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Other Act. Lender may do all such things and acts with respect to the Property as Lender may deem appropriate and may act exclusively... Employment Agents. Lender may engage with agents or persons as Lender may deem appropriate, either in Lender's name or in Grantor's name, to... 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... 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.

ENTER THE PROPERTY. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenant or from any other person... PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Borrower shall pay to Lender all amounts secured by this Assignment... LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For the purpose, Lender is hereby given and granted the following rights, powers and authority:

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 Illinois Uniform Commercial Code. Assignment. The word "Assignment" means the Assignment of Rents between Grantor and Lender, and includes without limitation all... The Real Property or its address is commonly known as 5244 W. Diversy, Chicago, IL 60639. The Real Property tax identification number is 13-20-131-023, 024, 025 and 026.

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MARCH 29, 1990, between Michael Kuchelja, whose address is 5244 W. Diversy, Chicago, IL 60639 (referred to below as "Grantor"); and Park National Bank of Chicago, whose address is 2858 N. Milwaukee Ave, Milwaukee Ave, Chicago, IL 60618 (referred to below as "Lender").

RECORDATION REQUESTED BY: Park National Bank of Chicago, 2858 N. Milwaukee Ave, Milwaukee and Central Park, Chicago, IL 60618. WHEN RECORDED MAIL TO: Park National Bank of Chicago, 2858 N. Milwaukee Ave, Milwaukee and Central Park, Chicago, IL 60618. SEND TAX NOTICES TO: Michael Kuchelja, 5244 W. Diversy, Chicago, IL 60639.

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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE  
100 N. LAUREL ST. CHICAGO, IL 60602  
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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 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 the costs and expenses shall be applied to the indebtedness secured by this Assignment, and Lender under the 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 Lender pays all of the indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment and the Note, Lender shall execute and deliver to Grantor a suitable satisfaction of the Assignment and suitable statements of termination of any financing statement on the evidencing Lender's security interest in the Rents and the Property. Any termination so required by law that be paid by Grantor, if permitted by applicable law.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of the Assignment, or if any action or proceeding is commenced that would materially affect Lender's interest 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 charged under 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. The Assignment also will secure payment of the above amount. The right 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 Incentive.** Failure of Grantor to make any payment when due on the indebtedness. **Failure to comply with the Assignment, the Note or in any of the Related Documents.** Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and Grantor has not been given a notice of a breach of the same provision of the Assignment within the time specified in the Related Documents, 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, produces compliance as a condition to a reasonably practical, immediate initiation step, and Grantor agrees to cure the failure and thereafter continues and complies all reasonable and necessary steps sufficient to produce compliance as a condition to a reasonably practical.

**Breaches.** 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, or at the time made or furnished was, false in any material respect.

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

**Insolvency.** The insolvency of a receiver, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, Grantor's admission as a going business (if Grantor is a business), or any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Assignment.

**Forfeiture, etc.** Commitment of forfeiture, withdrawal, non-help, repossession or any other method, by any creditor or Grantor against any of the Property. However, the above shall not apply in the event of a good faith dispute by Grantor as to the validity of reasonable possession of the claim which is the basis of the repossession, provided that Grantor gives Lender written notice of such claim and furnishes a surety bond for the claim satisfactory to Lender.

**Events Affecting Guarantor.** Any of the preceding events shall constitute an Event of Default if the Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations existing under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Insolvency.** Lender reasonably deems itself insolvent.

**Rights and Remedies on Default.** Upon the occurrence of any event of default and in any line hereafter, 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 the right, Lender may require any tenant or other user of the Property to make payments of rent or other charges directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse the instrument received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenant or other user to Lender in respect to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper ground for the demand existed. Lender may exercise the right under this subparagraph either in person, by agent, or through a receiver.

**Mortgage 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 defend the Property proceeding for foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the foreclosure, against the indebtedness. The mortgagee in possession or receiver may give 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 the 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 constitute a waiver of or prejudice the party's right to perform after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

**Attorney's Fees; Expenses.** If Lender initiates any suit or action to enforce any of the terms of the Assignment, Lender shall be entitled to recover attorney's 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 Note rate. Expenses covered by this paragraph include, without limitation, lawyer's fees and legal expenses, Lender's attorney's fees and legal expenses, whether or not there is a lawsuit, including attorney's fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appraisals and any anticipated post-judgment collection services, the cost of searching records, obtaining the reports (including foreclosure reports), surveys and 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 changed 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 the Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall not request or accept any future advance under any such security agreement without the prior written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of the Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not affect the validity of the Assignment as to any other person or circumstance. If feasible, any such offending provision shall be modified so that the remainder of the Assignment can be given effect. If the offending provision cannot be modified, it shall be deleted and the remainder of the Assignment shall remain in full force and effect.

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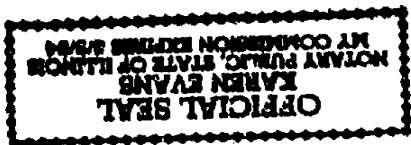
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On this day before me, the undersigned Notary Public, personally appeared Michael Kuchel, to me known to be the individual described in and upon and purposes therein mentioned. Given under my hand and official seal this 29th day of March, 1990. Reading at Chicago, Illinois My commission expires 8/24/94 Notary Public in and for the State of Illinois

STATE OF Illinois COUNTY OF Cook

INDIVIDUAL ACKNOWLEDGMENT

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND GRANTOR AGREES TO ITS TERMS. GRANTOR: Michael Kuchel. Successors and Assigns. Subject to the limitations stated in the 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 the 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. 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 that operates 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 obligations as to any future transactions. Wherever 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.

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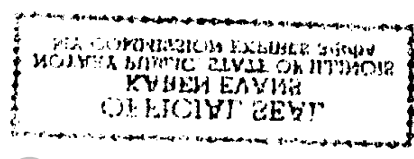
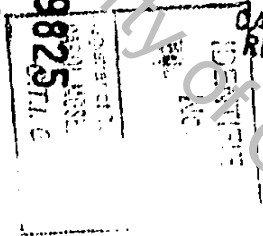
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