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This Document Prepared by,
and after Recording Return to:

Brian R. Connors, Esq.
MB Financial Bank, N.A.
6111 North River Road
Rosemont, Illinois 60018



Doc#: 0730533099 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/01/2007 01:49 PM Pg: 1 of 12

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES dated as of September 21, 2007 (this "Assignment") is executed by ABCO LAND HOLDINGS, LLC, a Delaware limited liability company ("Holdings") and ABCO LAND HOLDINGS, LLC, SERIES THREE, a series of ABCO LAND HOLDINGS, LLC, a Delaware limited liability company ("Series Three") (Holdings and Series Three, hereinafter, together, with their respective permitted successors and assigns, collectively the "Assignors" and each individually an "Assignor"), whose address is 700 N. Sacramento Boulevard, Suite 351, Chicago, IL 60612, to and for the benefit of MB FINANCIAL BANK, N.A., a national banking association, its successors and assigns (the "Assignee"), 6111 North River Road, Rosemont, Illinois 60018.

RECITALS:

A. Holdings, A T MECHANICAL, L.L.C., an Illinois limited liability company ("A T Mechanical"), ABCO ELECTRICAL CONSTRUCTION & DESIGN, L.L.C., an Illinois limited liability company ("ABCO Electrical"), ABCO WEST ELECTRICAL CONSTRUCTION & DESIGN, L.L.C., an Arizona limited liability company ("ABCO West"), ABCO SOUTH ELECTRICAL CONSTRUCTION & DESIGN, L.L.C., a North Carolina limited liability company ("ABCO South" and together with A T Mechanical, ABCO Electrical, Holdings, ABCO West and ABCO South, collectively, the "Borrowers"), and the Assignee have entered into that certain Loan and Security Agreement of even date herewith (as amended, modified, supplemented, replaced, substituted or renewed, the "Loan Agreement);

B. Pursuant to the provisions of the Loan Agreement, the Assignee has agreed to make certain loans to the Borrowers (the "Loans"), and in connection therewith the following promissory notes have each been executed in favor of and delivered to the Assignee: (i) that certain Amended and Restated Revolving Note dated as of the date hereof made by A T Mechanical in the original principal amount of \$1,500,000.00, (ii) that certain Amended and Restated Revolving Note dated as of the date hereof made by ABCO Electrical in the original principal amount of \$3,000,000.00, (iii) that certain Revolving Note dated as of the date hereof made by Holdings in the original principal amount of \$750,000.00, (iv) that certain Revolving

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Note dated as of the date hereof made by ABCO West in the original principal amount of \$750,000.00, (v) that certain Revolving Note dated as of the date hereof made by ABCO South in the original principal amount of \$350,000.00, and (vi) that certain Amended and Restated Term Note dated as of the date hereof made by Holdings in the original principal amount of \$976,290.48 (collectively, as the same may be amended, supplemented, renewed, replaced or otherwise modified and in effect from time to time, the "Notes").

B. A condition precedent to Assignee's making of the Loans to the Borrowers is the execution and delivery by Assignors of this Assignment.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENTS:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement and Fixture Financing Statement dated as of even date herewith from Assignors for the benefit of Assignee (as amended, modified, replaced or restated from time to time, "Mortgage") given as security for the Loan.

2. Grant of Security Interest. Each Assignor hereby grants, transfers, sets over and assign to Assignee, all of the right, title and interest of such Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any Lease (as hereinafter defined); (ii) all leases and subleases (each, a "Lease", and collectively, the "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Assignors when due of (i) the indebtedness evidenced by the Notes and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by any Assignor under or with respect to the Loan Documents (as defined in the Loan Agreement); and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

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(b) Observance and performance by Assignors of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of any Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Notes, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. Representations and Warranties of Assignors. Each Assignor represents and warrants to Assignee that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignors enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases;

(c) there is no other existing assignment of any Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has any Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. Covenants of Assignors. Each Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignors shall not lease any portion of the Premises unless Assignors obtain Assignee's prior written consent to all aspects of such lease;

(b) Assignors shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignors shall not do or suffer to be done anything to impair the security thereof. Assignors shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignors shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

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(d) Assignors shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignors shall not modify the terms and provisions of any Lease, nor shall Assignors give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent; provided, however, that Assignors may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Assignors shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignors and Assignee;

(g) Assignors shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignors shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignors shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignors shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignors shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

(l) Assignors shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

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(m) Assignors shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease; and

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, each Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignors and Assignee. Each Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Section 8 below.

5. Rights Prior to Default. Unless or until an Event of Default (as defined in Section 6) shall occur, Assignors shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignors' right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignors. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. Events of Default. An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by any Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the any of the Notes, Mortgage or any of the other Loan Documents.

7. Rights and Remedies Upon Default. At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignors, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignors or any guarantor of any of the Notes from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Notes, together with all accrued and unpaid interest thereon, immediately due and payable;

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(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignors shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignors in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignors with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with applicable Illinois law and, unless otherwise specified therein, in such order as Assignee shall elect in its sole and absolute discretion.

9. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by any Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of any Assignor under or by reason of this Assignment. Assignors shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however,

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in no event shall Assignors be liable for any liability, loss or damage which Assignors incur as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignors with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. No Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. Further Assurances. Assignors shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. Security Deposits. Assignors acknowledge that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. Severability. If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignors shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining

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provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. Successors and Assigns. This Assignment is binding upon each Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. Written Modifications. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignors and Assignee at the time of such amendment, modification or supplement.

16. Duration. This Assignment shall terminate at such time as Assignors shall have indefeasibly paid the principal sum of all the Notes, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. Notices. All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignors and Assignee, as the case may be, as specified in the Mortgage.

19. WAIVER OF TRIAL BY JURY. ASSIGNORS AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

[Remainder of Page Intentionally Left Blank—Signature Page Follows]

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IN WITNESS WHEREOF, each Assignor has executed and delivered this Assignment of Rents and Leases as of the day and year first above written.

ABCO LAND HOLDINGS, LLC, a Delaware limited liability company

By: 
Andrew Ray, Manager

ABCO LAND HOLDINGS, LLC, SERIES THREE, a series of ABCO LAND HOLDINGS, LLC, a Delaware limited liability company

By: 
Andrew Ray, Manager

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STATE OF ILLINOIS)
)
COUNTY OF Kendall) SS.

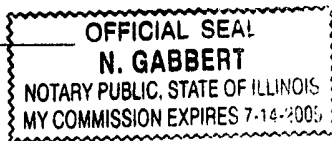
I, Nicol Gabbert a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Ray, who is personally known to me to be the Manager of ABCO LAND HOLDINGS, LLC (the "Assignor"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23 day of Oct, 2007.

N. Gabbert
Notary Public

My Commission Expires:

7.14.09



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STATE OF ILLINOIS)
)
COUNTY OF Kendall) SS.

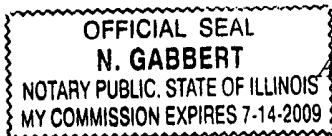
I, Nicole Gabbert a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Andrew Ray, who is personally known to me to be the Manager of ABCO LAND HOLDINGS, LLC, SERIES THREE, a series of ABCO LAND HOLDINGS, LLC (the "Assignor"), and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument pursuant to authority, as his free and voluntary act, and as the free and voluntary act and deed of said Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13 day of Oct, 2007.

N. Gabbert
Notary Public

My Commission Expires:

7.14.19



*Signature and Notary Page
Assignment of Rents and Leases*

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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOTS 2 TO 11 INCLUSIVE (EXCEPT THE SOUTH 4 FEET OF LOTS 5 TO 9 INCLUSIVE) IN THE SUBDIVISION OF BLOCK 1 IN JAMES B. HOBBS SUBDIVISION OF THAT PART OF THE SOUTHWEST QUARTER SOUTH OF LAKE STREET IN SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address of Property:

3843-3847 Lake Street, Chicago, IL

Permanent Tax Identification Number:

16-11-306-001-0000

16-11-306-002-0000

LOTS 12, 13, 14, 15, 16, 17 AND 18 IN BLOCK 2 OF WEBSTER BATCHELLER'S SUBDIVISION OF PART OF THE SOUTHEAST 1/4, LYING NORTH OF THE NORTH LINE OF THE CHICAGO AND GREAT WESTERN RAILROAD CO'S RIGHT OF WAY OF THE EAST 1/2 OF THAT PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF BARRY POINT ROAD, IN COOK COUNTY, ILLINOIS.

ALSO

THE VACATED ALLEY LYING SOUTH AND ADJOINING SAID LOT 13 AND LYING NORTH AND ADJOINING SAID LOTS 14 THROUGH 18.

Common Address of Property:

4254 West Arthington Street, Chicago, IL

Permanent Tax Identification Number:

16-15-408-012-0000

16-15-408-013-0000

16-15-408-014-0000

16-15-408-015-0000

16-15-408-016-0000

16-15-408-017-0000