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- Epok County Recorder

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RECORDATION REQUESTED BY:

PLAZA BANK 7460 W. IRVING PARK ROAD NORRIDGE, IL 60634

WHEN RECORDED MAIL TO:

PLAZA BANK 7460 W. IRVING PARK ROAD NORRIDGE, IL 60634

SEND TAX NOTICES TO:

Giovanni Comaci Magnifico Contesi 7231 West Montrose Norridge, IL 86674 and Mary

FOR RECORDER'S USE ONLY

GIT DUSTIN

This Assignment of Rents prepared by:

Plaza Bank 7460 W. Irving Park Road Notridge, IL 60634

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED SEPTEMBER 29, 1998, between Glovenni Camaci and Mary Magnifico Camaci, his wife, each as to an undivided 1/2 interest, whose address is 7231 West Montrose, Norridge, IL 60634 (referred to below as "Grantor"); and PLFZ/I BANK, whose address is 7460 W. IRVING PARK ROAD, NORRIDGE, IL 60634 (referred to below as "Lender").

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

LOT 50 (EXCEPT THE WEST 22 FEET 8 INCHES) AND LOT 51 IN JOHN 2. ALTGELD'S SURDIVISION OF BLOCKS 1, 2, 3, 4 AND 7 AND THE NORTH 1/2 OF BLOCK 6 LYING NORTHEASTERLY OF THE CENTER OF LINCOLN AVENUE IN THE NORTHWEST 1/4 OF SECTION 29, YOU'KSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1455 Belmont Avenue, Chicago, IL @201. The Real Property tax identification number is 14–29–101–044.

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 Giovanni Camaci and Mary Magnilico Camaci.

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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Sales the Property. Lender may enter upon and take possession of the Property; demand, called and demy on all from the renance in the proceedings as they on all proceedings as they on the proceedings as they are the proceedings.

Litigities MGMT TO COLLECT RENTS. Lender shall have the right at any time, and even though no details with have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is haven given and granted the following rights, powers and authority:

Right to Assign. Grantor has ti and convey the Hents to Lender.

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write, Grantor represents and warrants to Lender that:

and district except as disclosed to and accepted by Lender in writing.

No Puriner Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Hents except as provided in this Agreement.

Me Pyler Assignment. Grantor has not previously assigned or conveyed the Hents to any other pendon by siny instrument.

Commension Ciremtor is entitled to receive the Hente free and clear of all rights, loans, If (1), snowthis and

BANKITOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENY(). WHI HEADEN to the

OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE BRILLIANS

whether due now or later, including without limitation all Henta trom all leases described on any exhibit Pents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property,

Frequency Denominary The words "Mar orcperty" mean the property, interests and rights described above in the

modifications of velocings of consolidations of and substitutions for the promissory note or agreements. original principal ansural of \$453,500.00 from Grantor to Lender, together with all renewals of, extenging of, Note: The Worl "Note" means the promissory note or credit agreement dated September 29, 1995, in the

thereon; however, in no event shall such future advances (excluding interest) exceed in the aggispa specified in the Note, all future amounts Lender in its discretion may loan to Grantor, together 被野 副 通 otherwise unenforceable. Specifically, without limitation, this Assignment secures, in addition to the p become barred by any etatute of fimilations, and whether such indebtedness may be or herestrar analy by obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or here. liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, with the purpose of the Mote, whether voluntary or otherwise, whether due or not due, specials of spriding Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unwer **Plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Larider i** this Assignment. In addition to the Mote, the word "Indebtedness" includes all obligations, debts significated to enforce obligations of Grantor under this Assignment, together with interest on such amounts as providing

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ASSIGNMENT OF RENTS

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The words "Religious and business are a line of the matter of the special of the

The word "Property" means the real property, and all improvements thereon, described algors in

CHARMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDUES AND (3) MENTO

existing, executed in connection with the ling-objects, agreements, and documents, whether now of a monotospes, deeds of trust, and all other matuments, agreements and documents, whether now of a

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Melased Choung Septiment as they become due, and element septiment as they become due, and element septiment as they become the families and manage the Property and collect the feware and so long as they are no default under this Assignment, United and control of and solvents and manage the Property and collect the feware from the families and manage the Property and collect the feware that are the feware to collect the feware stall not constitute Lender's consent to the use of cash collected in a stall not constitute Lender's consent to the use of cash collected in a stall as a sufficient of the collection.

DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

Lander. The word "Lender" means PLAZA BANK, its successors and assigns.

Grantor has the full right, power, and suthority to enter into this Assignment and to Assign

the to Tenents. Lender may send notices to any and all tenants of the Property advising them of the Property advising them of the Property advising the paid directly to Lender as Lender's agent.

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Page 3

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 lire 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 Granter's name, to rent and manage the Property, including the collection and application of Ronts.

Other Acts. Londer 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 f.a. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have parfermed 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 reinbursed 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 linancing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination lee required by law shall be paid by Grantor, it permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or otherwise, or by grantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (c) by reason of any seitlement or compromise of any claim made by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the caue may be notwithstanding any cancellation of this Assignment or of ec 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 nover 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, or if any action or if any action or the same extent as if

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 insulfrant payments to become due during either. (i) the term of any applicable insurance policy or. (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

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

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

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

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Attornages Fees; Expenses. If Lender institutes any suit or action to enforce any of the tender shall be entitled to recover such sum as the count may adjudge resectable at the same at the count may adjudge resectable at the same at the involved, all responsels. Whether or not any count action is involved, all responsels. Whether or not any count action is involved, all responsels. Whether at any count action is involved, all responsels or inclination of inclination of inclination of inclination or inclination. It is not an action of inclination or inclination of inclination or inclination or inclination or inclination or inclination or inclination or inclination. Expenses covering from the date of expenditure until repaid at the rate provided for in the Mote. Expenses covering

Weiver: Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not conclience with this party in conclience waith this party is conclient conclude surface the party is concluded to describe the party of the any canedy, and an election to make expenditures or take action to perform an obligation of Granico to perform an obligation of Granico and and stribe the action to make expenditures or take action to perform an obligation of Granico and engages the section of Granico to perform shall not affect the conclude a decision of Granico to perform the action of Granico to perform shall not affect the conclude a decision of Granico to perform the section of Granico to Granico the section of Granico the se

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Citier Nerneches. Lender shall have all other rights and remedies provided in this Assignm**ent or the Note o**f

LOCOLAGE Micripages in Possession. Lender shall have the right to be piaced as mortgages in cossession of all or any part of the Property, with the power in prosession of all or any part of the Property, in operate the Property preceding foreclosure or sale, and to collect the Property proceds, over and above the cost of the receiverable, against the Property and apparation, against the Property and apparation of a receiver shall exist whether or not the apparation by law. Local or the Property animals the apparation of a receiver shall exist whether or not the apparation of the Property animals in the property animals are included by law.

Ceilect fierte, Lender shall have the right, without notice to @cryor, to take possession of the Preparative and Lender shall have the right without notice to @cryor, to take possession of the Proceeds, over and Lender because the redefine or not any proper grounds for the same and collect the recreated by training of the redefine or not any proper grounds for the same and collect the recreated. Psymetric or not any proper grounds for the same and collect the recreated by training of the process or not any proper grounds for the demand shall satisfy the objections for which the plants or not any proper grounds for the demand shall satisfy the objections for which the plants are received.

Accelerate indebtedness. Lender shall have the nght at us option without notice to Granist to destate the entire including indebtedness instruction and payable, including prepayment penalty which definite would be required to pay.

NUMER AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any lines inguise terredes may exercise any one or more of the following rights and remedies, in addition to any passet figure terredes provided by law:

Might to Cure. If each a failure is carable and if Grantor has not been given a notice of a break of the large provision of this Aselgoment within the preceding twelve (12) months, it may be cured (and no livery to the preceding twelve (12) months, it may be cured (and no livery to cure of each safety or (15) days, in the carder continues and completes (15) days, inspectionally include within fitteen (15) days, in the carder continues and completes all responsible and sectionally in the safety maps.

Incogurity. Lander reasonably comms itself insecure.

Adverse Change. A malerial adverse change occurs in Grantor's financial condition, or Lander believes the prospect of payment or partermence of the Indebtedness is impaired.

Events Affecting Guerantor. Any of the preceding events occurs with respect to any Guerantor of a Indepted to any Guerantor of the productions or revokes or disputes the vegative of the product, any Guerantor the Indepted ness. Leader, at its option, may, but shall not be required to the configurations arising under the guerantor in the guerantor of Default.

Pereciseure, Porteiture, etc. Commencement of foreclosure or forteiture proceedings, whether proceedings, whether proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any engines and Grantor or however, this subsection shall not apply in the events. The claim which is the basis of the figure proceeding, provided that Grantor gives Lender written notice of such claim and spraisings or a such claim and spraisings or a such claim and spraisings or a such claim and spraisings.

Death or Inechvency. The death of Granter or the dissolution or termination of Granter's enjoyance as a political part of Granter's property, a receiver for any part of Granter's property, a section any part of Granter's property, as receiver for the benefit of creditors, any type of creditor workout, or the commencement of any processes under any bankruptcy or insolvency laws by or against Granter.

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

Defective Collaboralization: This Assignment or any of the Related Documents ceases to be in fall dones in entranged (including fallure of any collateral documents to create a valid and perfected security interesting them) any time and for any reason.

respect: either now or at the time made or furnished.

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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. Grantor 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.

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. Grantus 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 of 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 inditations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be blinding 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 G anter 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.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

GRANTOR:

x Scoton Governo Governo X

Mary Magnifico Camaci

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ASSIGNMENT OF RENTS

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Stopenty Of Collins 18 IL-GIA 11114263.LN C1.OVL LASER PRO, Reg. U.S. Pet. & T.M. O'H. Vet. 3.26 (c) 1998 CFI ProServices, Inc. All rights reserved.

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