



Sen. John G. Mulroe

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1 AMENDMENT TO SENATE BILL 3810

2 AMENDMENT NO. _____. Amend Senate Bill 3810 by replacing
3 everything after the enacting clause with the following:

4 "Section 1. Short title. This Act may be cited as the
5 Uniform Assignment of Rents Act.

6 Section 2. Definitions. In this Act:

7 (1) "Assignee" means a person entitled to enforce an
8 assignment of rents.

9 (2) "Assignment of rents" means a transfer of an interest
10 in rents in connection with an obligation secured by real
11 property located in this State and from which the rents arise.

12 (3) "Assignor" means a person that makes an assignment of
13 rents or the successor owner of the real property from which
14 the rents arise.

15 (4) "Cash proceeds" means proceeds that are money, as
16 defined in Article 1 of the Uniform Commercial Code, whether in

1 the form of cash, checks, deposit accounts, or the like.

2 (5) "Day" means calendar day.

3 (6) "Deposit account" means a demand, time, savings,
4 passbook, or similar account maintained with a bank, savings
5 bank, savings and loan association, credit union, or trust
6 company.

7 (7) "Document" means information that is inscribed on a
8 tangible medium or that is stored on an electronic or other
9 medium and is retrievable in perceivable form.

10 (8) "Notification" means a document containing information
11 that this Act requires a person to provide to another, signed
12 by the person required to provide the information.

13 (9) "Person" means an individual, corporation, business
14 trust, estate, trust, partnership, limited liability company,
15 association, joint venture, public corporation, government or
16 governmental subdivision, agency, or instrumentality, or any
17 other legal or commercial entity.

18 (10) "Proceeds" means personal property that is received or
19 collected on account of a tenant's obligation to pay rents.

20 (11) "Purchase" means to take by sale, lease, discount,
21 negotiation, mortgage, pledge, lien, security interest, issue
22 or reissue, gift, or any other voluntary transaction creating
23 an interest in property.

24 (12) "Rents" means:

25 (A) sums payable for the right to possess or occupy, or
26 for the actual possession or occupation of, real property

1 of another person;

2 (B) sums payable to an assignor under a policy of
3 rental interruption insurance covering real property;

4 (C) claims arising out of a default in the payment of
5 sums payable for the right to possess or occupy real
6 property of another person;

7 (D) sums payable to terminate an agreement to possess
8 or occupy real property of another person;

9 (E) sums payable to an assignor for payment or
10 reimbursement of expenses incurred in owning, operating
11 and maintaining, or constructing or installing
12 improvements on, real property; or

13 (F) any other sums payable under an agreement relating
14 to the real property of another person that constitute
15 rents under law of this State other than this Act.

16 (13) "Secured obligation" means an obligation the
17 performance of which is secured by an assignment of rents.

18 (14) "Security instrument" means a document, however
19 denominated, that creates or provides for a security interest
20 in real property, whether or not it also creates or provides
21 for a security interest in personal property.

22 (15) "Security interest" means an interest in property that
23 arises by agreement and secures performance of an obligation.

24 (16) "Sign" means, with present intent to authenticate or
25 adopt a document:

26 (A) to execute or adopt a tangible symbol; or

1 (B) to attach to or logically associate with the
2 document an electronic sound, symbol, or process.

3 (17) "State" means a state of the United States, the
4 District of Columbia, Puerto Rico, the United States Virgin
5 Islands, or any territory or insular possession subject to the
6 jurisdiction of the United States.

7 (18) "Submit for recording" means to submit a document
8 complying with applicable legal standards, with required fees
9 and taxes, to the appropriate county clerk or recorder's office
10 under the Conveyances Act.

11 (19) "Tenant" means a person that has an obligation to pay
12 sums for the right to possess or occupy, or for possessing or
13 occupying, the real property of another person.

14 Section 3. Manner of giving notification.

15 (a) Except as otherwise provided in subsections (c) and
16 (d), a person gives a notification or a copy of a notification
17 under this Act:

18 (1) by depositing it with the United States Postal
19 Service or with a commercially reasonable delivery
20 service, properly addressed to the intended recipient's
21 address as specified in subsection (b), with first-class
22 postage or cost of delivery provided for; or

23 (2) if the recipient agreed to receive notification by
24 facsimile transmission, electronic mail, or other
25 electronic transmission, by sending it to the recipient in

1 the agreed manner at the address specified in the
2 agreement.

3 (b) The following rules determine the proper address for
4 giving a notification under subsection (a):

5 (1) A person giving a notification to an assignee shall
6 use the address for notices to the assignee provided in the
7 document creating the assignment of rents, but, if the
8 assignee has provided the person giving the notification
9 with a more recent address for notices, the person giving
10 the notification shall use that address.

11 (2) A person giving a notification to an assignor shall
12 use the address for notices to the assignor provided in the
13 document creating the assignment of rents, but, if the
14 assignor has provided the person giving the notification
15 with a more recent address for notices, the person giving
16 the notification shall use that address.

17 (3) If a tenant's agreement with an assignor provides
18 an address for notices to the tenant and the person giving
19 notification has received a copy of the agreement or knows
20 the address for notices specified in the agreement, the
21 person giving the notification shall use that address in
22 giving a notification to the tenant. Otherwise, the person
23 shall use the address of the premises covered by the
24 agreement.

25 (c) If a person giving a notification pursuant to this Act
26 and the recipient have agreed to the method for giving a

1 notification, any notification must be given by that method.

2 (d) If a notification is received by the recipient, it is
3 effective even if it was not given in accordance with
4 subsection (a) or (c).

5 Section 4. Security instrument creates assignment of
6 rents; assignment of rents creates security interest.

7 (a) An enforceable security instrument creates an
8 assignment of rents arising from the real property described in
9 the security instrument, unless the security instrument
10 provides otherwise.

11 (b) An assignment of rents creates a presently effective
12 security interest in all accrued and unaccrued rents arising
13 from the real property described in the document creating the
14 assignment, regardless of whether the document is in the form
15 of an absolute assignment, an absolute assignment conditioned
16 upon default, an assignment as additional security, or any
17 other form. The security interest in rents is separate and
18 distinct from any security interest held by the assignee in the
19 real property.

20 Section 5. Recordation; perfection of security interest in
21 rents; priority of conflicting interests in rents.

22 (a) A document creating an assignment of rents may be
23 submitted for recording in the county clerk or recorder's
24 office in the same manner as any other document evidencing a

1 conveyance of an interest in real property.

2 (b) Upon recording, the security interest in rents created
3 by an assignment of rents is fully perfected, even if a
4 provision of the document creating the assignment or law of
5 this State other than this Act would preclude or defer
6 enforcement of the security interest until the occurrence of a
7 subsequent event, including a subsequent default of the
8 assignor, the assignee's obtaining possession of the real
9 property, or the appointment of a receiver.

10 (c) Except as otherwise provided in subsection (d), a
11 perfected security interest in rents takes priority over the
12 rights of a person that, after the security interest is
13 perfected:

14 (1) acquires a judicial lien against the rents or the
15 real property from which the rents arise; or

16 (2) purchases an interest in the rents or the real
17 property from which the rents arise.

18 (d) A perfected security interest in rents has priority
19 over the rights of a person described in subsection (c) with
20 respect to future advances to the same extent as the assignee's
21 security interest in the real property has priority over the
22 rights of that person with respect to future advances.

23 Section 6. Enforcement of security interest in rents.

24 (a) An assignee may enforce an assignment of rents using
25 one or more of the methods specified in Sections 7, 8, and 9 or

1 any other method sufficient to enforce the assignment under law
2 of this State other than this Act.

3 (b) From the date of enforcement, the assignee or, in the
4 case of enforcement by appointment of a receiver under Section
5 7, the receiver, is entitled to collect all rents that:

6 (1) have accrued but remain unpaid on that date; and

7 (2) accrue on or after that date, as those rents
8 accrue.

9 Section 7. Enforcement by appointment of receiver.

10 (a) An assignee is entitled to the appointment of a
11 receiver for the real property subject to the assignment of
12 rents if:

13 (1) the assignor is in default and:

14 (A) the assignor has agreed in a signed document to
15 the appointment of a receiver in the event of the
16 assignor's default;

17 (B) it appears likely that the real property may
18 not be sufficient to satisfy the secured obligation;

19 (C) the assignor has failed to turn over to the
20 assignee proceeds that the assignee was entitled to
21 collect; or

22 (D) a subordinate assignee of rents obtains the
23 appointment of a receiver for the real property; or

24 (2) other circumstances exist that would justify the
25 appointment of a receiver under law of this State other

1 than this Act.

2 (b) An assignee may file a petition with the circuit court
3 of as county in which any portion of the premises is located
4 for the appointment of a receiver in connection with an action:

5 (1) to foreclose the security instrument;

6 (2) for specific performance of the assignment;

7 (3) seeking a remedy on account of waste or threatened
8 waste of the real property subject to the assignment; or

9 (4) otherwise to enforce the secured obligation or the
10 assignee's remedies arising from the assignment.

11 (c) An assignee that files a petition under subsection (b)
12 shall also give a copy of the petition in the manner specified
13 in Section 3 to any other person that, 10 days before the date
14 the petition is filed, held a recorded assignment of rents
15 arising from the real property.

16 (d) If an assignee enforces an assignment of rents under
17 this Section, the date of enforcement is the date on which the
18 court enters an order appointing a receiver for the real
19 property subject to the assignment.

20 (e) From the date of its appointment, a receiver is
21 entitled to collect rents as provided in Section 6(b). The
22 receiver also has the authority provided in the order of
23 appointment and law of this State other than this Act.

24 (f) The following rules govern priority among receivers:

25 (1) If more than one assignee qualifies under this
26 Section for the appointment of a receiver, a receivership

1 requested by an assignee entitled to priority in rents
2 under this Act has priority over a receivership requested
3 by a subordinate assignee, even if a court has previously
4 appointed a receiver for the subordinate assignee.

5 (2) If a subordinate assignee obtains the appointment
6 of a receiver, the receiver may collect the rents and apply
7 the proceeds in the manner specified in the order
8 appointing the receiver until a receiver is appointed under
9 a senior assignment of rents.

10 Section 8. Enforcement by notification to assignor.

11 (a) Upon the assignor's default, or as otherwise agreed by
12 the assignor, the assignee may give the assignor a notification
13 demanding that the assignor pay over the proceeds of any rents
14 that the assignee is entitled to collect under Section 6. The
15 assignee shall also give a copy of the notification to any
16 other person that, 10 days before the notification date, held a
17 recorded assignment of rents arising from the real property.

18 (b) If an assignee enforces an assignment of rents under
19 this Section, the date of enforcement is the date on which the
20 assignor receives a notification under subsection (a).

21 (c) An assignee's failure to give a notification under
22 subsection (a) to any person holding a recorded assignment of
23 rents does not affect the effectiveness of the notification as
24 to the assignor, but the other person is entitled to any relief
25 permitted under law of this State other than this Act.

1 (d) An assignee that holds a security interest in rents
2 solely by virtue of Section 4(a) may not enforce the security
3 interest under this Section while the assignor occupies the
4 real property as the assignor's primary residence.

5 Section 9. Enforcement by notification to tenant.

6 (a) Upon the assignor's default, or as otherwise agreed by
7 the assignor, the assignee may give to a tenant of the real
8 property a notification demanding that the tenant pay to the
9 assignee all unpaid accrued rents and all unaccrued rents as
10 they accrue. The assignee shall give a copy of the notification
11 to the assignor and to any other person that, 10 days before
12 the notification date, held a recorded assignment of rents
13 arising from the real property. The notification must be signed
14 by assignee and:

15 (1) identify the tenant, assignor, assignee, premises
16 covered by the agreement between the tenant and the
17 assignor, and assignment of rents being enforced;

18 (2) provide the recording data for the document
19 creating the assignment or other reasonable proof that the
20 assignment was made;

21 (3) state that the assignee has the right to collect
22 rents in accordance with the assignment;

23 (4) direct the tenant to pay to the assignee all unpaid
24 accrued rents and all unaccrued rents as they accrue;

25 (5) describe the manner in which subsections (c) and

1 (d) affect the tenant's payment obligations;

2 (6) provide the name and telephone number of a contact
3 person and an address to which the tenant can direct
4 payment of rents and any inquiry for additional information
5 about the assignment or the assignee's right to enforce the
6 assignment; and

7 (7) contain a statement that the tenant may consult a
8 lawyer if the tenant has questions about its rights and
9 obligations.

10 (b) If an assignee enforces an assignment of rents under
11 this Section, the date of enforcement is the date on which the
12 tenant receives a notification substantially complying with
13 subsection (a).

14 (c) Subject to subsection (d) and any other claim or
15 defense that a tenant has under law of this State other than
16 this Act, following receipt of a notification substantially
17 complying with subsection (a):

18 (1) a tenant is obligated to pay to the assignee all
19 unpaid accrued rents and all unaccrued rents as they
20 accrue, unless the tenant has previously received a
21 notification from another assignee of rents given by that
22 assignee in accordance with this Section and the other
23 assignee has not canceled that notification;

24 (2) unless the tenant occupies the premises as the
25 tenant's primary residence, a tenant that pays rents to the
26 assignor is not discharged from the obligation to pay rents

1 to the assignee;

2 (3) a tenant's payment to the assignee of rents then
3 due satisfies the tenant's obligation under the tenant's
4 agreement with the assignor to the extent of the payment
5 made; and

6 (4) a tenant's obligation to pay rents to the assignee
7 continues until the tenant receives a court order directing
8 the tenant to pay the rent in a different manner or a
9 signed document from the assignee canceling its
10 notification, whichever occurs first.

11 (d) A tenant that has received a notification under
12 subsection (a) is not in default for nonpayment of rents
13 accruing within 30 days after the date the notification is
14 received before the earlier of:

15 (1) 10 days after the date the next regularly scheduled
16 rental payment would be due; or

17 (2) 30 days after the date the tenant receives the
18 notification.

19 (e) Upon receiving a notification from another creditor
20 that is entitled to priority under Section 5(c) that the other
21 creditor has enforced and is continuing to enforce its interest
22 in rents, an assignee that has given a notification to a tenant
23 under subsection (a) shall immediately give another
24 notification to the tenant canceling the earlier notification.

25 (f) An assignee's failure to give a notification under
26 subsection (a) to any person holding a recorded assignment of

1 rents does not affect the effectiveness of the notification as
 2 to the assignor and those tenants receiving the notification.
 3 However, the person entitled to the notification is entitled to
 4 any relief permitted by law of this State other than this Act.

5 (g) An assignee that holds a security interest in rents
 6 solely by virtue of Section 4(a) may not enforce the security
 7 interest under this Section while the assignor occupies the
 8 real property as the assignor's primary residence.

9 Section 10. Notification to tenant; form. No particular
 10 phrasing is required for the notification specified in Section
 11 9. However, the following form of notification, when properly
 12 completed, is sufficient to satisfy the requirements of Section
 13 9:

14 NOTIFICATION TO PAY RENTS TO PERSON OTHER THAN LANDLORD

15 Tenant:.....
 16 Name of Tenant

17 Property Occupied by Tenant (the
 18 "Premises"):
 19 Address

20 Landlord:.....
 21 Name of Landlord

1 Assignee:.....

2 Name of Assignee

3 Address of Assignee and Telephone Number of Contact Person

4 Address of Assignee:

5 Telephone number of person to contact:

6 1. The Assignee named above has become the person
7 entitled to collect your rents on the Premises listed above
8 under.....

9 Name of document

10 (the "Assignment of Rents") dated,

11 Date

12 and recorded at

13 Recording data

14 with the County Clerk or Recorder of..... County.

15 County of Recording

16 You may obtain additional information about the Assignment
17 of Rents and the Assignee's right to enforce it at the

1 address listed above.

2 2. The Landlord is in default under the Assignment of
3 Rents. Under the Assignment of Rents, the Assignee is
4 entitled to collect rents from the Premises.

5 3. This notification affects your rights and
6 obligations under the agreement under which you occupy the
7 Premises (your "Agreement"). In order to provide you with
8 an opportunity to consult with a lawyer, if your next
9 scheduled rental payment is due within 30 days after you
10 receive this notification, neither the Assignee nor the
11 Landlord can hold you in default under your Agreement for
12 nonpayment of that rental payment until 10 days after the
13 due date of that payment or 30 days following the date you
14 receive this notification, whichever occurs first. You may
15 consult a lawyer at your expense concerning your rights and
16 obligations under your Agreement and the effect of this
17 notification.

18 4. You must pay to the Assignee at the address listed
19 above all rents under your Agreement which are due and
20 payable on the date you receive this notification and all
21 rents accruing under your Agreement after you receive this
22 notification. If you pay rents to the Assignee after
23 receiving this notification, the payment will satisfy your
24 rental obligation to the extent of that payment.

25 5. Unless you occupy the Premises as your primary
26 residence, if you pay any rents to the Landlord after

1 receiving this notification, your payment to the Landlord
 2 will not discharge your rental obligation, and the Assignee
 3 may hold you liable for that rental obligation,
 4 notwithstanding your payment to the Landlord.

5 6. If you have previously received a notification from
 6 another person that also holds an assignment of the rents
 7 due under your Agreement, you should continue paying your
 8 rents to the person that sent that notification until that
 9 person cancels that notification. Once that notification
 10 is canceled, you must begin paying rents to the Assignee in
 11 accordance with this notification.

12 7. Your obligation to pay rents to the Assignee will
 13 continue until you receive either:

14 (a) a written order from a court directing you to
 15 pay the rent in a manner specified in that order; or

16 (b) written instructions from the Assignee
 17 canceling this notification.

18 Assignee:.....

19 Name of Assignee

20 By:.....

21 Officer/authorized agent of Assignee

22 Section 11. Effect of enforcement. The enforcement of an
 23 assignment of rents by one or more of the methods identified in

1 Sections 7, 8, and 9, the application of proceeds by the
2 assignee under Section 12 after enforcement, the payment of
3 expenses under Section 13, or an action under Section 14(d)
4 does not:

5 (1) make the assignee a mortgagee in possession of the
6 real property;

7 (2) make the assignee an agent of the assignor;

8 (3) constitute an election of remedies that precludes a
9 later action to enforce the secured obligation;

10 (4) make the secured obligation unenforceable; or

11 (5) limit any right available to the assignee with
12 respect to the secured obligation.

13 Section 12. Application of proceeds. Unless otherwise
14 agreed, an assignee that collects rents under this Act or
15 collects upon a judgment in an action under Section 14(d) shall
16 apply the sums collected in the following order to:

17 (1) the assignee's reasonable expenses of enforcing
18 its assignment of rents, including, to the extent provided
19 for by agreement and not prohibited by law of this State
20 other than this Act, reasonable attorney's fees and costs
21 incurred by the assignee;

22 (2) reimbursement of any expenses incurred by the
23 assignee to protect or maintain the real property subject
24 to the assignment;

25 (3) payment of the secured obligation;

1 (4) payment of any obligation secured by a subordinate
2 security interest or other lien on the rents if, before
3 distribution of the proceeds, the assignor and assignee
4 receive a notification from the holder of the interest or
5 lien demanding payment of the proceeds; and

6 (5) the assignor.

7 Section 13. Application of proceeds to expenses of
8 protecting real property; claims and defenses of tenant.

9 (a) Unless otherwise agreed by the assignee, and subject to
10 subsection (c), an assignee that collects rents following
11 enforcement under Section 8 or 9 need not apply them to the
12 payment of expenses of protecting or maintaining the real
13 property subject to the assignment.

14 (b) Unless a tenant has made an enforceable agreement not
15 to assert claims or defenses, the right of the assignee to
16 collect rents from the tenant is subject to the terms of the
17 agreement between the assignor and tenant and any claim or
18 defense arising from the assignor's nonperformance of that
19 agreement.

20 (c) This Act does not limit the standing or right of a
21 tenant to request a court to appoint a receiver for the real
22 property subject to the assignment or to seek other relief on
23 the ground that the assignee's nonpayment of expenses of
24 protecting or maintaining the real property has caused or
25 threatened harm to the tenant's interest in the property.

1 Whether the tenant is entitled to the appointment of a receiver
2 or other relief is governed by law of this State other than
3 this Act.

4 Section 14. Turnover of rents; commingling and
5 identifiability of rents; liability of assignor.

6 (a) In this Section, "good faith" means honesty in fact and
7 the observance of reasonable commercial standards of fair
8 dealing.

9 (b) If an assignor collects rents that the assignee is
10 entitled to collect under this Act:

11 (1) the assignor shall turn over the proceeds to the
12 assignee, less any amount representing payment of expenses
13 authorized by the assignee; and

14 (2) the assignee continues to have a security interest
15 in the proceeds so long as they are identifiable.

16 (c) For purposes of this Act, cash proceeds are
17 identifiable if they are maintained in a segregated account or,
18 if commingled with other funds, to the extent the assignee can
19 identify them by a method of tracing, including application of
20 equitable principles, that is permitted under law of this State
21 other than this Act with respect to commingled funds.

22 (d) In addition to any other remedy available to the
23 assignee under law of this State other than this Act, if an
24 assignor fails to turn over proceeds to the assignee as
25 required by subsection (b), the assignee may recover from the

1 assignor in a civil action:

2 (1) the proceeds, or an amount equal to the proceeds,
3 that the assignor was obligated to turn over under
4 subsection (b); and

5 (2) reasonable attorney's fees and costs incurred by
6 the assignee to the extent provided for by agreement and
7 not prohibited by law of this State other than this Act.

8 (e) The assignee may maintain an action under subsection
9 (d) without bringing an action to foreclose any security
10 interest that it may have in the real property. Any sums
11 recovered in the action must be applied in the manner specified
12 in Section 12.

13 (f) Unless otherwise agreed, if an assignee entitled to
14 priority under Section 5(c) enforces its interest in rents
15 after another creditor holding a subordinate security interest
16 in rents has enforced its interest under Section 8 or 9, the
17 creditor holding the subordinate security interest in rents is
18 not obligated to turn over any proceeds that it collects in
19 good faith before the creditor receives notification that the
20 senior assignee has enforced its interest in rents. The
21 creditor shall turn over to the senior assignee any proceeds
22 that it collects after it receives the notification.

23 Section 15. Perfection and priority of assignee's security
24 interest in proceeds.

25 (a) In this Section:

1 (1) "Article 9" means Article 9 of the Uniform
2 Commercial Code or, to the extent applicable to any
3 particular issue, Article 9 of the Uniform Commercial Code
4 as adopted by the state whose laws govern that issue under
5 the choice-of-laws rules contained in Article 9 as adopted
6 by this State.

7 (2) "Conflicting interest" means an interest in
8 proceeds, held by a person other than an assignee, that is:

9 (A) a security interest arising under Article 9; or

10 (B) any other interest if Article 9 resolves the
11 priority conflict between that person and a secured
12 party with a conflicting security interest in the
13 proceeds.

14 (b) An assignee's security interest in identifiable cash
15 proceeds is perfected if its security interest in rents is
16 perfected. An assignee's security interest in identifiable
17 noncash proceeds is perfected only if the assignee perfects
18 that interest in accordance with Article 9.

19 (c) Except as otherwise provided in subsection (d),
20 priority between an assignee's security interest in
21 identifiable proceeds and a conflicting interest is governed by
22 the priority rules in Article 9.

23 (d) An assignee's perfected security interest in
24 identifiable cash proceeds is subordinate to a conflicting
25 interest that is perfected by control under Article 9 but has
26 priority over a conflicting interest that is perfected other

1 than by control.

2 Section 16. Priority subject to subordination. This Act
3 does not preclude subordination by agreement as to rents or
4 proceeds.

5 Section 17. Uniformity of application and construction. In
6 applying and construing this Uniform Act, consideration must be
7 given to the need to promote uniformity of the law with respect
8 to its subject matter among states that enact it.

9 Section 18. Relation to Electronic Signatures in Global and
10 National Commerce Act. This Act modifies, limits, and
11 supersedes the federal Electronic Signatures in Global and
12 National Commerce Act (15 U.S.C. Section 7001, et seq.) but
13 does not modify, limit, or supersede Section 101(c) of that Act
14 (15 U.S.C. Section 7001(c)) or authorize electronic delivery of
15 any of the notices described in Section 103(b) of that Act (15
16 U.S.C. Section 7003(b)).

17 Section 19. Application to existing relationships.

18 (a) Except as otherwise provided in this Section, this Act
19 governs the enforcement of an assignment of rents and the
20 perfection and priority of a security interest in rents, even
21 if the document creating the assignment was signed and
22 delivered before the effective date of this Act.

1 (b) This Act does not affect an action or proceeding
2 commenced before the effective date of this Act.

3 (c) Section 4(a) of this Act does not apply to any security
4 instrument signed and delivered before the effective date of
5 this Act.

6 (d) This Act does not affect:

7 (1) the enforceability of an assignee's security
8 interest in rents or proceeds if, immediately before the
9 effective date of this Act, that security interest was
10 enforceable;

11 (2) the perfection of an assignee's security interest
12 in rents or proceeds if, immediately before the effective
13 date of this Act, that security interest was perfected; or

14 (3) the priority of an assignee's security interest in
15 rents or proceeds with respect to the interest of another
16 person if, immediately before the effective date of this
17 Act, the interest of the other person was enforceable and
18 perfected, and that priority was established.

19 Section 20. (Blank).

20 (765 ILCS 5/31.5 rep.)

21 Section 21. Repeal. The Conveyances Act is amended by
22 repealing Section 31.5."