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WHEN RECORDED MAIL TO:

Parkway Bank & Trust Company
4800 N. Harlem Ave.
Harwood Heights, IL 60656

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FOR RECORDER'S USE ONLY

This Assignment of Rents prepared by: Renna Diamond
4800 N Harlem
Harwood Heights, IL 60656

ASSIGNMENT OF RENTS

11527
AS TRUSTEES AND NOT INDIVIDUALLY

THIS ASSIGNMENT OF RENTS IS DATED MARCH 30, 1998, between Parkway Bank & Trust Company, whose address is 4800 N. Harlem Avenue, Harwood Heights, IL 60656 (referred to below as "Grantor"); and Parkway Bank & Trust Company, whose address is 4800 N. Harlem Ave., Harwood Heights, IL 60656 (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:

SEE ATTACHED LEGAL DESCRIPTION

The Real Property or its address is commonly known as 1702-1778 Rose Street, Palatine, IL 60067. The Real Property tax identification number is 02-01-307-023, 02-01-307-024, 02-01-307-025.

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 1702 Rose Street Limited Partnership.

Existing Indebtedness. The words "Existing Indebtedness" mean an existing obligation which may be secured by this Assignment with an account number of 75574-10 to Parkway Bank & Trust Company described as: Mortgage Loan dated 12/19/96 and recorded as Document #97063874. The existing obligation has a current principal balance of approximately \$1,485,000.00 and is in the original principal amount of \$1,485,000.00.

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

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BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction of Lender taken 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 Borrower.

result in a default under any agreement or other instrument providing upon demand and at a time certain or any law, regulation, court decree or order applicable to Gramat or (d) Gramat 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 Gramat or Borrower (including without limitation the creditworthiness of

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

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, or includes a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after completion or foreclosure of any foreclosure action, either judicially or by exercise of a power of sale.

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:

Property. The word "Property" means title real property, and all improvements thereto, 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 instruments, 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.

Note. The word "Note" means the promissory note or credit agreement dated March 30, 1998, in the original principal amount of \$200,000.00 from Bottowever to Lender, together with all renewals of, extensions of, consolidations of, refinancings of, substitutions of, and modifications of, the promissory note or agreement.

Under no circumstances shall the interest rate on this assignment be more than the maximum rate allowed by law. The interest rate on this assignment is an initial rate of 9.000% per annum. NOTICE: A rate of 0.500 percentage point(s) over the index, resulting in an initial rate of 9.000% per annum. NOTICE: The interest rate to be applied to the unpaid principal balance of this assignment shall be set at a per annum. The interest rate upon this assignment shall be set at a per annum. The interest rate on this assignment is a variable interest rate based upon an index. The index currently is 8.500%. The interest rate on the Note is a variable interest rate based upon an index. The index currently is 8.500%.

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 incur or receive obligations of Grantor under this Assignment, together with interest on such amounts as provided in this Assignment. In addition to the Note, the word "indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, whether discharged or otherwise barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable.

without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Note, is signifying this Assignment only to grant and convey that Grantor's interest in the Real Property and to render and is not grant a security interest in Grants' Rents and Personal Property to Lender and is not personal liability under the Note except as otherwise provided by contract or law.

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ASSIGNMENT OF RENTS (Continued)

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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 Agreement.

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 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 Borrower, whether voluntarily or otherwise, 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 Borrower'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 settlement or compromise of any claim made by Lender with any claimant

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Successors and Assigns. Subject to the limitations stated in this Assignment, on transfer of Granter'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 Granter, Lender, without notice to Granter, may deal with Granter's successors with reference to this Assignment and the indebtedness by way of transfer or extension without releasing Granter from the obligations of this Assignment under the Indebtedness.

deemed 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.

accepts any future advances under any such security agreement without the prior written consent of Leander.

No Modification. Granulator shall not enter into any agreement with the holder of any mortgagee, deed of trust, or other security agreement which has priority over this Assignment without consent of Lender. Granulator shall neither amend, extend, renew, or rework the prior written agreement by which this assignment is modified.

Applicable Law. This Assignment has been delivered to Lennder and accepted by Lennder in the State of Illinois. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Amendments. This Assignment will be treated documents, consultees the entire understanding and agreement as to the matters set forth in this Assignment. No alteration of or amendment of 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.

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

Attorneys' Fees; Expenses. If Lender shall be entitled to recover such sum as the court may adjudicate reasonable expenses 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 enforcement of its interest or the enforcement of its rights shall be entitled to recover such sum as the court may adjudicate reasonable expenses (including attorney's fees, court costs, appraisals, surveyors' reports, and appraisal fees, among other sums provided 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 otherwise to demand strict compliance with any other provision. The party's rights otherwise to demand strict compliance with any other provision or any other provision, election to remedy shall not exclude pursuit of remedies under this Assignment after failure of garnitor or borrower to perform an obligation of garnitor or borrower under this Assignment to make payment or take action to perform an obligation of garnitor or borrower under this Assignment after default and exercise its remedies under this Assignment.

receiver

Collect Rents, Lender shall have the right, without notice to Borrower, to take possession of the 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 or other users to Lender in response to Lender's demand shall satisfy the obligations by tenants or other users to Lender for the demands for the services rendered by Lender under this subparagraph either or not any grounds for the demand exist.

measures provided by law.
Accelerate indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

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(Continued)

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.

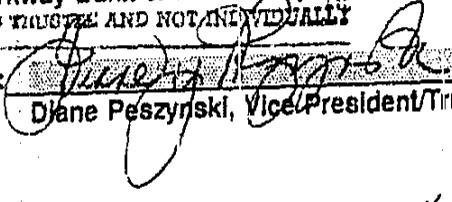
GRANTOR'S LIABILITY. This Assignment is executed by Grantor, not personally but as Trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under this Assignment, or to perform any covenant either express or implied contained in this Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any grantor..

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

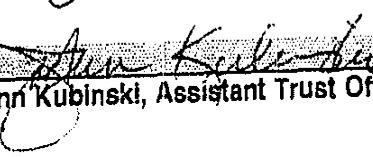
upon the direction of it's Beneficiaries

GRANTOR:

Parkway Bank & Trust Company
AS TRUSTEE AND NOT INDIVIDUALLY

By: 
Diane Peszynski, Vice President/Trust Officer

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By: 
Joann Kubinski, Assistant Trust Officer

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CORPORATE ACKNOWLEDGMENT

STATE OF ILLINOIS)

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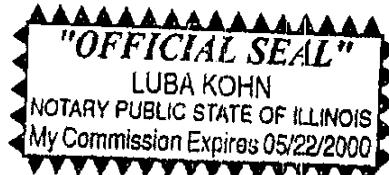
COUNTY OF Cook)

On this 30TH day of MARCH, 19 98, before me, the undersigned Notary Public, personally appeared Diane Peszynski and Joann Kubinski, Vice President/Trust Officer and Assistant Trust Officer of Parkway Bank & Trust Company, 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 Luba Kohn

Notary Public in and for the State of Illinois

My commission expires 5/22/2000



PARKWAY BANK & TRUST CO.

Residing at 4800 N. HARLEM AVENUE

HARLEM HEIGHTS, ILL. 60656

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