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RECORDATION REQUESTED BY:

South Chicago Bank
9200 South Commercial Avenue
Chicago, IL 60617

98472914

WHEN RECORDED MAIL TO:

SOUTH CHICAGO BANK
1400 TORRENCE AVENUE
CALUMET CITY, IL 60409

DEPT-01 RECORDING \$41.00
TRAN 2724 05/05/93 12:21:00
#300307-04 98-472914
COOK COUNTY RECORDER

SEND TAX NOTICES TO:

AMERICAN NATIONAL BANK & TRUST COMPANY U/T/A
#300307-04
33 N. LA SALLE STREET
CHICAGO, IL 60601

FOR RECORDER'S USE ONLY

Handwritten: 772468324, PLU 384, and a circled ID

This Assignment of Rents prepared by:

SOUTH CHICAGO BANK
1400 TORRENCE AVENUE
CALUMET CITY, IL 60409

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 19, 1990, between AMERICAN NATIONAL BANK & TRUST COMPANY U/T/A #300307-04, whose address is 33 N. LA SALLE STREET, CHICAGO, IL 60601 (referred to below as "Grantor"); and South Chicago Bank, whose address is 9200 South Commercial Avenue, Chicago, IL 60617 (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:

- PARCEL 3: LOTS 16 AND 17 IN BLOCK 1 IN WHITE AND COLEMAN'S STONY ISLAND BOULEVARD SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY: 8142 S. STONY ISLAND, CHGO, IL 60617 PTN: 20-35-223-031 & 032
- PARCEL 4: LOTS 14 AND 15 IN BLOCK 1 IN WHITE AND COLEMAN'S STONY ISLAND BOULEVARD SUBDIVISION OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. PROPERTY: 8132-38 S. STONY ISLAND, CHGO, IL 60617 PTN: 20-35-223-029 & 030

The Real Property or its address is commonly known as 8142 S. STONY ISLAND & 8132-38 S. STONY ISLAND, CHICAGO, IL 60617. The Real Property tax identification number is 20-35-223-031, 032 & 20-35-223-029, 030.

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.

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BOX 333-CTI

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Grantor warrants that: (a) the Assignment is executed at Grantor's request and not at the request of Lender; (b) Grantor has the full power, title, and authority to enter into the Assignment and to hypothecate the Property; (c) the provisions of the Assignment do not conflict with, and the Assignment and to hypothecate the Property; (d) Grantor has established adequate means of

Grantor waives all rights or defenses arising by reason of any action or inaction of 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.

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

included in the Assignment.

Grantor warrants that the word "Rent" means all rents, revenues, income, lease, profits and proceeds from the Property, whether due now or later, including without limitation all rents from all leases, old or new, on any estate.

Grantor warrants that the word "Real Property" means the real property, interests and rights described above in the Assignment section.

Grantor warrants that the word "Related Documents" means and includes without limitation all promissory notes, deed of trust, and all other instruments, agreements and documents, whether now or hereafter being executed in connection with the indebtedness.

Grantor warrants that the word "Property" means the real property, interests and rights described above in the Assignment section.

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(Continued)

ASSIGNMENT OF RENTS

Loan No. 100000001

05-10-1988

1621291

obtaining 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 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 Assignment.

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

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any binding statement on the evidencing Lender's security interest in the Rents and the Property. Any binding statement on the evidencing Lender's security interest in the Rents and the Property, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and whether Lender is forced to make the amount of that payment (a) to Borrower's trustee in bankruptcy or to any other 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 assigns, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimant (including any assignor or assignee), the indebtedness shall be considered wiped for the purpose of the assignment of the Rents and the Property and the assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of the 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 Lender shall be bound by any judgment, decree, order, settlement or compromise relating to the indebtedness or to the assignment.

ASSIGNMENT BY LENDER. If Lender fails to comply with any provision of the assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf and not required to take any action that Lender deems appropriate. Any amount that Lender assigns to or that will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of assignment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the principal of the Note and be apportioned among and be payable with any installment payments to be made to the trustee of the Note or my appointed insurance policy or (c) the remaining term of the Note, or become due and payable as of the date of assignment. The assignment shall be in addition to any other assignment of the Rents and the Property which will be due and payable at the Note's maturity. The assignment shall be treated as a separate assignment of the Rents and the Property which will be in addition to any other assignment of the Rents and the Property which may be made on account of the default. Any such action by Lender shall not be considered as waiving the default so as to bar Lender from any remedy that it otherwise would have under the assignment.

Paragraph 1. Each of the following at the option of Lender, shall constitute an event of default (Event of Default) under the assignment:

Default on indebtedness. Failure of Grantor or Borrower to make any payment when due on the indebtedness.

Completion Default. Failure of Grantor or Borrower to comply with any other term, obligation, covenant or condition contained in this assignment, any Note or in any of the Related Documents.

Default in favor of Third Parties. Should Borrower or any Grantor default under any loan, assignment of real, security agreement, purchase or sale 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 ability to repay the Loan or perform their respective obligations under the assignment or any of the Related Documents.

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

Default on Indebtedness. The assignment or any of the Related Documents ceases to be in full force and effect for any reason.

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

Death or Insolvency. The death of Grantor or Borrower or the death, insolvency, liquidation, reorganization or bankruptcy of Grantor or Borrower or the insolvency, liquidation, reorganization or bankruptcy of any of the Grantor or Borrower's guarantors, or the commencement of any proceeding under any bankruptcy or insolvency law by or against Grantor or Borrower.

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 any governmental agency against any of the Property. However, this subsection shall not apply in the case of a good faith purchase by a third party in good faith and without notice of the claim which is the subject of the foreclosure or repossession proceeding, provided that Grantor gives Lender written notice of such claim and Lender receives or a copy hereof for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or fails to meet, any demand of the indebtedness.

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

Insolvency. Lender reasonably deems that insolvency exists.

Events and Remedies on Default. 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:

Assignment Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the early indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Other Rights. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the

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Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, 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 Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee 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 protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to 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; Election 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 an 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 declare a default and exercise its remedies under this Assignment.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' 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 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 expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, 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 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.

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.

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,

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The undersigned hereby

Notary Public in and for the State of

Meeting at

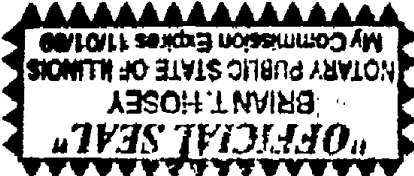
Given under my hand and official seal this

day of

On this day before me, the undersigned Notary Public, personally appeared TRUST OFFICER, 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.

COUNTY OF

STATE OF



INDIVIDUAL ACKNOWLEDGMENT

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GRANTOR AGREES TO ITS TERMS. THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED LAND TRUSTEE, not personally but solely as trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the trustee are undertaken by it solely in its capacity as trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the trustee in this instrument.

(Signature)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS. Lender shall not be deemed to have waived any rights under this Assignment for the part of Lender in enforcing any right that operates as a waiver of such right or any other right. A waiver by any party of a provision of the Assignment shall not constitute a waiver of or prejudice the party's right 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 is required in the Assignment, the granting of such consent by Lender in any instance shall not constitute consent to subsequent instances where such consent is required.

ACQUIRES ANY INTEREST IN OR TITLE TO THE PROPERTY SUBJECT TO THE DATE OF THIS

FORM NO. 70000001

ASSIGNMENT OF RENTS

(Continued)