RECORDATION REQUESTED BY

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

WHEN RECORDED MAIL TO:

Metropolitan Bank . Company 2201 W. Cermak Road Chicago, IL 60608-3998

SEND TAX NOTICES TO:

Metropolitan Pank & Trust Company 2201 W. Cermak Road Chicago, il. 60612-3998

DEPT-01 RECORDING

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#9920 # RH #-97-394087 COOX COUNTY RECORDER

FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by:

METROPOLITAN BANK & TRUST CO. 2201 W. CERMAK RD. CACAGO, IL 60608

TMV 6272

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 30, 1997 between Melecio P. Delgado and Beatriz Delgado alkia Beatrice Delgado, HUSBAND AND WIFE AS JOINT TEMPATS, whose address is 4248 N. Sawyer Street, Chicago, IL. 60618 (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, Granter assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Plen's from the following described Property located in COOK County, State of Illinois:

LOTS 226 AND 227 IN THE SUBDIVISION OF THE NORTH 1/2 OF THE WEST 1/3 OF THE NORTHEAST 1/4 OF SECTION 35, 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 3532-34 W. Palmer, Chicago, it 35647. The Real Properly tax identification number is 13-35-213-015.

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 Melecio P. Delgado and Beatriz Delgado a/k/a Beatrice Delgado.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender

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Real Property Leafing Ton" section. and in evolus beducased eingin and eisenesing and and the control eight of the same eight of the control eight of

coide, creates, losa agreements, environmental agreements, goarantse, whether now or hereafter existing, executed or loss, and all other instruments, agreements and documents, whether now or hereafter existing, executed or convection with the indebtedness. The words "Related Documents" mean that include without limitation all promission Related Documents.

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docriments" this vericinient is chem with vecepted on the loitoming terms: OF ANY AND ALL OBLIGATIONS OF GRANTIN UNDER THE NOTE, THIS ASSIGNMENT, AND THE HEARTED THIS VERICONMENT IS CIREN IN SECTIVE (1) SPAMENT OF THE INDEPTEDUESS AND (2) PEHFORNANCE

.pnibaacond PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Helated Document pay in this Assignment as they become due, and stall spiritly Cramor shall pay to Lender all amounts secured by the Assignment as they become configurational and and operate and there is no definite until until this Assignment, Cramor may remain in the Henris as provided below and so fong as there is no definite until until this Henris provided that they are control of and operate and manage the Property and collect the Henris provided that in a paralling of the right to collect the family of and operate and unantile Lender's control of the collect the family of the dead of the family of the right to collect the family of the collect the collect the collect the family of the collect the collect

Herits, Grandor represents and warrants to Lender Trait: CHANTON'S REPRESENTATIONS AND WARRANTES WITH PESPECT TO THE RENTS. With resident to the

Ownership. Granton is entitled to receive the Hents free and clear (4 th rights, fours, flens, enculnionances, and clear except as disclosed to and accepted by Cender in whilpy.

No Prior Assignment. Greator has not previously assigned or conveyed the Parts to any other person by any. Right to Assign. Grantor has the full right, power, and subminy to enter mo this Assignment and to assign and convey the Rents to Lender.

सिंह निर्मार राजाहरू. दिसाएय ग्राप्ति कर्म संस्थात स्थायाम कर्मात स्थायाम कर्म है। क्रिक्स कर्म हो क्रिक्स कर्म estrument now in force.

in the Rents except as provided in this Agreement.

LEADERS HIGHT TO COLLECT HENTS. Lender shall have the right at any time, and each flendar is hereby shall have occurred under this following rights, powers and suchority:

Notice to Tensate. Lender may send notices to any and all tensats of the Property advising them of this Assignment and directing all Remains to be paid directly to Lender or Lender's agent.

the Property. Exist the Property. Lender way enter upon and take possession of the Property, demand, collect and receive from the teams or from any other persons liable threeby, all of the Hentz, institute and carry on all legal proceedings or from the protection of the Property, including such proceedings as that the protection of the Property, including such proceedings as the protection of the protection of the Property, collect the Renal are trained or the trained or their present to the processing or the protection of the Property collect the Renal are trained or their present to the process t

Maintain the Property. Learder may enter upon the Property to instituting the Property and keep the same in the Property to pay the crash street in the property and crash street in the property in properties, including the crash size of an action of all services of the Properties and condition, and also to tak all the properties and condition, and also to tak all the payents are considered and allowed the properties of the

Compliance with Laws. Lender may do any end all things to execute and comply with the laws of the blass of illinois and also all other governmental agencies and also the Property.

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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 observine, 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 barkruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any count or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any settlement of compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered impaid for the purpose of enforcement of this Assignment and this Assignment shall committe to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or a sign note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secret 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 ociatif ("Event of Default") under this Assignment:

Default on Indebledness. Failure of Grantor to make any payment when due on the indebledness.

Compliance Default. Failure of Grantor to comply with any other term, obligation, covercut 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 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 or the dissolution or termination of Grantor's existence as a going business, 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.

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Forestorne, Fortellure, etc. Commencement of foreclosure or fortellure proceedings, whether ley judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any other proceeding, self-help, reposses or any other however, the subsection shall run apply in the event of a good takin specific by Grantor as to the veliday or reasonableness of the claim which is the basis of the forecast or the claim which is the basis of the forecast or the forecast or the forecast or the claim whiten repose to such claim and furnishes reserves to a such for the claim end furnishes reserves or a surely bond for the claim satisfactory to Lender.

Events Attecting Customer. Any of the preceding events occurs with respect to any Guarantor of any of the independent, or revokes or disputes the validity of or liability under the transmity of the independent of the indep

Authorise Change. A material adverse change occurs in Granton's Imancial condition, or Lender Delieves the prospect of payment or performance of the brokebiedness is impaired.

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Right to Cure. If such a tachure is carable and if Grantor has not been given a notice of a breach of the same provision of the first provision of the farm of the

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Collect Rents. Lender shall have the night, without monice to Grantor, to take possession of the Property and Collect Rents, including amounts rest does and supply the net proceeds, over and allows collect stress and amounts rents are collected by Lender, inter the lender's costs as the independent sections. In furtherance of this feares are collected by Lender, their chains in the Lender's Fight, Lender's first first form to Collect Section. In the Farie are collected by Lender, their Chainton for in the Carder as Cranton's character to endure instruments by tenders in the proceeds in the process of Cranton's to respond the same and callect the proceeds. Previous in response to lender of the first in the process and existent the collection in response grounds for the den and existent. Lender in the payments are subparaguable edited in the payments are subparaguable edited in the payments are subparaguable edited in the payments in the process of the first of the den and existed. Lender in person, by again, or through a receiver.

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Assignment, Lender Small be employ to recover such sum as the count way adjudge reasonable as altorneys. Assignment, Lender Small be employ to recover such sum as the count way adjudge reasonable as altorneys as a final end on any empeat. Whether or not sany some is involved, all reasonable expenses interest for Lender that in Lenders or opinion are next-scany at any time for the protection of the interest or the count action of the interest or the force and small beam interest count in the date of expenses come a past of the interdiment of the interest or the reasonable on demand and lenders interest from the date of expenses covered to the interest or in the force and centered small beam interest or the reasonable of expenses of the interest of the entert penning to enter the interest of the interest of the entert penning to enter the interest of the interest of the entert penning to enter the interest of the interest of the entert penning to the entert penning to entert penning in the entert penning to entert penning to the entert penning to all other entert penning to the entert penning to a pan of the penning to the entert penning to the entert penning to the entert penning to the penning

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

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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 Ulinois.

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 trasible, 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 to be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Aurigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment is shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership to 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 the ladestace 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. Crantor 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 FROMISIONS OF THIS ASSIGNMENT OF RENTS. Septs Office AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

Melecio P. Delgado

Beatriz Deigado alka Beatrice Deigado

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