

Doc#: 1130444029 Fee: \$58.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 10/31/2011 12:21 PM Pg: 1 of 12

Prepared by,
Record and Return to:

After Recording Return to:
Lawyers Title/Commonwealth Title
2400 Maitland Center Parkway, Suite 210
Maitland, FL 32751
Attention: Juanita M. Schuster
File No. 40//00/37

Jonathan E. Stark, Esq.
Reed Smith LLP
136 Main Street, Suite 250
Princeton, New Jersey 08540

ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS (CENTURY)

by and between

BAI CENTURY LLC, as the Assignor

and

BANK OF AMERICA, N.A., as the Assignee

Dated: October 26 2011

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### **UNOFFICIAL COPY**

### ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS

THIS ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS (hereinafter as it may be from time to time amended, modified, renewed, refinanced, extended and/or supplemented referred to as this "Assignment"), is made this 26 day of October, 2011, by and between

BAI CENTURY LLC, a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, having an office address located at c/o Bon Aviv Investments, 342 Grand Avenue, Englewood, New Jersey 07631 (hereinafter referred to as the "Assignor"),

AND

BANK OF AMERICA, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, having an office address located at 750 Walnut Avenue, Cranford, New Jersey 2'016, together with its successors and assigns in its capacity as the administrative agent for the "Lenders", as such term is defined in the Credit Agreement described below (hereinafter referred to as the "Assignee").

### WITNESSETH:

FOR VALUE RECEIVED, in Assignor hereby grants, transfers, assigns, sets over and delivers unto the Assignee all the rights, title and interests of the Assignor in, under or by virtue of any of the following:

- Any and all leases, tenancies and rottel arrangements between the Assignor, as landlord, and any other person or entity, as tenant, existing as of the date hereof or entered into in the future(hereinafter referred to as the "Leases"), with respect to the use, occupancy, management, or ownership of any portion of the real property located in the Circ of Chicago, County of Cook and State of Illinois, all as more fully described on Schedule "A" attached herete and made a part hereof (hereinafter referred to as the "Mortgaged Premises"), including (i) any renewals, extensions, modifications or replacements thereof and all guaranties of the obligations of the Leases under any provisions thereof, (ii) the immediate right to all rents, income, issues and profits arising from the Leases and (iii) any and all payments derived from or relating to the Leases including, without limitation, (a) claims for the recovery of damages done to the Mortgaged Premises, or for the abatement of any nulsance existing thereon, (b) claims for damages resulting from acts of insolvency or acts of bankruptcy or otherwise and (c) lump sum payments for the cancellation or termination of said Leases or the waiver of any obligation or term thereof prior to the expiration date, and the return of any insurance premiums or ad valorem tax cayments made in advance and subsequently refunded; and
- 2. The proceeds of any rental insurance carried by the Assignor with respect to the Mortgaged Premises.

#### FOR THE PURPOSE OF MAKING:

- Payment of the principal and interest indebtedness evidenced by that certain Revolving Credit Loan Note executed by the Assignor and AAG Bonita Springs, LLC, a Florida limited liability company (hereinafter referred to as "Bonita Springs" and hereinafter Assignor and Bonita Springs shall be collectively referred to as the "Co-Borrowers"), on a joint and several basis, as co-makers, to Bank of America, N.A., in its capacity as a Lender, as payee, including any amendments, modifications, refinancings, extensions, renewals and/or supplements thereof (hereinafter said Revolving Credit Loan Note, as it may be from time to time hereafter amended, modified, renewed, refinanced, extended and/or supplemented, shall be referred to as the "Note"), in the maximum principal amount of up to FORTY MILLION AND 00/100 Dollars (\$40,000,000.00). Said Note is secured by, inter alia, a certain valid first lien Mortgage, Security Agreement, Assignment of Leases and Fixture Filing on the Mortgaged Premises (Century) (hereinafter said Mortgage, Security Agreement, Assignment of Leases and Fixture Filing (Century), as it may be from time to time hereafter amended, modified, renewed, refinanced, extended and/or supplemented shall be referred to as the "Mortgage");
- 2. Payments of all other sums with interest thereon at a rate per annum equal to the interest rate provided for in the Note, becoming due and payable to the Assignee or the Lender under the provision hereof or under the provisions of the Note or the Mortgage; and
- 3. Performance of each and every obligation, covenant and agreement of the Assignor in this Assignment, the Note, the Mortgage and all other Loan Documents, including, without limitation, the Credit Agreement (hereinafter said Credit Agreement, as it may be from time to time amended, modified, extended, renewed, refinanced and/or supple nented, shall be referred to as the "Credit Agreement"), dated of even date herewith, executed by and a nong the Co-Borrowers, the Assignee, the Lender and certain other parties.

### TO PROTECT THIS ASSIGNMENT:

- 1. The Assignor represents and warrants to the Assignor as follows as of the date hereof with respect to the Leases now in effect: (i) the Assignor is the sole owner of the entire landlord's interest in the Leases; (ii) the terms of the Leases heretofore submitted to the Assigner are all the terms of the Leases and embody the entire agreements now existing between the Assignor and the Tenants under the Leases; (iii) to Assignor's actual knowledge and except as previously disclosed in writing to Assignee, there are no existing defaults by the Assignor or by any Tenant under the Leases (iv) all conditions precedent to the effectiveness of the Leases have been satisfied; (v) the Assignor has not executed or granted any modification whatsoever to the Leases, either orally or in writing; (vi) the Leases are in full force and effect according to the terms set forth in the Lease instruments heretofore submitted to the Assignee; (vii) the Assignor has not executed any prior assignment of the Leases nor has the Assignor performed any acts or executed any other instrument which might prevent the Assignee from operating under any of the terms and conditions of this Assignment and (viii) no rent for any period subsequent to the date of this Assignment has been collected in advance of the time when the same became due under the term of any of the Leases.
- 2. The Assignor covenants and agrees as follows: (i) to observe and perform all of the obligations imposed upon the Assignor, as the landlord under said Leases; (ii) not to receive or collect any of the rent, income, issues and profits arising or accruing from the Mortgaged Premises more than thirty (30) days in advance of the time when the same become due under the terms of said Leases; (iii) not to discount any future accruing rents; (iv) not to execute any other assignment of lease or assignment of rents of said Mortgaged Premises unless the same shall recite that it is subject to the terms of this Assignment; (v) not to alter, modify or change the terms of the Major Leases or surrender, cancel or

terminate the Leases, unless the Assignor shall have (a) provided notice to the Assignee and a correct and complete copy of any such amendments, alterations or modifications to the Assignee, and (b) received the Assignee's prior express written consent to such alteration, modification, change, surrender, cancellation or termination, such consent not to be unreasonably withheld or delayed; (vi) not to subordinate the Leases or any rights of the Assignor under the Leases to any mortgage or other encumbrance or permit, consent or agree to such subordination without the Assignee's prior express written consent; (vii) not to consent to any assignment of or subletting under the Major Leases requiring the Assignor's consent under the Major Lease, without the prior express written consent of the Assignee; and (viii) not to enter into any Major Lease subsequent to the date hereof, without the form and substance of said Major Lease having been approved by the Assignee in writing first, and, in any event, to provide a correct and complete copy of any Lease to the Assignee

3. Notwithstanding the automatic applicability of this Assignment to all future Leases, the Assignor coven int; and agrees to assign and transfer to the Assignee any and all further Leases upon all or any part of the Mortgaged Premises and to execute and deliver, at the written request of the Assignee, all such further assurances and assignments in the Mortgaged Premises, as the Assignee may from time to time reasonably require.

### IT IS MUTUALLY AGREED HAT:

- Agreement), there is reserved to the Assignor a license to collect as they become due, but not prior to accrual, all rents, income, issues and profits from the Mortgaged Premises and the proceeds of rent insurance and to retain, use and enjoy the same and to apply such rents, issues, income and profits, as more specifically provided for and required under the Credit Agreement to the payment of (i) the cost of all such alterations, renovations, repairs, replacements and maintenance and expenses incident to taking and retaining possession of the Mortgaged Premises and the management and operation thereof, and keeping the same insured, (ii) all taxes, charges, claims, assessments, ground rents, water rents, sewer rents and any other liens on the Mortgaged Premises, and premiums for said insurance, with interest on all such items and (iii) the repayment of the indebtedness herein described then due and payable, together with all costs and reasonable attorneys' fees (hereinafter collectively referred to as the "Required Expenses"), before using any part of the same for any other purpose. Upon the occurrence and during the continuance of an Event of Default, such license granted to the Assignor small be immediately revoked without further demand or notice from the Assignee, and the Assignee is hereby empowered to enter upon and take possession of the Mortgaged Premises as provided in Paragraph 2 below.
- 2. Upon or at any time after the occurrence and during the continuation of an Event of Default, the Assignee, without in any way waiving such Event of Default, may at its option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Mortgaged Premises and have, hold, manage, lease and operate the same on such terms and for such periods of time as the Assignee may deem proper; and may demand, sue for or otherwise collect and receive from the Tenants now or hereafter in possession of the Mortgaged Premises, or any part thereof, all rents, income, issues and profits which have been uncollected by the Assignor, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to the Assignee in the exercise of prudent business judgment as a commercial landlord and to apply such rents, issues, income and profits to the payment of the Required Expenses in such order or priority as to any of such items, as the Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding. In addition, the Assignee may endorse the name of the Assignor or any subsequent owner of the Mortgaged Premises on any checks, notes or other instruments for the payment of money, to deposit the same in bank accounts, to give any and all acquittances or any other instrument in relation thereto in the name of the

Assignor, and to institute, prosecute, settle or compromise any summary or legal proceedings in the name of the Assignor for the recovery of such rents, income, issues or profits, or for the recovery of any damages done to the Mortgaged Premises, or for the abatement of any nuisance thereon, and to defend any legal proceedings brought against the Assignor arising out of the operation of the Mortgaged Premises. The Assignor shall reimburse the Assignee for any charges, expenses or fees, including reasonable attorneys' fees and costs, incurred by the Assignee.

By accepting this Assignment, the Assignee agrees that if, upon the occurrence and continuation of an Event of Default, it shall exercise its option herein and if such Event of Default shall be remedied and a waiver of such Event of Default shall be obtained from the Assignee, and all necessary charges and expenses incurred by reason thereof paid, then the parties hereto shall each be restored to and reinstated in their respective rights and estates as if an Event of Default had not occurred. The Assignor shall thereupon hold said Mortgaged Premises subject to this Assignment as if the Assignee had not exercised any option hereunder, but nothing hereinbefore contained shall impair any right of the Assignee hereunder upon any subsequent breach.

- The Assignce shall not be obligated to perform or discharge, nor does it undertake to 3. perform or discharge, any chiigation, duty or liability under any of the Leases, or under or by reason of this Assignment. If requested by the Assignee, the Assignor shall, and does hereby agree to enforce the Leases and all remedies available to the Assignor against the Tenants, in case of default under any of the Leases by any of the Tenants. The Assignor shall and does hereby agree to indemnify the Assignee for and to hold the Assignee harmless of an I from any and all liability, loss or damage, except for any liability, loss or damage caused by or resulting from the Assignee's own gross negligence or willful misconduct, which the Assignee may or might incur under any of the Leases or under or by reason of this Assignment and of and from any and all claims at d demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases, and further, the Assignor hereby agrees to defend, at its own cost and expense, any action or actions brough, against itself or the Assignee relative to the Leases or this Assignment. The Assignor's failure to properly defend any such action or actions, or to properly pursue all rights and remedies relative to any such distract in the reasonable opinion of the Assignee, shall entitle the Assignee to defend such action or pursue such remedies in the Assignor's place and stead. Should the Assignee incur any such liability, loss or damage under any of the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including reasonable costs, expenses and attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand, and, upon the failure of the Assignor so to do, the Assignee may declare all sums secured by the Mortgage immediately due and pavable.
- The Assignor hereby irrevocably appoints the Assignee as its agent whereby the Assignee may, at its election and exercising prudent judgment as a commercial landlord, upon the occurrence of an Event of Default (i) perform any of the Assignor's obligations to the Tenants under the Leases, (ii) exercise any of the Assignor's rights, powers or privileges under the Leases, (iii) modify the Leases and (iv) execute new Leases for any or all property covered by the Leases. All obligations created by the exercise of such agency shall be those of the Assignor and not those of the Assignee except as otherwise provided herein. The Assignor hereby irrevocably appoints the Assignee as the true and lawful attorney-in-fact (coupled with an interest) of the Assignor in its name and stead and on its behalf, for the purpose of executing and delivering any such Leases on behalf of the Assignor and delivering to the Tenant to whom such Lease pertains, written notice of this assignment next. Notwithstanding the above granted power, the Assignee may perform any of the Assignor's obligations as the Assignor's agent, and the Assignee may, at its election, subsequent to any default (beyond any applicable cure periods provided for in the Leases) by the Assignor under the Leases and by the giving of written notice to the Assignor, assume any of the obligations of the Assignor or its assigns to the Tenants under the Leases.

- 5. This Assignment shall not operate (i) to place responsibility upon the Assignee or any Lender for the control, care, management or repair of the Mortgaged Premises nor for the carrying out of any of the terms and conditions of said Leases, unless such responsibility is specifically assumed by the Assignee in writing or by its express actions and/or (ii) to make the Assignee or any Lender responsible or liable for (a) any waste committed on the Mortgaged Premises by any Tenant or any other party, (b) any dangerous or defective condition of the Mortgaged Premises and/or (c) any negligence in the management, upkeep, repair or control of the Mortgaged Premises, resulting in loss or injury or death to any Tenant, licensee, employee or stranger.
- 6. The Assignee assumes no liability for any security deposited by any Tenant with the Assignor, as the landlord under the terms of any Leases hereinafter executed, unless and until such deposits are assigned and delivered to the Assignee.
- 7. (1) The Assignor shall, without charge and within ten (10) days after any request by the Assignee, execute, acknowledge and deliver to the Assignee its certification, with respect to any or all of the Leases as to the following:
- (a) The dates of the Leases, the dates when the terms thereof commenced, and the dates when any rents, therees and other sums payable by the Tenants thereunder commenced to be payable thereunder;
- (b) That the leases are unmodified and in full force and effect; or, if there have been any modifications, that the Leases are in full force and effect as modified and stating the modifications and the dates thereof;
- (c) Whether or not to the test of the Assignor's knowledge, after due inquiry and investigation, there are any then existing varia enforceable setoffs or defenses against the enforcement of any of the terms and/or conditions of the Leases (or of amendments or modifications of the Leases, if any) upon the part of the Tenants thereunder to be performed or complied with; and, if so, specifying the same;
- (d) The dates, if any, to which any rents, charges, and other sums on the part of the Tenants to be paid under the Leases have been paid in advance;
  - (e) The dates of expiration of the terms of the Leasis; and
- (f) The rate or rates of rent (including a breakdown there into annual rent, percentage rents and any other additional rents and charges provided for in the Leases).
- (ii) Similarly, upon request as stated in subparagraph 7(i) above, the Assignor shall also procure and deliver to the Assignee, within the aforesaid time period, certifications of all the foregoing by the Tenants under the Leases.
- 8. The Assignor irrevocably consents that the Tenants under the Leases, upon demand and notice from the Assignee of the occurrence and during the continuation of an Event of Default, shall pay the aforesaid rents, income, issues and profits under the Leases directly to the Assignee without liability of the Tenants for the determination of the actual existence of any Event of Default claimed by the Assignee. The Assignor hereby irrevocably authorizes and directs the Tenants, upon receipt of any notice from the Assignee stating that such a continuing, uncured Event of Default exists, to pay to the Assignee the rents, income, issues and profits due and to become due under the Leases, and the Assignor hereby irrevocably constitutes and appoints the Assignee with full power of substitution, as its true and lawful

attorney-in-fact with full irrevocable power and authority (coupled with an interest) in the place and stead of the Assignor and in the name of the Assignor or in the Assignee's own name, for the purpose of executing and delivering such notices to the Tenants and such other documents which may be necessary to effect the foregoing. Upon the curing of all such defaults, the Assignee shall give written notice thereof to the Tenants, and thereafter, until further notice from the Assignee, the Tenants shall pay such rents, income and profits to the Assignor.

- Notwithstanding the license granted by the Assignee in Paragraph 1 hereof, the Assignee, and not the Assignor, shall be deemed to be the creditor of each Tenant in respect of any assignment for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting such Tenant, with an option to the Assignee to have any money received by the Assignee as such creditor (i) applied to reduce the principal or interest due on the Note or applied to reduce any other indebtedness secured by or to be paid pursuant to the Note, the Mortgage or the other Loan Documents or (ii) paid over to the Assignor; provided, however, that the Assignee shall be obligated to file or make time y filings of claims in such proceedings and to otherwise pursue creditor's rights therein.
- 10. Upon the regiment in full of all of the indebtedness evidenced by the Note and the Credit Agreement, as confirmed by the Assignee by the Assignee's recording of a release or satisfaction of the Mortgage and a termination and cancellation of the Note, this Assignment shall become void and of no further force and effect.
- 11. A demand on a Tenant by the Assignee for the payment of the rent, upon the occurrence and during the continuation of an Event of Default claimed by the Assignee, shall be sufficient warrant to said Tenant to make further payments of rent to the Assignee without the necessity for further consent by the Assignor and proof of the Event of Default.
- 12. The Assignee may take or release any security; may release any party primarily or secondarily liable for any indebtedness secured hereby; may grant extensions, renewals, modifications, or indulgences with respect to the Note, the Credit Agreement or the Mortgage without prejudice to any of its rights hereunder. Assignor expressly agrees that for purposes of this Assignment and each and every other Loan Document: (i) this Assignment and each and every other Loan Document shall be a "credit agreement" under the Illinois Credit Agreements Act, 815 ILCS 160/1, et. s.q. (hereinafter referred to as the "Credit Agreements Act"); (ii) the Credit Agreements Act applies to this transaction including, but not limited to, the execution of this Assignment and each and every other Loan Document; and (iii) any action on or in any way related to this Assignment and each and every other Loan Document shall be governed by the Credit Agreements Act.
- 13. All words and terms defined in the Credit Agreement, the Note and the Margage shall have the respective meanings and be construed in this Assignment, as provided for in the Credit Agreement, the Note and the Mortgage unless a different meaning clearly appears from the context, and all the provisions of the Credit Agreement, the Note and the Mortgage shall be applied to this Assignment in the same manner as applied therein. The term "Leases" as used herein shall mean the Leases hereby assigned or any extension or renewal thereof, and any Leases subsequently executed by the Assignor covering the Mortgaged Premises or any part thereof. In this Assignment, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural, and conversely. The term "Tenant" or "Tenants" as used herein shall mean all present and future lessees, users or occupants of the Mortgaged Premises or any part thereof.
- 14. Nothing herein contained and no act done or omitted by the Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by the Assignee of its rights and

remedies under the Credit Agreement, the Note and the Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms thereof. The right of the Assignee to collect said indebtedness and to enforce any security therefor held by it may be subsequent to any action taken by it hereunder.

- This Assignment is binding upon and inures to the benefit of the Assignee and the Assignor, including their respective heirs, executors, administrators, successors and assigns. The words "Assignor", "Assignee" and "Tenants" wherever used herein shall include the person named herein and designated as such and their respective successors and assigns.
- This Assignment and all matters relating hereto shall be governed by and construed and interpreted ir, accordance with the laws of the State of Illinois.
- Utless otherwise indicated differently, all notices, payments, requests, reports, 17. information or der ands which any party hereto may desire or may be required to give to any other party hereunder, shall be in writing and shall be personally delivered or sent by confirmed telecopy transmission, or nationally recognized overnight courier service or first-class certified or registered United States mail, postage prepaid, return receipt requested, and sent to the party at its address appearing below or such other address ar any party shall hereafter inform the other party hereto by written notice given as aforesaid:

If to Assignor:

BAI Century LLC

c/o Bon Avly Investments

342 Grand Avenue

Englewood, New Jersey 07631 Attn: Amit Bamoon, C.E.O. Telecopy: 201-293-0295

With a copy to:

Greenberg Traurig LLP

401 East Las Olas Boulevaru

**Suite 2000** 

C/OPTS OFFICE Fort Lauderdale, Florida 33301 Attn: Jonathan S. Gelman, Esq. Telecopy: 954-765-1477

If to Assignee:

Bank of America, N.A. 1 Bryant Park, 35th Floor Mail Code: NY-1-100-35-03 New York, New York 10036 Attention: Marilyn Davis Telecopy: 646-855-2209

And

Bank of America, N.A. 750 Walnut Avenue

Cranford, New Jersey 07106

Attn.: Colleen Foy, Senior Vice President

Telecopy: 908-709-6435

With a copy to:

Reed Smith LLP

Princeton Forrestal Village 136 Main Street, Suite 250

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Princeton, New Jersey 08540 Attn: Jonathan E. Stark, Esq. Telecopy: (609) 951-0824

All notices, payments, requests, reports, information or demands so given shall be deemed effective upon receipt if personally delivered or by confirmed telecopy transmission, if mailed, upon receipt or the expiration of the third (3rd) day following the date of mailing, whichever occurs first, except that any notice of change in address shall be effective only upon receipt by the party to whom said notice is addressed. A failure to send the requisite copies does not invalidate an otherwise properly sent notice to the Assignor and/or the Assignee.

- 18. This Assignment may be executed by one or more parties to this Assignment in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
- The Assignor agrees that, in the event that the Assignor or any of the Persons or parties directly constituting the Assignor shall (i) file with any bankruptcy court of competent jurisdiction or be the subject of any petition under Title 11 of the Bankruptcy Code, (ii) be the subject of any order for relief issued under the Bankruptcy Code (iii) file or be the subject of any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy or insolvency, (iv) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator, or liquidator or (v) be the subject of any order, judgment, or decree entered by any court of competent jurisdiction approving a petition filed against such party and not vacated withir sixty (60) days for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency, or relief for debtors, the Assignee shall thereupon be entitled and the Assignor irrevocably consents to immediate and unconditional relief from any automatic stay imposed by Section 362 of the Bankruptcy Code, or otherwise, on or against the exercise of the rights and remedies otherwise available to the Assignee as provided for herein, in the Credit Agreement, the Note or in the other Loan Documents delivered in connection becauth and as otherwise provided by law, and the Assignor irrevocably waives any right to object to such relief and will not contest any motion by the Assignee seeking relief from the automatic stay and the Assigner will cooperate with the Assignee, in any manner reasonably requested by the Assignee, in its efforts to obtain relief from any such stay or other prohibition.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed, witnessed and delivered by its duly authorized Manager, all as of the day and. year first above written.

**ASSIGNOR:** 

WITNESSES:	BAI CENTURY LLC, a Delaware limited liability company
2	By: Arnt B
Print Name Davie Lockwood	Name: Amit Barnoon Title: Manager
Print Name: Kirgin Case	
STATE OF NEW JERSEY ) ) SS.	
COUNTY OF BERGEN )	ath
	, acknowledged and delivered before me this the Manager of BAI Century LLC, a Delaware
	ersonally known to me or has produced
	Notary Public, State and County NJ BERGEN
	Aforesaid Print Name: TRUDY 1; GRINATED
	My commission expires:
	4,
	(NOTARIAL SEAL)
	$O_{x_{-}}$

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### **UNOFFICIAL COPY**

### SCHEDULE "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN
ABSOLUTE ASSIGNMENT OF LEASES, RENTS, INCOME AND PROFITS
BY AND BETWEEN BAI CENTURY LLC,
AS THE ASSIGNOR, AND BANK OF AMERICA, N.A., AS
THE ASSIGNEE, DATED OCTOBER 21, 2011

### **Description of Mortgaged Premises**

ALL THAT CERTAIN plot, tract or parcel of land and premises, lying and being in the City of Chicago, County of Cook and State of Illinois, as follows:

#### Parcel 1:

Lots 1 and 2 (except that part of the South .71 feet, as measured at right angles to the South line, lying East of the West 163.0, as measured along the South line of said Lot 2) in Bromley's Subdivision of the East part of the South Hal' of Lot 10 in Bickerdike's and Steele's Subdivision in the West Half of the Northwest Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

#### Parcel 2:

Lots 1, 2, 3, 4, 5, 6 and 7 in the Subdivision of the North Half of Lot 10 in Bickerdike's and Steele's Subdivision in the West Half of the Northwest Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Hiro's.

#### Parcel 3:

The East 207 feet of the South Half of Lot 11 in Bickerdike's and Steele 's Subdivision in the West Half of the Northwest Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

### Parcel 4:

Lots 18 and 19 in Raworth and Other's Subdivision of part of Lots 11, 12, 15 and 16 in Bickerdike's and Steele's Subdivision in the West Half of the Northwest Quarter of Section 28, Township, 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Street Address of Property: 2828 North Clark Street, Chicago, Illinois 60657.

P.1.N.: 14-28-119-024 14-28-119-008 14-28-119-035 14-28-119-036 14-28-119-037 14-28-119-039 14-28-119-040 14-28-119-041

14-28-119-042 14-28-119-030 14-28-119-031 14-28-119-033 14-28-119-034 14-28-119-044 14-28-119-045 14-28-119-046