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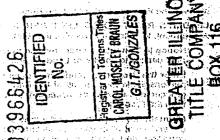
HERITAGE BANK OAK LAWN 9001 WEST 95TH STREET OAK LAWN, IL 90453

AD FAR NOTICES TO:

PHERITAGE STRUST COMPANY, AS TRUSTEE AND NOT

PERSONALLY
STORY ON PARK AVENUE
THOSE PARK, IL 60477

REGISTRAR OF TERAUN



1007-4004-20

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED MAY 20, 1991, between HERITAGE TRUST COMPANY, AS TRUSTEE AND NOT PERFONALLY, AN ILLINOIS CORPORATION, whose address is 17500 SOUTH OAK PARK AVENUE, TINLEY PARK, IL (insterred to below as "Grantor"); and HERITAGE BANK OAK LAWN, whose address is 6001 WEST 95TH STREET, CAK LAWN, IL 60453 (referred to below as "Lender").

ASSIGNMENT. For vr. us ble consideration, Grantor assigns and conveys to Lender all of Grantons right, title, and Interest in and to the Rents from the following described Property located in COOK County, State of Illinois: \* Pursuant

LOT 35 (EXCEPT THE SOUTH 16.66 FEET THEREOF), ALL OF LOT:36, ALL OF LOT:37/AND THE SOUTH 9.33 FEET OF LOT 38 IN BLOCK 5, ALL IN ALSIP, A SUBDIVISION OF THE NORTHWEST IN OF SECTION 27, TOWNSHIP 37 MORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 12251 SOUTH SPENCER, ALSIP, IL 60658, The Real Property, use Identification number is 24-27-102-065 (AFFECTS LOT 35, EXCEPT THE SOUTH 16.66 FEET THEREOF), 24-27-102-028 (AFFECTS LOT 37), 24-27-102-029 (AFFECTS LOT 38) AND 24-27-10 (-0/ 8 (AFFECTS THE 9.33 FEET OF LOT 38)...

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

Assignment. The word "Assignment" means this Assignmen, of Gents between Granter and Londor, and Includes without limitation all assignments and security interest provisions relating to the Rents.

Borrower. The word "Borrower" means DONALD T. ENRIGHT and DON NA.M. ENRIGHT.

Event of Default. The words "Event of Default" mean and include any c. th.) Events of Default set forth below in the section blied, "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 signify—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 Long and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

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. In addition to the Note, the word incubing the includes all obligations, debts and liabilities, plus interest thereon, of Borrower or any one or more of them, whether arising now or any, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or conlingent, illquid, led of unliquidated and whether Borrower may be liable individually or jointly with others, whether obligated as guaranter or otherwise, and whether excern upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such Indebtedness may be hereafter may become otherwise unenforceable.

Lender. The word "Lender" means HERITAGE BANK OAK LAWN, its successors and assigns.

Note. The word "Note" means the promissory note or credit agreement dated May 20, 1991, In. the Original principal amount of \$163,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 10.000%. The Note is payable in 180 monthly payments of

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, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter existing, executed in connection with Borrower's Indebtedness to Lender.

Rents. The word "Rents" means all rents, revenues, income, issues, and profits 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 GRANTON, AND BORROWER UNDER THE NOTE AND THIS ASSIGNMENT. 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 action.

GRANTOR'S REPRESENTATIONS AND WARFIANTIES. 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 and right to enter into this Assignment and to hypothecate the Property; (c) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (d) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthless of Borrower):

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lander need not tell Borrower about any action or inaction Londer 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 Londer 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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Borrower shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Borrower's obligations. 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.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignifient, 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

Either the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other personal liable; therefor, all of the Rents; institute and carry on all legal proceedings necessary for the projection of the Property; including such proceedings as may be necessary to recover possession of the Property; collect the Pients and remove any tenant or tenants or other personal 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

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. 4. de 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 pie so 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 state 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 expen as from the Rents. Lender in its sole discretion; shall determine the application of any and all Rents received by its however, any such Rents received by an expenditures. 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 and the Note, 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 Larger'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.

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, L. Jr., 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 coin, 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 expends 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, and a next 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 treat at as a balacen payment, which will be due and payable at the Note's materity. This Assignment also will secure payment of these amounts. The lights provided for in this paragraph shall be in addition to any other rights or any termedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default on as to bar Lender from any remedy that it otherwise would have had. 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 ("Evant of Default") under this Assignment:

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

Compliance Default. Failure to comply with any other term, obligation, or ver an or condition contained in this Assignment, the Note or in any of the Related Documents. If such a failure is curable and if Grantor or Borrov et an or condition contained in this Assignment, the Note or in any of this Assignment within the preceding twelve (12) months; it may be cured (and no Event of Default will have occurred) if Grantor or Borrower, after Lender, sends written notice demanding cure of such failure; (a) cures the failure and there are only the cure requires more than iffieen (15) days, immediately inflates steps sufficient to ours the failure and there are only increased at reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

warranty, representation or statement made or furnished to Lender by or an unhalf of Grantor or Borrower under this Assignment, the Note or the Related Documents is, or at the time made or furnished was, false in any miles of respect.

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

the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency is a spainst Grantor or Borrower, or the desolution or termination of Grantor or Borrower's existence as a going business (if Grantor or Borrower's Laboration of Borrower's existence as a going business (if Grantor or Borrower's Laboration of Borrower's Except to the extent prohibited by federal law or Illinois law, the death of Grantor or Borrower (if Grantor or Borrower is an individual) also shall constitute an Event of Default under this Assignment.

CONTRACTOR Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any of the method, by any creditor of Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by a remor as to the validity or reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice or such claim and turnishes 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 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 arising under the guaranty in a manner satisfactory to Lender, and, in coing so, cure the Event of Default.

Insecurity, Lender reasonably deems itself insecure,

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 Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the rief proceeds over and above Cander's costs; against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor in the 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 of 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.

Mortgages in Possession. Lender shall have the right to be placed as mortgages 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 mortgages 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 assubatantial amount. Employment by Lender shall not disquality 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.

Walver; Election of Remedies. A walver by any party of a breach of a provision of the Assignment shall not constitute a walver 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 or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect the perform and exercise its remedies under this Assignment.

HERITAGE TRUS

## UNO PASSIGNMENT OF REALISOPY

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 attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Londer 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, however subject to any limits under applicable law, Lender's attorneys' fees and 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. Subject to the provisions on arbitration, this Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

Multiple Parties. All obligations of Grantor and Borrower under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Borrower. This means that each of the persons signing below is responsible for all obligations in this Assignment. Where any one or more of the Grantor or Borrowers are corporations or partnerships, it is not necessary for Lender to inquire into the powers of any of the Grantor or Borrowers or of the officers, directors, partners, or agents acting or purporting to act on their behalf, and any Indebtedness made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

No Modification G anter 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. Granter 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 one not render that provision invalid or unenforceable as to any other persons or circumstances. It feasible, any such offending provision shall be the ned to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricke, e.a.e. 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 G anter from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the assume in the performance of this Assignment.

COMPANY, AS TRUSTEE AND NOT PERSONALLY

Walver of Homestead Exemption. Grantor he aby isleases and walves all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Walvers 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 the party 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,

By: Linds Lee Land	
J ROM. SERVINI	
CORPORATE ACKNOWLEDGMENT	# <b>,</b>
STATE OF   LLINOIS )	
COUNTY OF COOK	<u>S</u>
On this Cyarina . Sike and Linds Los Lutz , 19 1, before me, the undersigned Notary Put and Linds Los Lutz , TITLE: Sice President and TITLE: Asst. Sec	TO HERITAGE
TRUST COMPANY, AS TRUSTEE AND NOT PERSONALLY, and known to me to be authorized agents of the corporation to Rents and acknowledged the Assignment to be the tree and voluntary act and deed of the corporation, by a resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that they are Assignment and in fact executed the Assignment on behalf of the corporation.	authority of its Bylaws or by
By Soth O'Hacion Residing at Tinley Var	<u> </u>
Notary Public in and for the State of	4 34

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"OFFICIAL SEAL"
Beth O'Hagan
Notary Public, State of Illinois
My Commission Expires Dac. 7, 1993

It is expressly undorstood and ogread by and botwien the parties hereto, inviting herein to the contrary not withstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the westernies, indemnities, representations, covenants, undertakings and agreements of said frustae, ere covertheirs, each and every one of them, made and intended not export and warranties, incomnities, representations, covenants, undertakings and africanced by the trustee or for the purpose of with the injustion of bindings and Trustee paraonally but or made and intended for the purpose of only the portion of the trust property erectifically described termin, and this instrument is executed and dilivered by said frustey not had its new right, but solely in the executed and dilivered by not shall at my time be corrected or concreasing the company, under said Trust Agreement on account of this instrument or on account of any warranty, indomnity, representation, covenant, undertaking or egitement ut the said Trustee in this instrument contained, either expressed or implied, all such personal debility, if any, being expressly waived and released.

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"MARK AMERICA" Seth C'Megan

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