

SB3810



97TH GENERAL ASSEMBLY

State of Illinois

2011 and 2012

SB3810

Introduced 2/10/2012, by Sen. John G. Mulroe

SYNOPSIS AS INTRODUCED:

New Act

Creates the Uniform Assignment of Rents Act. Provides for the creation, perfection, priority, and enforcement of a security interest in rents. Includes provisions concerning: assignments of rents; appointment of a receiver; enforcement by notices; and coordination with the Uniform Commercial Code.

LRB097 17588 AJO 62794 b

A BILL FOR

1 AN ACT concerning rent assignments.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

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, checks,
16 deposit accounts, or the like.

17 (5) "Day" means calendar day.

18 (6) "Deposit account" means a demand, time, savings,
19 passbook, or similar account maintained with a bank, savings
20 bank, savings and loan association, credit union, or trust
21 company.

22 (7) "Document" means information that is inscribed on a
23 tangible medium or that is stored on an electronic or other

1 medium and is retrievable in perceivable form.

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

5 (9) "Person" means an individual, corporation, business
6 trust, estate, trust, partnership, limited liability company,
7 association, joint venture, public corporation, government, or
8 governmental subdivision, agency, or instrumentality, or any
9 other legal or commercial entity.

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

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

16 (12) "Rents" means:

17 (A) sums payable for the right to possess or occupy, or
18 for the actual possession or occupation of, real property
19 of another person;

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

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

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

1 (E) sums payable to an assignor for payment or
2 reimbursement of expenses incurred in owning, operating
3 and maintaining, or constructing or installing
4 improvements on, real property; or

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

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

10 (14) "Security instrument" means a document, however
11 denominated, that creates or provides for a security interest
12 in real property, whether or not it also creates or provides
13 for a security interest in personal property.

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

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

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

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

21 (17) "State" means a state of the United States, the
22 District of Columbia, Puerto Rico, the United States Virgin
23 Islands, or any territory or insular possession subject to the
24 jurisdiction of the United States.

25 (18) "Submit for recording" means to submit a document
26 complying with applicable legal standards, with required fees

1 and taxes, to the appropriate governmental office under the
2 Conveyance Act.

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

6 Section 3. Manner of giving notification.

7 (a) Except as otherwise provided in subsections (c) and
8 (d), a person gives a notification or a copy of a notification
9 under this Act:

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

15 (2) if the recipient agreed to receive notification by
16 facsimile transmission, electronic mail, or other
17 electronic transmission, by sending it to the recipient in
18 the agreed manner at the address specified in the
19 agreement.

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

22 (1) A person giving a notification to an assignee shall
23 use the address for notices to the assignee provided in the
24 document creating the assignment of rents, but, if the
25 assignee has provided the person giving the notification

1 with a more recent address for notices, the person giving
2 the notification shall use that address.

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

9 (3) If a tenant's agreement with an assignor provides
10 an address for notices to the tenant and the person giving
11 notification has received a copy of the agreement or knows
12 the address for notices specified in the agreement, the
13 person giving the notification shall use that address in
14 giving a notification to the tenant. Otherwise, the person
15 shall use the address of the premises covered by the
16 agreement.

17 (c) If a person giving a notification pursuant to this Act
18 and the recipient have agreed to the method for giving a
19 notification, any notification must be given by that method.

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

23 Section 4. Security instrument creates assignment of
24 rents; assignment of rents creates security interest.

25 (a) An enforceable security instrument creates an

1 assignment of rents arising from the real property described in
2 the security instrument, unless the security instrument
3 provides otherwise.

4 (b) An assignment of rents creates a presently effective
5 security interest in all accrued and unaccrued rents arising
6 from the real property described in the document creating the
7 assignment, regardless of whether the document is in the form
8 of an absolute assignment, an absolute assignment conditioned
9 upon default, an assignment as additional security, or any
10 other form. The security interest in rents is separate and
11 distinct from any security interest held by the assignee in the
12 real property.

13 Section 5. Recordation; perfection of security interest in
14 rents; priority of conflicting interests in rents.

15 (a) A document creating an assignment of rents may be
16 submitted for recording in the recorder's office in the same
17 manner as any other document evidencing a conveyance of an
18 interest in real property.

19 (b) Upon recording, the security interest in rents created
20 by an assignment of rents is fully perfected, even if a
21 provision of the document creating the assignment or law of
22 this State other than this Act would preclude or defer
23 enforcement of the security interest until the occurrence of a
24 subsequent event, including a subsequent default of the
25 assignor, the assignee's obtaining possession of the real

1 property, or the appointment of a receiver.

2 (c) Except as otherwise provided in subsection (d), a
3 perfected security interest in rents takes priority over the
4 rights of a person that, after the security interest is
5 perfected:

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

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

10 (d) A perfected security interest in rents has priority
11 over the rights of a person described in subsection (c) with
12 respect to future advances to the same extent as the assignee's
13 security interest in the real property has priority over the
14 rights of that person with respect to future advances.

15 Section 6. Enforcement of security interest in rents.

16 (a) An assignee may enforce an assignment of rents using
17 one or more of the methods specified in Sections 7, 8, and 9 or
18 any other method sufficient to enforce the assignment under law
19 of this State other than this Act.

20 (b) From the date of enforcement, the assignee or, in the
21 case of enforcement by appointment of a receiver under Section
22 7, the receiver, is entitled to collect all rents that:

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

24 (2) accrue on or after that date, as those rents
25 accrue.

1 Section 7. Enforcement by appointment of receiver.

2 (a) An assignee is entitled to the appointment of a
3 receiver for the real property subject to the assignment of
4 rents if:

5 (1) the assignor is in default and:

6 (A) the assignor has agreed in a signed document to
7 the appointment of a receiver in the event of the
8 assignor's default;

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

11 (C) the assignor has failed to turn over to the
12 assignee proceeds that the assignee was entitled to
13 collect; or

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

16 (2) other circumstances exist that would justify the
17 appointment of a receiver under law of this State other than
18 this Act.

19 (b) An assignee may file a petition for the appointment of
20 a receiver in connection with an action:

21 (1) to foreclose the security instrument;

22 (2) for specific performance of the assignment;

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

25 (4) otherwise to enforce the secured obligation or the

1 assignee's remedies arising from the assignment.

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

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

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

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

16 (1) If more than one assignee qualifies under this
17 Section for the appointment of a receiver, a receivership
18 requested by an assignee entitled to priority in rents
19 under this Act has priority over a receivership requested
20 by a subordinate assignee, even if a court has previously
21 appointed a receiver for the subordinate assignee.

22 (2) If a subordinate assignee obtains the appointment
23 of a receiver, the receiver may collect the rents and apply
24 the proceeds in the manner specified in the order
25 appointing the receiver until a receiver is appointed under
26 a senior assignment of rents.

1 Section 8. Enforcement by notification to assignor.

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

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

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

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

21 Section 9. Enforcement by notification to tenant.

22 (a) Upon the assignor's default, or as otherwise agreed by
23 the assignor, the assignee may give to a tenant of the real
24 property a notification demanding that the tenant pay to the

1 assignee all unpaid accrued rents and all unaccrued rents as
2 they accrue. The assignee shall give a copy of the notification
3 to the assignor and to any other person that, 10 days before
4 the notification date, held a recorded assignment of rents
5 arising from the real property. The notification must be signed
6 by assignee and:

7 (1) identify the tenant, assignor, assignee, premises
8 covered by the agreement between the tenant and the
9 assignor, and assignment of rents being enforced;

10 (2) provide the recording data for the document
11 creating the assignment or other reasonable proof that the
12 assignment was made;

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

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

17 (5) describe the manner in which subsections (c) and
18 (d) affect the tenant's payment obligations;

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

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

1 (b) If an assignee enforces an assignment of rents under
2 this Section, the date of enforcement is the date on which the
3 tenant receives a notification substantially complying with
4 subsection (a).

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

9 (1) a tenant is obligated to pay to the assignee all
10 unpaid accrued rents and all unaccrued rents as they
11 accrue, unless the tenant has previously received a
12 notification from another assignee of rents given by that
13 assignee in accordance with this Section and the other
14 assignee has not canceled that notification;

15 (2) unless the tenant occupies the premises as the
16 tenant's primary residence, a tenant that pays rents to the
17 assignor is not discharged from the obligation to pay rents
18 to the assignee;

19 (3) a tenant's payment to the assignee of rents then
20 due satisfies the tenant's obligation under the tenant's
21 agreement with the assignor to the extent of the payment
22 made; and

23 (4) a tenant's obligation to pay rents to the assignee
24 continues until the tenant receives a court order directing
25 the tenant to pay the rent in a different manner or a
26 signed document from the assignee canceling its

1 notification, whichever occurs first.

2 (d) A tenant that has received a notification under
3 subsection (a) is not in default for nonpayment of rents
4 accruing within 30 days after the date the notification is
5 received before the earlier of:

6 (1) 10 days after the date the next regularly scheduled
7 rental payment would be due; or

8 (2) 30 days after the date the tenant receives the
9 notification.

10 (e) Upon receiving a notification from another creditor
11 that is entitled to priority under Section 5(c) that the other
12 creditor has enforced and is continuing to enforce its interest
13 in rents, an assignee that has given a notification to a tenant
14 under subsection (a) shall immediately give another
15 notification to the tenant canceling the earlier notification.

16 (f) An assignee's failure to give a notification under
17 subsection (a) to any person holding a recorded assignment of
18 rents does not affect the effectiveness of the notification as
19 to the assignor and those tenants receiving the notification.
20 However, the person entitled to the notification is entitled to
21 any relief permitted by law of this State other than this Act.

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

1 Section 10. Notification to tenant; form. No particular
 2 phrasing is required for the notification specified in Section
 3 9. However, the following form of notification, when properly
 4 completed, is sufficient to satisfy the requirements of Section
 5 9:

6 NOTIFICATION TO PAY RENTS TO
 7 PERSON OTHER THAN LANDLORD

8 Tenant:.....
 9 Property Occupied by Tenant
 10 (the "Address"):
 11 Landlord:.....
 12 Assignee:.....
 13 Address of Assignee and Telephone Number
 14 of Contact Person:
 15 Address of assignee:
 16 Telephone number of person to contact

17 1. The Assignee named above has become the person entitled
 18 to collect your rents on the Premises listed above under (Name
 19 of document)..... (the "Assignment of Rents") dated
 20, and recorded at (recording data) in
 21 the (Appropriate governmental office under the recording Act of
 22 this State)..... You may obtain
 23 additional information about the Assignment of Rents and the
 24 Assignee's right to enforce it at the address listed above.

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

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

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

23 5. Unless you occupy the Premises as your primary
24 residence, if you pay any rents to the Landlord after receiving
25 this notification, your payment to the Landlord will not
26 discharge your rental obligation, and the Assignee may hold you

1 liable for that rental obligation notwithstanding your payment
2 to the Landlord.

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

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

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

14 (b) written instructions from the Assignee canceling
15 this notification.

16 Name of assignee

17 By: (Officer/authorized agent of assignee)

18 Section 11. Effect of enforcement. The enforcement of an
19 assignment of rents by one or more of the methods identified in
20 Sections 7, 8, and 9, the application of proceeds by the
21 assignee under Section 12 after enforcement, the payment of
22 expenses under Section 13, or an action under Section 14(d)
23 does not:

24 (1) make the assignee a mortgagee in possession of the
25 real property;

- 1 (2) make the assignee an agent of the assignor;
- 2 (3) constitute an election of remedies that precludes a
- 3 later action to enforce the secured obligation;
- 4 (4) make the secured obligation unenforceable; or
- 5 (5) limit any right available to the assignee with
- 6 respect to the secured obligation.

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

- 11 (1) the assignee's reasonable expenses of enforcing
- 12 its assignment of rents, including, to the extent provided
- 13 for by agreement and not prohibited by law of this State
- 14 other than this Act, reasonable attorney's fees and costs
- 15 incurred by the assignee;
- 16 (2) reimbursement of any expenses incurred by the
- 17 assignee to protect or maintain the real property subject
- 18 to the assignment;
- 19 (3) payment of the secured obligation;
- 20 (4) payment of any obligation secured by a subordinate
- 21 security interest or other lien on the rents if, before
- 22 distribution of the proceeds, the assignor and assignee
- 23 receive a notification from the holder of the interest or
- 24 lien demanding payment of the proceeds; and
- 25 (5) the assignor.

1 Section 13. Application of proceeds to expenses of
2 protection real property; claims and defenses of tenant.

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

8 (b) Unless a tenant has made an enforceable agreement not
9 to assert claims or defenses, the right of the assignee to
10 collect rents from the tenant is subject to the terms of the
11 agreement between the assignor and tenant and any claim or
12 defense arising from the assignor's nonperformance of that
13 agreement.

14 (c) This Act does not limit the standing or right of a
15 tenant to request a court to appoint a receiver for the real
16 property subject to the assignment or to seek other relief on
17 the ground that the assignee's nonpayment of expenses of
18 protecting or maintaining the real property has caused or
19 threatened harm to the tenant's interest in the property.
20 Whether the tenant is entitled to the appointment of a receiver
21 or other relief is governed by law of this state other than
22 this Act.

23 Section 14. Turnover of rents; commingling and
24 identifiably of rents; liability of assignor.

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

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

6 (1) the assignor shall turn over the proceeds to the
7 assignee, less any amount representing payment of expenses
8 authorized by the assignee; and

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

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

17 (d) In addition to any other remedy available to the
18 assignee under law of this State other than this Act, if an
19 assignor fails to turn over proceeds to the assignee as
20 required by subsection (b), the assignee may recover from the
21 assignor in a civil action:

22 (1) the proceeds, or an amount equal to the proceeds,
23 that the assignor was obligated to turn over under
24 subsection (b); and

25 (2) reasonable attorney's fees and costs incurred by
26 the assignee to the extent provided for by agreement and

1 not prohibited by law of this State other than this Act.

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

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

17 Section 15. Perfection and priority of assignees security
18 interest in proceeds.

19 (a) In this Section:

20 (1) "Article 9" means Article 9 of the Uniform
21 Commercial Code or, to the extent applicable to any
22 particular issue, Article 9 as adopted by the state whose
23 laws govern that issue under the choice-of-laws rules
24 contained in Article 9 as adopted by this State.

25 (2) "Conflicting interest" means an interest in

1 proceeds, held by a person other than an assignee, that is:

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

3 (B) any other interest if Article 9 resolves the
4 priority conflict between that person and a secured
5 party with a conflicting security interest in the
6 proceeds.

7 (b) An assignee's security interest in identifiable cash
8 proceeds is perfected if its security interest in rents is
9 perfected. An assignee's security interest in identifiable
10 noncash proceeds is perfected only if the assignee perfects
11 that interest in accordance with Article 9.

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

16 (d) An assignee's perfected security interest in
17 identifiable cash proceeds is subordinate to a conflicting
18 interest that is perfected by control under Article 9 but has
19 priority over a conflicting interest that is perfected other
20 than by control.

21 Section 16. Priority subject to subordination. This Act
22 does not preclude subordination by agreement as to rents or
23 proceeds.

24 Section 17. Uniformity of Application and Construction. In

1 applying and construing this uniform act, consideration must be
2 given to the need to promote uniformity of the law with respect
3 to its subject matter among states that enact it.

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

12 Section 19. Application to existing relationships.

13 (a) Except as otherwise provided in this Section, this Act
14 governs the enforcement of an assignment of rents and the
15 perfection and priority of a security interest in rents, even
16 if the document creating the assignment was signed and
17 delivered before the effective date of this Act.

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

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

23 (d) This Act does not affect:

24 (1) the enforceability of an assignee's security

1 interest in rents or proceeds if, immediately before the
2 effective date of this Act, that security interest was
3 enforceable;

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

7 (3) the priority of an assignee's security interest in
8 rents or proceeds with respect to the interest of another
9 person if, immediately before the effective date of this
10 Act, the interest of the other person was enforceable and
11 perfected, and that priority was established.