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UNOFFIC AL COPY

RECORDATION REQUESTED BY:

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Interslate Bank of Oak Forest 16833 South Cicero Basses and Alta: Loan Department Oak Forest, N. 80452

WHEN RECORDED MAIL TO:

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SEND TAX NOTICES TO:

interstate Bank of Oak Forest
18433 South Cicero
Altn: Loan Department
Oak Forest, IL 60463

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ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED AUGUST 27, 1991, between George M. Moran and Rule Angela Moran, his wife, as joint tenants, whore address is 16752 S. Greenwood, South Holland, IL. 60473-3183 (referred to below as "Grantor"); and interstal Bank of Oak Forest, whose address is 15533 South Cicero, Attn: Loan Department, Oak Forest, IL. 60452 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns 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:

Lot 25 (excepting from said lot that part mereof lying North of the North Line of the South 49 acres of the East 1/2 of the Southwest 1/4 of Section 23, Township 36 North, Range 14, East of the Third Principal Meridian, in Maccarl's First Addition to South Holland, being a Subdivision of part of the Southwest 1/4 of Section 23, Township 36 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof registered in the Office of the Registrar of Titles of Cook County, Illinois on June 15, 1967 as Document Number 2329857, in Cook County, Illinois.

The Real Property or its address is commonly known as 16752 S. Creconwood, South Holland, IL 60473-3183. The Real Property tax Identification number is 29-23-306-028-0000.

DEFINITIONS. The following words shall have the following meanings when used in this Assign term. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to Jolian 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 Lander, and linctudes without limitation all assignments and security interest provisions relating to the Rents.

Event of Default. The words "Event of Default" mean and include any of the Events of Default set forth below in the section titled "Events of Default."

Grantor. The word "Grantor" means George M. Moran and Ruie Angela Moran.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts (x) inded 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. Specifically, without limitation, this Assignment secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note. Such advances may be a made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Note, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Note it is the intention of Grantor and Lender that this Assignment secures the balance outstanding under the Note from time to time from zero up to the Credit Limit as provided above and any intermediate balance.

Lender. The word "Lender" means Interstate Bank of Oak Forest, its successors and assigns.

Note: The word "Note" means the promissory note or credit agreement dated August 27, 1991; In the original principal amount of \$30,000.00 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 8.500% per annum. The interest rate to be applied to the unpaid principal balance of this Assignment shall be at a rate equal to the index, subject however to the following maximum rate, resulting in an initial rate of % per annum. NOTICE: Under no circumstances shall the interest rate on this Assignment be more than (except for any higher default rate shown below) the lesser of 25,000% per annum or 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, guaranties, security agreements, mortgages, deeds of trust, and all other instruments and documents, whether now or hereafter

JNO ES GIVEN A RENTS OPY (Continued)

Plents. The word "Rents" means all rents, revenues, income, issues, and profits from the Property, whether due now or later, including without existing, executed in connection with Grantor's Indebtedness to Lender.

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

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment, Borrower shall pay to Lender all amounts secured by this Assignment as they became due, and shall strictly perform all of Borrower's obligations. Unless and until Lender exercises its right to collect the Rents. Assignment as user opcoping ours, and sheet suicity perform an or our own a configuration. Others and units control of and operate and 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

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: manage the Property and collect the Rents.

Notice to Tenants. Lander may send notices to any and all tenants of the Property advising them of this Assignment and directing all Flents to be

Enter the Property. Under may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable thereto; at of the Rents, institute and carry on all legal proceedings necessary for the projection of the Property, including such paid directly to Lander or Lander's agent. proceedings as may by micessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons than the Bronauts.

Maintain the Property. Lend 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 on so two or an employees, where the equipment, and or an community costs and expenses of maintaining the imperty in proper rapair and condition, and also to pay all takes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the premium.

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.

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

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 artismith 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 30 kmy other specific act or thing. APPLICATION OF RENTS. At 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 describer, shall determine the application of any and all Rents received by its however, any such Rents received by Lender which are not applied to such cores and expenses shall be applied to the indebtedness. All expenditures inverses any plant matter received by content when septimes to pure the plant of the indebtedness secured by this Assignment, and the line of the indebtedness secured by this Assignment, and the beautiful to assess the indebtedness secured by this Assignment, and the beautiful to assess the indebtedness secured by this Assignment, and the beautiful to assess the indebtedness secured by the Assignment and the black rate from the secured to the indebtedness secured by the Assignment and the black rate from the secured to the indebtedness secured by the Assignment and the black rate from the secured to the indebtedness secured by the Assignment and the black rate from the secured to the indebtedness secured by the Assignment and the black rate from the secured to the indebtedness secured by the Assignment and the black rate from the secured to the indebtedness secured by the Assignment and the black rate from the secured to the indebtedness secured by the Assignment and the black rate from the secured to the secur

FIEL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise purforms all the obligations imposed upon Grantor under this Assignment and suitable statements of termination.

Assignment and the Note, Lender shall execute and deliver to Grantor a suitable satisfactor. And termination has required by law shall be controlled by the party and the statement on the materials. shall be payable on demand, with interest at the Note rate from date of expenditure until paid. resputition and the rule, correspond to control to control a summer accurate to the reporty. Any termination tee required by tax shall be paid to the reporty. Any termination tee required by tax shall be paid to the reporty.

EXPENDITURES BY LENDER. If Grantor tails to comply with any provision of this Assign ners, including any obligation to maintain Existing indebiedness in good standing as required below, or if any action or proceeding is commenced their would materially affect Lender's interests in the by Granior, if permitted by applicable law. incomparison in good standing as required delow, or a any action or proceeding as commenced interviewed interviewe experty, Lericer on Granics a persun may, our state not be required to, lake any script user Lender to the date of repayment by Granics.

Supports in so doing will beer interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Granics. expense in so doing will been interest at the rate charged under the Note from the date incurred or paid by Levoer to the date or repayment by training.

As such expenses, at Lender's option, will (a) be psyable on demand, (b) be added to the balance of the nieth and be apportioned among and the psyable with any installment payments to become due during either (i) the term of any applicable insurance could be payable with any installment payments to become due during either (ii) the term of any applicable insurance could be payable with any installment payments to become due during either (ii) the term of any applicable insurance could be payable with any installment payments to become due during either (iii) the term of any applicable insurance could be accounted to the balance of the payment of the balance of the payment of the balance of the payment of the paym we payers will any measurem payments to become due during enter (i) me term or any applicable insulance policy or (ii) me remaining term or the Note's majurity. This Assignment also will secure payment of these and payment of the Note's majurity. This Assignment also will secure payment of these and the translation of the Assignment and the secure payment of these and the secure payment or the secure payment of these and the secure payment or the secure payment of these and the secure payment of the secure payment or the s reces, or (c) or treated as a compoun payment without will be used and payment at the receipt of any remedies to which) ander may be shifted on account amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which) ander may be shifted on account amounts. amounts. The rights provided for in this paragraph stidings in account to any carrier rather to a stry temporary to which periods that it otherwise would be 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 be construed as curing the default.

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. Compilance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any other term.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Assignment, the Note

the Related Documents is, or at the time made or furnished was, false in any material respect. Other Defaults. Fallure of Grantor to comply with any term, obligation, covenant, or condition contained in any other agreement between Grant

insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditor

the commissioned of any proceeding under any bankrupley or insolvency laws by or against Grantor, or the dissolution or termination.

Commissioned of any proceeding under any bankrupley or insolvency laws by or against Grantor, or the dissolution or termination.

Commissioned of the dissolution of Granton's existence as a going business (if Granton is a business). Except to the extent prohibited by lederal law or likrois law, the death Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Assignment.

Foreclosure, etc. Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor foreclosure, and the self-help, repossession or any other method, by any creditor foreclosure, and such as the self-help, repossession or any other method, by any creditor foreclosure, this subsection shall not apply in the event of a good faith dispute by Grantor as to the Grantor against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the claim which is the heate of the fineringure instruction. reasonableness of the claim which is the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishment of a standard formula to the basis of the basis of the foreclosure, provided that Grantor gives Lender written notice of such claim and furnishment of a standard for the basis of the

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guara

dies or becomes incompetent or any Guarantor revokes any guaranty of the indebtedness.

Existing Indebtedness. Default of Grantor under any Existing Indebtedness or under any instrument on the Property securing any Existing indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

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: 300 3733

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 ungaid, and apply the net proceeds, over and above Lander's costs, against the indebtedness. In furtherance of this right; Lender may require any lenant or other user of the Property to make payments of rent or use fees directly to Lander. If the Rents are collected by Lander, 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 Puscession. 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 mortgages in poisse ston or receiver may serve without bond if permitted by taw. Lender's right to the appointment of a receiver shall exist whether or not the apparant value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a rrasiver.

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 regiver 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 afterneys' fees at trial and on any appeal. Vine her 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 pictiguing 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 data of expenditure until repaid at the Note rate. Expenses covered by this paragraph include, without limitation, however subject to any limits und ir applicable law, Lender's attorneys' fees and legal expenses whether or not there is a tawault, 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 starching records, obtaining little reports (including foreclosure reports); surveyors' reports, and appraisal less, and little insurance, to the extent permit of 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 par 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 upless given in writing and signed by the party or parties sought to be charged debound by the alteration or amendment.

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

Multiple Parties. All obligations of Grantor under this Assignment shall be joint and several, and of references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Assignment,

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renew d wi hout the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior writing consent of Lander.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenfaceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumsia, as s. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than 📞 Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of the 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.

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of tilinois as to all indebtedness secured by this Assignment.

Waivers and Consents. Lender shall not be deemed to have waived any rights undor 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, shall constitute a waiver of any of Lender's rights or any of Grantor'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.

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

GRANTOR:

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-ASSIGNMENT OF RENTS

Loan No 201448100 George M. Moran Rule Angele Moran INDIVIDUAL ACKNOWLEDG CIAL SEAL" Willa Pettice Notary Public, State of Illinois My Commission Expires 6/9/92 **COUNTY OF** On this day before me, the undersigned Notary Public, personally appeared George M. Moran and Rule Angela Moran, his wife, as joint tenants, to me known to be the individuals described in and who executed the Assignment of Flents, and acknowledged that they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given upder my hand and official seal this Residing at Notary Public in and for the State of My commission expires LASER PRO (tm) Ver. 3.13a (c) 1991 CF Pankers Service Group, Inc. All rights reserved, (iL-G14 F3.13 P3.13 20144810.LN) TOX COOK

CAROL MOSELEY BRAUN REGISTRAR OF TITLES 126 -E by 3- 15

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