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Cook County Recorder of Deeds
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ASSIGNMENT OF LEASES AND RENTS

After Recording, Mail to:

Susan Poplar
Attorney at Law
330 E. Main St., #207
Barrington, IL 60010

85159012/3

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THIS ASSIGNMENT OF LEASES AND RENTS is made this 10th day of June, 2011, by Here's Wings Real Estate, LLC, an Illinois limited liability company ("**Assignor**"), in favor of Fine Art Connection, an Illinois corporation ("**Lender**").

Background

Here's Wings, LLC, an Illinois limited liability company and Here's Wings – Hoffman Estates, LLC, an Illinois limited liability company (jointly as "**Borrower**") have executed and delivered to Lender their Amended and Restated Mortgage Note dated as of March 26, 2010 ("**Note**"), payable to the order of Lender in the stated principal sum of ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00). The Note evidences a loan in the amount of up to ONE MILLION ONE HUNDRED THOUSAND DOLLARS (\$1,100,000.00) (the "**Loan**") being made this date by Lender to Borrower pursuant to the terms and provisions of a certain Collateral Swap Agreement of even date herewith ("**Collateral Swap Agreement**") executed by Borrower and Lender. The Assignor has guaranteed the repayment of the Loan, pursuant to that certain Commercial Guaranty Agreement of even date herewith (the "**Guaranty**") which is secured by, inter alia, a Leasehold Mortgage of even date herewith ("**Mortgage**") executed by Assignor in favor of Lender and covering certain real property located at 2540 New Sutton Rd., Hoffman Estates, IL 60192 in Cook County, as more particularly described on Exhibit A attached hereto, and the improvements now or hereafter located thereon (collectively, the "**Property**").

As a condition to making the Loan, Lender is requiring the Assignor to furnish certain additional collateral, including, without limitation, this Assignment of Leases and Rents. The Note, the Guaranty, Collateral Swap Agreement, Mortgage and any other document executed and delivered in connection with the Loan are sometimes collectively referred to herein as the "**Loan Documents**."

NOW, THEREFORE, in consideration of the Loan, and intending to be legally bound thereby, Assignor hereby agrees as follows:

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FOR VALUE RECEIVED, Assignor hereby assigns, transfers and sets over to Lender, all of its right, title and interest in and to that certain Ground Lease dated as of November 14, 2005 between W2001 VHE Realty, L.L.C., a Delaware Limited Liability Company ("Landlord") and Assignor as Tenant (the "Lease" or "Ground Lease" as used herein), and any and all extensions and renewals thereof,

TOGETHER with any and all guarantees of any lessee's performance under its Lease, if any (each, a "Tenant Guarantee"),

TOGETHER with the present and continuing right to collect, receive and retain all of the rents, income, receipts, revenues, issues and profits now or hereafter due, arising or issuing from or out of the Leases or from or out of the Property or any part thereof (collectively, the "Rents"),

SUBJECT, HOWEVER, to the revocable license hereby granted by Lender to Assignor, but limited as hereinafter provided, to collect and receive all of the Rents.

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns, for such period as is indicated in paragraph 10.

FOR THE PURPOSE OF SECURING the payment of the obligations and indebtedness of Assignor to Lender pursuant to the Loan Documents or any of them, including any amendments, extensions and renewals thereof and any supplemental note or notes increasing any indebtedness to Bank as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in the Loan Documents.

1. Assignor represents and warrants that:

(a) Assignor is the Tenant of the Property pursuant to that certain Ground Lease dated as of November 14, 2005 between W2001 VHE Realty, L.L.C., a Delaware Limited Liability Company ("Landlord") and Assignor as Tenant (the "Lease"), and has good title to the Lease and Rents hereby assigned and the power and right to assign them and no other person, firm or corporation has any right, title or interest therein;

(b) There are no other leases or other occupancy agreements which affect all or any portion of the Property in effect as of the date hereof; and

(c) Assignor has not previously sold, assigned, transferred, mortgaged, pledged or otherwise encumbered the Lease or any of the Rents, whether now due or hereafter to become due, or any other right or interest therein.

2. Assignor covenants and agrees as follows:

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(a) To duly and timely observe, perform and discharge all the material obligations, terms, covenants, conditions and warranties of the Loan Documents and the Lease on the part of Assignor to be kept, observed and performed, and (ii) to give immediate written notice to Lender of any failure on the part of Assignor to do so under the Lease and of any notice received from a lessee (together with a copy of any such notice);

(b) To enforce and secure the performance of each and every obligation, term, covenant, condition and agreement in the Lease and in any Tenant Guaranty thereof on the part of the lessee or guarantor to be kept, observed and performed;

(c) To appear in and defend any action or proceeding arising under or in any manner connected with the Lease and any Tenant Guarantee, and upon request by Lender, to do so in the name and on behalf of Lender but at the expense of Assignor, and to pay all reasonable costs and expenses of Lender including reasonable attorneys' fees, incurred with respect to any such action or proceeding; and

(d) To deliver to Lender at its request executed copies of any and the Lease and Tenant Guarantees.

3. Assignor further covenants and agrees, except with Lender's prior written consent in each instance:

(a) Not to receive or collect any rents for a period of more than two (2) months in advance (whether in cash or by promissory note);

(b) Not to further sell, pledge, transfer, mortgage or otherwise encumber or assign the Lease or any Rents or any other right or interest granted therein;

(c) Not to waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any obligation of any lessee or guarantor of and from any obligations, covenants, conditions or agreements by that lessee or guarantor to be kept, observed and performed, including without limitation the obligation of that lessee to pay Rents in the manner and at the place and time specified in its Lease, other than in the ordinary course of business; and

(d) Not to materially amend or modify and not to cancel, terminate or consent to any surrender of the Lease or any Tenant Guarantee other than in accordance with the terms thereof.

4. The falsity in any material respect of any certification, representation or warranty of Assignor in this Assignment of Leases and Rents or the default by Assignor in the observance or performance of any obligation, term, covenant, condition or warranty herein shall, at Lender's option, constitute a default hereunder and under the Loan Documents.

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5. So long as an event of default has not occurred and is not continuing hereunder or under any of the other Loan Documents, Assignor shall have the right under a license granted hereby to collect, but not more than one month in advance, the Rents payable under the Lease. Assignor shall receive and hold such Rents, as well as the rights and license to receive such Rents, as a trust fund to be applied, and Assignor hereby covenants and agrees that such Rents shall be so applied, first to the payment of real estate taxes and other lienable assessments, then to the cost of insurance and maintenance and repairs, then to the satisfaction of Assignor's obligations under the Lease, and then to the payment of interest and principal and other sums becoming due under the Note or the Mortgage, before using any part of the Rents for any other purpose.

6. Upon or at any time after a default hereunder or under any of the other Loan Documents has occurred and continues beyond applicable notice provisions set forth herein or therein, Lender shall have the right and power to exercise and enforce any or all of the following rights and remedies, which shall be cumulative:

(a) To revoke the license granted to Assignor to collect the Rents, and then thereafter, without taking possession, in Lender's own name, to demand, collect, receive, sue for, attach and levy the Rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary, proper and reasonable costs and expenses of operation and collection, as determined by Lender, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Lender, to any indebtedness secured by this Assignment of Leases and Rents or the Loan Documents and in such order as Lender may determine;

(b) To declare all sums evidenced by the Note and due under the Guaranty, which is secured by this Assignment of Leases and Rents and by the Mortgage, immediately due and payable and, at its option, exercise any or all of the rights and remedies provided in any of the Loan Documents, or at law or in equity; and

(c) Without regard to the adequacy of any security, and with or without any action or proceeding through any person or by agent or court-appointed receiver and irrespective of Assignor's possession, then or thereafter to enter upon, take possession of, manage and operate the Property, or any part thereof, make, modify, enforce, cancel or accept surrender of the Ground Lease, remove and evict any lessee, increase or decrease Rents, decorate, clean and repair, and otherwise do any act or incur any reasonable costs or expenses as Lender may deem proper to protect the security of this Assignment of Leases and Rents, as fully and to the same extent as Assignor could do if in possession, and in any such event to apply the rents so collected to such costs and expenses in such order as Lender may determine, including without limitation to the payment of reasonable management, brokerage and attorneys' fees, the reasonable costs of maintenance, repair or replacement of the Property and the indebtedness secured by this Assignment of Leases and Rents or the Mortgage.

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Provided, however, that the acceptance by Lender of this Assignment of Leases and Rents, with all of the rights and powers created by this Assignment of Leases and Rents, shall not, prior to entry upon and taking of possession of the Property by Lender be deemed to constitute Lender as a mortgagee in possession nor thereafter or in any event obligate Lender to appear in or defend any action or proceeding relating to the Lease or the Property, or to take any action under this Assignment of Leases and Rents, or to expend any money or incur any expense or perform or discharge any obligation or liability under the Lease nor shall Lender be liable in any way for injury or damage to person or property sustained by any person, firm or corporation in or about the Property.

And provided further that the collection and application of Rents as aforesaid and/or the taking of possession of the Property or the taking by Lender of any other remedial action shall not cure or waive any default or waive, modify or affect any notice of default under any of the Loan Documents or invalidate any act done pursuant to such notice, and the enforcement of any such right or remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that the collection and application of such Rents as aforesaid may have cured the original default. If Lender thereafter elects to discontinue the exercise of any such right or remedy, that or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

7. Assignor hereby agrees to indemnify, defend and hold Lender harmless from and against any and all liability, loss, damage or expense that it may or might incur by reason of this Assignment of Leases and Rents, or by reason of any action taken by Lender in good faith hereunder, or by reason or in defense of any claims or demands that may be asserted against Lender arising out of the Lease including, without limitation, any claim by a lessee for credit for rental paid to and received by Assignor, but not delivered to Lender, for any period more than one month in advance of the due date thereof. If Lender incurs any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees), together with interest thereon at the Default Rate (as defined in the Note) shall be payable by Assignor to Bank immediately without demand, and shall be evidenced by the Note and secured hereby and by the Mortgage.

8. The failure of Lender to enforce or exercise any of its rights under this Assignment of Leases and Rents at any time or times shall not be construed or deemed to be a waiver of any such right, and nothing contained in this Assignment of Leases and Rents, nor anything done or omitted to be done by Lender pursuant to this Assignment of Leases and Rents, shall be deemed a waiver by Lender of any of its other rights and remedies under this Assignment of Leases and Rents or under any Lease or any of the Loan Documents or at law or in equity. The right of Lender to collect the indebtedness evidenced by the Note and to enforce any security or Collateral (as defined in the other Loan Documents) therefor may be exercised by Lender, either prior to, simultaneously with, or subsequent to any action taken under this Assignment of Leases and Rents.

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9. So long as any of the indebtedness secured hereby and by the Mortgage remains outstanding, unless Bank otherwise consents in writing, the Tenant's leasehold interest in the Property shall not merge, notwithstanding the union of such interests either in Assignor or in any lessee or in any third party.

10. Upon payment in full of all of the indebtedness and all other sums payable under the Note and the Mortgage, this Assignment of Leases and Rents shall become void and of no further effect and the Lease will be deemed reassigned to Assignor, but the affidavit, certificate, letter or statement of any officer of Lender stating that any part of said indebtedness remains unpaid shall constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment of Leases and Rents, and any person, firm or corporation may and is hereby authorized to rely thereon. A demand on any lessee made by Lender for payment of any Rents claimed by Lender shall be sufficient warrant to that lessee to make future payments of Rents to Bank without the necessity for further consent by Assignor.

11. All notices, demands or documents of any kind that Lender may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering or mailing the same by the manner and to the address specified in the Mortgage or Note or to such other person or address of which Assignor may give Lender written notice from time to time. All notices to be sent to Lender hereunder shall be sent by the manner and to the address specified in the Mortgage or Note or to such other person or address of which Lender may give Assignor written notice from time to time.

12. Assignor, upon any request by Lender to do so, shall execute, deliver and file or record in the proper governmental offices any instrument and take any other action that Lender may deem necessary or desirable to create, preserve, perfect or terminate this Assignment of Leases and Rents, or to enable Lender to exercise or enforce any of its rights hereunder, or to otherwise carry out the intent and purpose of this Assignment of Leases and Rents.

13. The terms, covenants, conditions and warranties contained herein shall inure to the benefit of Lender, its successors and assigns, and shall bind Assignor its successors and assigns, and all lessees, subtenants and their respective successors, assigns, and all subsequent holders of any interest in the Property. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment of Leases and Rents shall be used interchangeably in the singular or plural form and the use of any gender shall include all genders. The words "Note" and "Mortgage" shall include any supplements to any amendments of or restatements of the Note and the Mortgage, respectively.

14. This Assignment of Leases and Rents shall be governed by and construed in accordance with the laws of the State of Illinois

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

HERE'S WINGS REAL ESTATE, LLC, an Illinois limited liability company

By: *JAW*
John A. Weiler, President

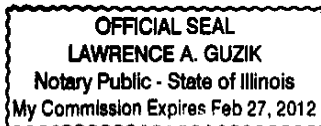
STATE OF ILLINOIS :
 : ss
COUNTY OF COOK :

On this, the 10th day of June, 2011, before me, a Notary Public, personally appeared JOHN A. WEILER, who acknowledged himself to be the President of Here's Wings Real Estate, LLC, an Illinois limited liability company, and that he as President, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lawrence A. Guzik
Notary Public

My Commission Expires: _____



Document Prepared by:

Lawrence A. Guzik
Attorney at Law
22285 Pepper Rd., Suite 308
Lake Barrington, IL 60010

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EXHIBIT A

DEVELOPER PARCEL

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER, ALL IN SECTION 33, TOWNSHIP 42 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SOUTHWEST QUARTER OF SECTION 33; THENCE NORTH 00 DEGREES 16 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 33, FOR A DISTANCE OF 459.64 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 72, AS RECORDED IN DOCUMENT 12059405 AND REFERRED TO IN THE PLAT OF SURVEY AS DOCUMENT 12647596 IN COOK COUNTY, ILLINOIS; THENCE SOUTH 69 DEGREES 21 MINUTES 20 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF STATE ROUTE 72, FOR A DISTANCE OF 52.00 FEET; THENCE CONTINUING SOUTH 69 DEGREES 21 MINUTES 20 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 414.82 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 41 MINUTES 12 SECONDS WEST, 52.29 FEET; THENCE SOUTH 10 DEGREES 24 MINUTES 12 SECONDS WEST, 30.35 FEET; THENCE SOUTH 00 DEGREES 07 MINUTES 12 SECONDS WEST, 85.34 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 48 SECONDS EAST, 84.07 FEET; THENCE SOUTH 34 DEGREES 47 MINUTES 29 SECONDS EAST, 83.92 FEET; THENCE SOUTH 69 DEGREES 12 MINUTES 52 SECONDS EAST, 119.22 FEET TO A NON-TANGENTIAL POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 215.00 FEET, A CHORD BEARING OF SOUTH 82 DEGREES 44 MINUTES 44 SECONDS EAST, AN ARC LENGTH OF 99.22 FEET TO A NON-TANGENTIAL POINT OF CURVATURE; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 200.00 FEET, A CHORD BEARING OF SOUTH 15 DEGREES 58 MINUTES 31 SECONDS EAST, AN ARC LENGTH OF 111.98 FEET TO A NON-TANGENTIAL POINT OF CURVATURE; THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 290.10 FEET, A CHORD BEARING OF SOUTH 19 DEGREES 17 MINUTES 49 SECONDS EAST, AN ARC LENGTH OF 114.35 FEET TO A NON-TANGENTIAL POINT OF CURVATURE; THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 1344.16 FEET, A CHORD BEARING OF SOUTH 02 DEGREES 24 MINUTES 26 SECONDS EAST, AN ARC LENGTH OF 307.02 FEET TO A NON-TANGENTIAL POINT; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST, 26.14 FEET; THENCE NORTH 86 DEGREES 20 MINUTES 00 SECONDS WEST, 59.00 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 18 SECONDS WEST, 304.51 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 12 SECONDS EAST, 187.94 FEET; THENCE NORTH 89 DEGREES 52 MINUTES 48 SECONDS WEST, 57.52 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 12 SECONDS EAST, 36.85 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 58 SECONDS WEST, 214.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 02 SECONDS EAST, 20.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 01 SECONDS WEST, 199.35 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 00 DEGREES 03 MINUTES 49 SECONDS EAST ALONG SAID WEST LINE, 926.94 FEET; THENCE SOUTH 11 DEGREES 07 MINUTES 59 SECONDS EAST, 112.77 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 717.48 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 45 SECONDS WEST, 202.88 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 270.18 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 48 SECONDS WEST, 112.87 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 81.49 FEET TO A NON-TANGENTIAL POINT OF CURVATURE AND A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE 59; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 1,766.00 FEET, A CHORD BEARING OF NORTH 10 DEGREES 57 MINUTES 46 SECONDS EAST, AN ARC LENGTH OF 689.62 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 13 MINUTES 31 SECONDS WEST, 543.79 FEET; THENCE NORTH 69 DEGREES 21 MINUTES 20 SECONDS WEST, 839.06 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.