically), appeals and any anticipated post-fudgment collection services, the cost of searching records, obtaining title reports (including alterneys reports), surveyors reports, and appreciate the searching records, obtaining title reports applicable large. Granter also will pay any court costs, in addition to all other surres provided by law.

INSCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanting 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 Lander in the State of Minole. This Assignment shall be governed by and construed in acceptance with the taxes of the State of Minole.

Militiple Parties. All obligations of Grantor under this Assignment shall be joint and several, and all

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#### ASSIGNMENT OF RENTS (Continued)

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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 circumstances, 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, the 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 wall with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbears with extension without releasing Grantor from the obligations of this Assignment or liability under the indebtedness.

Time is of the Essented 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 one State of Minois as to all Indebtedness secured by this Assignment.

Walvers and Consents. Lending the II not be deemed to have waived any rights under this Assignment (or under the Related Documents) users such waiver is in writing and signed by Lender. No detay or omission on the part of Lender in exercising any light 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 companies with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between londer and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to the party of the provisions. Whenever consent by Lender is required in this Assignment, the granting of such contain by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

PRO.
Clarks Office EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS. AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

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# UNOFFICIAL COPY ASSIGNMENT OF RENTS

| :   | ٨                                | INDIVIDUAL ACKNOWN                                   | EDGMENT  |             |
|---|----------------------------------|--|----------|-------------|
| STATE OF_   | le                               |  | ig.      |             |
| COUNTY OF   | une                              | ) <b></b><br>  | 3        |             |
| On this day before me, this undersigned Notary Public, personally appeared Creatstophem E. LAWLER and ARRE M. LAWLER, to me known to be the individuals described in and who executed the Amignment of Rents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned.  Chron under my held and official seed this |                                  |  |          |             |
| on m  | ture s. C                        | Hillen -   | 10 // // | . <u>97</u> |
| Notey Public<br>My communic   | it and for \$ < 22<br>in expires | OFFICIAL SE  ANOREMY TOLLO MY COLARS HOW STATE OF IL | N 8/99   | V           |

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