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1999-10-19 10:08:01
Cook County Recorder 39.50

RECORDATION REQUESTED BY:

Midwest Bank of McHenry County
2045 E. Algonquin Rd.
Algonquin, IL 60102

COOK COUNTY RECORDER
99 OCT 15 PM 2:12

99 OCT -5 PM 2:11



WHEN RECORDED MAIL TO:

Midwest Bank of McHenry County
2045 E. Algonquin Rd.
Algonquin, IL 60102

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
ROLLING MEADOWS

FOR RECORDER'S USE ONLY

SEND TAX NOTICES TO:

Jozef Poplawski
114 Talcott
Park Ridge, IL 60068

6700432 3/3 [Signature]

This Assignment of Rents prepared by: Midwest Bank of McHenry County
2045 E. Algonquin Road
Algonquin, IL 60102

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED OCTOBER 1, 1999, between Jozef Poplawski, a single man, whose address is 114 Talcott, Park Ridge, IL 60068 (referred to below as "Grantor"); and Midwest Bank of McHenry County, whose address is 2045 E. Algonquin Rd., Algonquin, IL 60102 (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 17,18, and 19 in Block 14 in IRA Brown's addition to Park Ridge, being a Subdivision of the South 1/2 of the Southwest 1/4 of Section 26, Township 41 North, Range 12 East of the Third Principal Meridian, lying South of the right of way of the Chicago and Northwestern Railway in Cook County, Illinois.

The Real Property or its address is commonly known as 18 N. Clifton, Park Ridge, IL 60068. The Real Property tax identification number is 09-28-322-026.

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 Jozef Poplawski.

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.

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Loan No 5503388**ASSIGNMENT OF RENTS
(Continued)**

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Lender. The word "Lender" means Midwest Bank of McHenry County, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated October 4, 1999, in the original principal amount of \$180,000.00 from Grantor 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 8.250% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate of 0.500 percentage point(s) over the Index, resulting in an initial rate of 8.750% 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, guaranties, 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 UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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.

10-04-1999

Loan No 5503388

ASSIGNMENT OF RENTS
(Continued)

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Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is made by Grantor, whether voluntarily or 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 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 settlement 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 case may be, notwithstanding any cancellation of this 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 Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Assignment also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of 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.

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

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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

Death or Insolvency. The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

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 by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or

forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond 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 liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender reasonably deems itself insecure.

Right to Cure. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS 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:

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

Collect Rents. Lender shall have the right, without notice to Grantor, 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 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 under this Assignment after failure of Grantor 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. 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

10-04-1999
Loan No 5503388

ASSIGNMENT OF RENTS
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF IL)

COUNTY OF Cook) ss

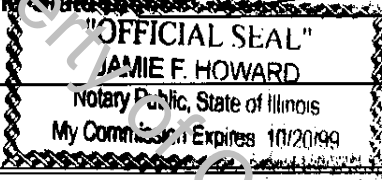
On this day before me, the undersigned Notary Public, personally appeared **Jozef Poplawski**, to me known to be the individual described in and who executed the Assignment of Rents, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4 day of October, 19 99

By Jozef Poplawski Residing at Cook County

Notary Public in and for the State of IL

My commission expires



Cook County Clerk's Office

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2240 Hicks Road, Suite 240 • Rolling Meadows, IL 60008 • Phone 847-797-9200 Fax 847-797-8150

PAYOFF COVER LETTER

PARK RIDGE COMMUNITY BANK
626 TALCOTT ROAD
PARK RIDGE, IL 60068

Date: 10/4/99
Loan Number: 50692588
Name: ELIZABETH BRYANT
Address: 18 N. CLIFTON
File Number: 6700432

VIA: FED EX

Enclosed is our check in payment of the subject loan. To protect the homeowner and to avoid an outstanding lien on the property the FOLLOWING original document(s) must be forwarded to Freedom Title Corporation so that it (they) may be recorded.

IMPORTANT NOTICE: The Mortgagor's failure to provide release within one month after payment of the debt shall cause the mortgagee to be liable for and pay to the party aggrieved the sum of \$200.00, together with reasonable attorney fees. 765ILCS 905/4-4

The undersigned mortgagor hereby requests the mortgage named herein to release the above-referenced mortgage. I further request that the mortgagee cancel the subject agreement.
X _____
*Maryberry and Joanne Miranda
attorneys-in-fact*

Please return the following checked item(s), together with a copy of this transmittal to:

Freedom Title Corporation
2240 Hicks Road, Suite 240
Rolling Meadows, IL 60008

- RELEASE DEED FOR MORTGAGE TO: **PARK RIDGE COMMUNITY BANK DATED 4/29/98** AND RECORDED **5/13/98** AS DOCUMENT NUMBER **98393001**
-
-

PLEASE REFER TO THE FILE NUMBER ON ALL CORRESPONDENCE

Respectfully,
Freedom Title Corporation

Jamie Howard
Closing Officer

Other documents may be returned to the following address:



2240 Hicks Road, Suite 240 • Rolling Meadows, IL 60008 • Phone 847-797-9200 Fax 847-797-8150

PAYOFF COVER LETTER

PARK RIDGE COMMUNITY BANK
626 TALCOTT ROAD
PARK RIDGE, IL 60068

Date: 10/4/99
Loan Number: 50949070
Name: PERRY/MIRANDA
Address: 18 N. CLIFTON
File Number: 6700432

VIA: FED EX

Enclosed is our check in payment of the subject loan. To protect the homeowner and to avoid an outstanding lien on the property the FOLLOWING original document(s) must be forwarded to Freedom Title Corporation so that it (they) may be recorded.

IMPORTANT NOTICE: The Mortgagor's failure to provide a release within one month after payment of the debt shall cause the mortgagee to be liable for and pay to the party aggrieved the sum of \$200.00, together with reasonable attorney fees. 765ILCS 905/4-4

The undersigned mortgagor hereby requests the mortgage named herein to release the above-referenced mortgage. I further request that the mortgagee cancel the subject agreement.
X _____
Mary Perry and Joanne Miranda
Attorney in fact

Please return the following checked item(s), together with a copy of this transmittal to:

Freedom Title Corporation
2240 Hicks Road, Suite 240
Rolling Meadows, IL 60008

- RELEASE DEED FOR MORTGAGE TO: **PARK RIDGE COMMUNITY** DATED **6/15/99** AND RECORDED **7/112/99** AS DOCUMENT NUMBER **99662037**
-
-

PLEASE REFER TO THE FILE NUMBER ON ALL CORRESPONDENCE

Respectfully,
Freedom Title Corporation

By: *Janie Howard*
Closing Officer

Other documents may be returned to the following address:

UNOFFICIAL COPY

99977930



PARK RIDGE COMMUNITY BANK

626 Talcott Road • P.O. Box 829 • Park Ridge, IL 60068 • tel. 847.384.9200

October 1, 1999

Ms. Mary Beth Tighe
Park Ridge, IL 60068

RE: Payoff quote for loan no. 50692588 - Elizabeth Bryant - 18 N. Clifton Avenue,
Park Ridge, IL

Dear Mary Beth:

The amount necessary to payoff the mortgage loan on the above referenced
property on October 4, 1999 is:

Principal Amount	\$47,742.32
Interest to 10/4	377.69
Release Fee	35.00
Total To Payoff	\$48,155.01

If the loan is paid off after October 4, 1999, please add \$11.45 per day. Funds must
be received by 3:00 PM in order to be credited that day.

All balances may change if a payment becomes due, a payment is made, or a payment
is reversed. We reserve the right to correct any portion of this statement at any time.

Upon receipt of payoff funds we will prepare the release of the mortgage. Please
include specific directions indicating where the release is to be sent.

This payoff letter is void after October 10, 1999. A new payoff letter must be
obtained after this date.

If you have any questions about the payoff, please call me at 847-384-9200.

Sincerely,

Tim Coyne
Assistant Vice President

UNOFFICIAL COPY**PARK RIDGE COMMUNITY BANK**

626 Talcott Road • P.O. Box 829 • Park Ridge, IL 60068 • Tel. 847.384.9200



October 1, 1999

Ms. Mary Beth Tighe
Park Ridge, IL 60068RE: Payoff quote for loan no. 50949070 - Mary Perry and Jo Aleene Miranda - 18
N. Clifton Avenue, Park Ridge, IL

Dear Mary Beth:

The amount necessary to payoff the mortgage loan on the above referenced
property on October 4, 1999 is:

Principal Amount	\$40,000.00
Interest to 10/4	138.90
Release Fee	\$ 35.00
Total To Payoff	\$40,173.90

If the loan is paid off after October 4, 1999, please add \$10.68 per day. Funds must
be received by 3:00 PM in order to be credited that day.All balances may change if a payment becomes due, a payment is made, or a payment
is reversed. We reserve the right to correct any portion of this statement at any time.Upon receipt of payoff funds we will prepare the release of the mortgage. Please
include specific directions indicating where the release is to be sent.This payoff letter is void after October 10, 1999. A new payoff letter must be
obtained after this date.Proceeds in savings account #04047856-10 (interest reserve) will be released to
borrowers upon receipt of payoff funds.

If you have any questions about the payoff, please call me at 847-384-9200.

Sincerely,

Tim Coyne
Assistant Vice President