

# UNOFFICIAL COPY

**RECORDATION REQUESTED BY:**

First National Bank of Blue Island  
13057 S. Western Ave.  
Blue Island, IL 60406

**WHEN RECORDED MAIL TO:**

First National Bank of Blue Island  
13057 S. Western Ave.  
Blue Island, IL 60406

BOX 98

98015104

DEPT-01 RECORDING \$33.00  
T#0009 TRAN 0941 01/07/98 09:37:00:  
\$6749 + CG #--98-015104  
COOK COUNTY RECORDER

**FOR RECORDER'S USE ONLY**

This Assignment of Rents prepared by: COLLEEN HOLETZKY / MTM

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED DECEMBER 1, 1997, between FIRST NATIONAL BANK OF BLUE ISLAND AS T/U/T #88044, AND NOT INDIVIDUALLY, whose address is 13057 S. WESTERN AVE., BLUE ISLAND, IL 60406 (referred to below as "Grantor"); and First National Bank of Blue Island, whose address is 13057 S. Western Ave., Blue Island, IL 60406 (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:

LOTS 7 AND 8 IN BLOCK 17 IN SOUTHFIELD, BEING A SUBDIVISION OF BLOCKS 17 TO 19 AND 22 TO 24 AND 26 TO 32 INCLUSIVE IN JAMES STINSONS SUBDIVISION OF THE EAST GRAND CROSSING IN THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 7718-20 S. JEFFERY, CHICAGO, IL 60649. The Real Property tax identification number is 20-25-323-036 VOL. 263.

**DEFINITIONS.** The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Assignment.** The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

**Borrower.** The word "Borrower" means WADE ENTERPRISE & ASSOCIATES, INC..

**Event of Default.** The words "Event of Default" mean and include without limitation any of the Events of Default set forth below in the section titled "Events of Default."

**Grantor.** The word "Grantor" means any and all persons and entities executing this Assignment, including without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

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## ASSIGNMENT OF RENTS (Continued)

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**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 to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment.

**Lender.** The word "Lender" means First National Bank of Blue Island, its successors and assigns.

**Note.** The word "Note" means the promissory note or credit agreement dated December 1, 1997, in the original principal amount of \$230,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 1.000 percentage point(s) over the Index, resulting in an initial rate of 9.500% per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than the maximum rate allowed by applicable law.

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

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property, whether due now or later, including without limitation all Rents from all leases described on any exhibit attached to this Assignment.

**THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of 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:

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EXPENDITURES BY LENDER. If Granter 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 demand by Granter's attorney at law may be required to pay all expenses incurred by Granter in connection with any provision of this Assignment or to the date of preparation of the Note and be payable among and between Lender and Granter, All such expenses, at Lender's option, will (a) be payable on demand, (b) to the date of preparation of the Note and be payable with any balance remaining term of the Note, or (c) the term of any applicable insurance policy or (d) to the date of preparation of the Note and be payable with any balance remaining term of the Note, to be determined by Granter. All such expenses shall be bound by any agreement, order, settlement or compromise relating to the indebtedness or to the Assignment.

Judgment as if that amount had been originally received by Lender and Granter shall be bound by any judgment as to the indebtedness and the continuation of any note from the date incurred or recovered to the same cause may be, notwithstanding any cancellation of this Assignment or of any note or other indebtedment or arrangement of this Assignment and Lender's claim shall be reinstated, as the original judgment without limitation Borrower, the indebtedness shall be made by Lender with any claimant property, or (c) by reason of any settlement or compromise of any claim made by Lender or any claimant property or order of any court or administrative body having jurisdiction over Lender or any judgment, decree or order of law or bankruptcy law of any debtor under any federal or state bankruptcy law or otherwise, (d) by reason of any judgment after Lender is forced to remit the amount of that payment over Lender or any debtor under any federal or state bankruptcy law or otherwise, or by garnishment of any third party, on the indebtedness made by Borrower, whether voluntarily or otherwise, or by garnishment of any third party, on the indebtedness remitted by Lender shall be applied by law to the principal or interest of law for the benefit of the parties, and the final fee required by law shall be applied by law to the principal or interest of law for the benefit of the parties, Any final judgment including statement of title available separately in the Assignment and statements of termination of obligations imposed upon Granter under this Assignment, the Note, and the Rents, Lender shall pay all the obligations and deliver to Granter a suitable satisfaction of this Assignment and statements of termination of obligations and expenses when due and otherwise performs all the

FULL PERFORMANCE. If Granter pays all of the indebtedness when due and otherwise performs all the obligations and expenses incurred by Lender under this Assignment, the Note, and the Rents, Lender shall pay all the indebtedness secured by Lender under this Assignment and shall be payable on demand, within interest at the rate from the date of expenditure made by Lender under this Assignment and not remitted from the Rents become a part of the indebtedness made by Lender which are not applied to such costs and expenses shall be applied to the Rents received by Lender, shall determine the application of any and expenses from the Rents, Lender, in its sole discretion, shall determine which party or parties shall be liable for the Rents, Lender to do any other specific act or thing.

No Right to Act. Lender shall not be required to do any of the foregoing acts or things shall not require Lender to do anything else excepted above.

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 Granter and to have all of the powers of Granter for the purposes stated above.

EMPLOYAGEENT. Lender may engage such agents as Lender may deem appropriate, either in name or in Granter's name, to rent and manage the Property, including the collection and application of Rents, and on such conditions as Lender may approve.

Lessor the Property, Lender may rent or lease the whole or any part of the Property for such term or terms affording the Property, Lender may rent or lease the whole or any part of the Property for such term or terms affording the Property, Lender may do all other laws, rules, orders, ordinances and requirements of all other governmental agencies and also all other things to execute and comply with the laws of the State of

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Rents, assessments and water utilities, and the premium on fire and other insurance effected by Lender on taxes, to pay the costs thereof and of malnutrition of the Property in proper repair and condition, and also to pay all contingencies necessary for the protection of all employees, including such proceedings as may be necessary to recover possession of the Property, collect the Rents and remove any tenant or tenants of other persons from the Property, to enter upon and take possession liable therefor, all of the Rents, income and carry on all legal proceedings or form any other person to maintain the Property and keep the same in good condition and receive the Property, Lender may enter upon the Property to make repairs, and other improvements of all kinds and also all other things to be paid directly to Lender or Lender's agent,

Notice to Tenant. 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, given and granted the following rights and authority:

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 and authority:

No Further Transfer. Granter will not sell, assign, encumber, or otherwise dispose of any of Granter's rights in the Rents except as provided in this Agreement, given and granted the following rights and authority:

No Prior Assignment. Granter has not previously assigned or conveyed the Rents to any other person by any instrument now in force, and convey the Rents to any other person by any

Right to Assign. Granter has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to Lender, and Lender's attorney at law, and even though no default has occurred under this Assignment, 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.

Ownership. Granter is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances,

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## ASSIGNMENT OF RENTS (Continued)

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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 person 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, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF 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 or Borrower, shall constitute a waiver of any of Lender's rights or any of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

**GRANTOR:**

**FIRST NATIONAL BANK OF BLUE ISLAND AS T/U/T #88044, AND NOT INDIVIDUALLY**

SEE REC'D. ATTACHED  
By: \_\_\_\_\_  
HERETO AND MADE A PART HEREOF

EXONERATED  
FIRST NATIONAL BANK OF BLUE ISLAND, ILLINOIS OR  
STAMPED HEREOF IS HEREBY UNDERTAKEN MADE A PART HEREOF.

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## **ASSIGNMENT OF RENTS (Continued)**

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By: \_\_\_\_\_

## **CORPORATE ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) 58

**COUNTY OF** \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ and \_\_\_\_\_, and of FIRST NATIONAL BANK OF BLUE ISLAND AS T/U/T #88044, AND NOT INDIVIDUALLY, and known to me to be authorized agents of the corporation that executed the Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

**By** \_\_\_\_\_ **Residing at** \_\_\_\_\_

**Notary Public in and for the State of** *[Signature]*

**My commission expires**

**My commission expires** \_\_\_\_\_

L-011-WARREN1.LIN  
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RIDER TO ASSIGNMENT OF RENTS DATED 12-1-97

This Assignment of Rents is executed by FIRST NATIONAL BANK OF BLUE ISLAND  
solely in its capacity as Trustee under Trust  
No. 88044. Any and all rights, duties, warranties, obligations and  
liabilities hereunder shall be assumed by the beneficiaries under said Trust  
Agreement and FIRST NATIONAL BANK OF BLUE ISLAND does not undertake nor shall it  
have any personal or individual liability or obligation of any nature whatsoever  
by virtue of the execution and delivery hereof. No liability shall be asserted  
or enforceable against said Trustee, all such liability, if any, being expressly  
waived.

FIRST NATIONAL BANK OF BLUE ISLAND NOT  
PERSONALLY, BUT AS TRUSTEE UNDER TRUST 88044

CORPORATE  
SEAL

By Michelle K. DeMarie TRUST OFFICER  
RELEASER Shelly U. Henning

STATE OF ILLINOIS)

ss.

County of Cook )

I, Dolores Krusenoski,  
a notary public in and for said County, in the state aforesaid, do hereby certify  
that Michelle K. DeMarie,  
Vice President of the FIRST NATIONAL BANK OF BLUE ISLAND, and  
Shelly U. Henning, Assistant Secretary of said Corporation,  
who are personally known to me to be the same persons whose names are subscribed  
to the foregoing instrument as such Vice President, and Assistant Secretary,  
respectively, appeared before me this day in person, and acknowledged that they  
signed and delivered the said instrument in their own free and voluntary act and  
as the free and voluntary act of said Corporation, as Trustee as aforesaid, for  
the uses and purposes therein set forth; and the said Assistant Secretary then  
and there acknowledged that said Assistant Secretary as custodian of the  
corporate seal of said Corporation, did affix the corporate seal of said  
Corporation to said instrument as said Assistant Secretary's own free and  
voluntary act and as the free and voluntary act of said Corporation, as Trustee  
as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 15<sup>th</sup>  
day of December, A.D. 1997.

NOTARIAL  
SEAL

Dolores Krusenoski Notary Public



98015104

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