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THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Hinshaw & Culbertson LLP
222 North LaSalle Street, Suite 300
Chicago, Illinois 60601-1081
Attn: John A. Goldstein, Esq.



Doc#: 1204004204 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/09/2012 01:56 PM Pg: 1 of 15

PROPERTY IDENTIFICATION NUMBER(S):

17-28-124-030-0000; 17-28-111-041-0000;
17-28-111-042-0000; 17-28-111-043-0000;
and 17-28-111-044-0000

COMMON ADDRESS:

2477 South Archer Avenue, Chicago, Cook
County, Illinois and 2484 South Archer
Avenue, Chicago, Cook County, Illinois

201202084/8860334 AH
JG3

[Above space reserved for recording information.]

H&C: 2/3/12



ASSIGNMENT OF LEASES AND RENTS
(Facility A)

THIS ASSIGNMENT OF LEASES AND RENTS (this "*Assignment*") dated as of the 2nd day of February, 2012, is made by RMK ENTERPRISES OF ILLINOIS, INC., an Illinois corporation (hereinafter referred to as "*Assignor*"), to and for the benefit of FIFTH THIRD BANK, its successors and assigns (hereinafter referred to as "*Assignee*").

RECITALS:

A. Assignor owns one hundred percent (100%) of the fee simple title in and to the that certain real estate situated in the County of Cook, State of Illinois, described in Exhibit A attached hereto and made a part hereof (said real estate, together with all improvements now or hereafter erected thereon, being hereinafter collectively referred to as the "*Premises*").

B. Pursuant to the terms and provisions contained in that certain Term Loan and Security Agreement of even date herewith by and among Assignee, as lender, and Assignor, AMK OF ILLINOIS, LTD., an Illinois corporation ("*AMK*"), AH SUBWAY CORP., an Illinois corporation ("*AH*"), and ROGER KEATON, an individual ("*R. Keaton*"; Assignor, AMK, AH, and R. Keaton being hereinafter sometimes referred to individually and collectively as "*Borrower*"), as borrower (said Term Loan and Security Agreement, as the same may be amended, modified or restated from

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time to time, the "**Loan Agreement**"), Assignee has agreed (upon the terms and conditions contained therein) to extend certain credit facilities to Borrower in the principal amount of THREE MILLION EIGHTY-FIVE THOUSAND NINE HUNDRED NINETY-SEVEN AND 70/100THS DOLLARS (\$3,085,997.70) (the "**Loan**").

B. To evidence the Loan, Borrower has executed and delivered to Assignee that certain Promissory Note of even date herewith in the original principal amount of THREE MILLION EIGHTY-FIVE THOUSAND NINE HUNDRED NINETY-SEVEN AND 70/100THS DOLLARS (\$3,085,997.70) made by Borrower and payable to Assignee (said Promissory Note, and any and all extensions and renewals thereof, amendments thereto and substitutions or replacements therefor, the "**Note**").

C. AMK AH, Assignor, and each of 2800 LAWRENCE CORP., an Illinois corporation ("**2800 LC**"), 3150 S. CECERO CORP., an Illinois corporation ("**3150 SCC**"), GAK OF ILLINOIS, Ltd., an Illinois corporation ("**GAK**"), 3600 S. KEDZIE CORP., an Illinois corporation ("**3600 SKC**"), RMK DISTRIBUTIONS INC., an Illinois corporation ("**RMK Distributions**"), and 5114 S. PULASKI CORP., an Illinois corporation ("**5114 SPC**"; 2800 LC, 3150 SCC, GAK, 3600 SKC, RMK Distributions and 5114 SPC being hereinafter sometimes referred to individually as a "**Related Party** and collectively as the "**Related Parties**"), act as an integrated group of companies, whose operations are interdependent with and benefit each other. R. Keaton is also the sole shareholders of each of the foregoing entities. Each of the Related Parties has also requested certain separate financial accommodations from Assignee.

D. As a condition precedent to, and in consideration for, Assignee's extension of the Loan to Borrower and, among other things, Assignee's extension of certain financial accommodations to the Related Parties, Assignee has required the execution and delivery of this Assignment by Assignor.

E. In order to induce the Assignee to make the Loan, and all other monies to be advanced under the Note and the Loan Agreement, Assignor has agreed to execute and deliver this Mortgage.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees for the benefit of Assignee as follows:

AGREEMENTS:

1. Definitions. All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Assignment of Rents and Security Agreement dated as of even date herewith, as executed by Assignor to and for the benefit of Assignee, encumbering the Premises (said Mortgage, Assignment of Rents and Security Agreement, as the same may be amended from time to time, is hereinafter referred to as the "**Mortgage**").

2. Grant of Security Interest. Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to: (a) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the

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Premises, including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (b) 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; (c) 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 (d) 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. the payment by Borrower or Assignor (as applicable) when due of: (i) the indebtedness evidenced by the Note 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 Borrower under or with respect to the Loan Agreement or any of the other Loan Documents; 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;

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

c. the prompt payment (when and as due and payable) and performance (as applicable) of: (i) any and all amounts owed by, or on behalf of R. Keaton and/or a Related Party pursuant to those certain promissory notes identified on Schedule 1 attached hereto and made a part hereof (said promissory notes, as the same may be amended, modified or restated from time to time, being hereinafter individually and collectively referred to as the "*Related Notes*"); (ii) any and all amounts owed by, or on behalf of R. Keaton and/or a Related Party pursuant to those certain agreements (other than the Related Notes) identified on Schedule 1 attached hereto and made a part hereof, together with any other instrument or document now or hereafter executed in connection therewith or with the Related Notes (said agreements, as the same may be amended, modified or restated from time to time, together with the Related Notes being hereinafter sometimes individually and collectively referred to as the "*Related Agreements*"); (iii) any and all covenants and agreements contained in the Related Agreements.

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

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

b. Assignor is the lessor under all Leases;

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c. except for the Mortgage, there is no other existing assignment of 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 Assignor entered into any agreement to subordinate any of the Leases or 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 Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

a. Assignor shall not lease any portion of the Premises unless: (i) Assignor obtains Assignee's consent to all aspects of such lease, which consent shall not be unreasonably withheld or delayed by Bank provided such lease (or the material terms thereof) are commercially reasonable; or (ii) Assignee shall have failed to affirmatively object to such lease (or any portion thereof) within ten (10) days from receipt of a copy of such lease (or the material terms thereof);

b. Assignor 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 Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor 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 herein; or (v) enter into any oral leases with respect to all or any portion of the Premises;

c. Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than one (1) month in advance of the time when the same shall become due, except for security or similar deposits;

d. Assignor 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. Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor 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;

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f. Assignor 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 Assignor and Assignee;

g. Assignor 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. Assignor shall not waive or excuse the obligation to pay rent under any Lease, however Assignor may, without Assignee's consent, settle with tenants in default of their lease for less than the total amount owed, after making a commercially reasonable determination of the costs of collection and likelihood of repayment;

i. Assignor 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. Assignor 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. Assignor 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. Assignor 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;

m. Assignor 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, 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

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Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. 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, Assignor shall have the right to collect, at the time (but in no event more than one (1) month 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, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. 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 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 default (or Event of Default) pursuant to the terms of the Note, the Mortgage, the Loan Agreement 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 Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note 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 Note, together with all accrued and unpaid interest thereon, immediately due and payable,

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

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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 Assignor 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 Assignor 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 Assignor with interest thereon until paid at the Default Rate (as defined in the Loan Agreement) 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 the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15-1101 et seq., Illinois Compiled Statutes) and, unless otherwise specified in such act (or in the Loan Agreement), 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 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 Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel reasonably 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 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, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs 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 Assignor 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

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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.** Assignor 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.** Assignor acknowledges 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. **Headings and Construction.** The section and other headings contained in this Assignment are for convenience and shall not be deemed to limit, characterize or interpret any provision of this Assignment. Any word or defined term in this Assignment shall be read as singular, plural, masculine, feminine or neuter as may be appropriate under the circumstances then existing.

14. **Successors and Assigns.** Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Assignment contained by or on behalf of Assignor, or by or on behalf of Assignee, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

15. **Severability.** Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law. Any term or provision of this Assignment that is invalid or unenforceable in any situation shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation. In the event that any clause, term, or condition of this Assignment shall be held invalid or contrary to law: (a) this Assignment shall remain in full force and effect as to all other clauses, terms, and conditions; (b) the subject clause, term, or condition shall be revised to the minimum extent necessary to render the modified provision valid, legal and enforceable; and (c) the remaining provisions of this Assignment shall be amended to the

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minimum extent necessary so as to render the Assignment as a whole most nearly consistent with the parties' intentions in light of the modification or removal of the invalid or illegal provision.

16. Changes, Etc. This instrument and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought.

17. Duration. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, 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.

18. Governing Law. This Assignment shall be governed by and construed under the laws of the State in which the Premises is located

19. 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 Assignor and Assignee, as the case may be, as specified in the Mortgage.

20. Counterparts. This Agreement may be executed in counterparts. Each such executed counterpart shall be deemed an original hereof and all such executed counterparts shall together constitute one and the same instrument. Copies of signatures transmitted by facsimile, email, or any other electronic method, shall be considered authentic and binding.

21. Incorporation of Recitals; Reliance. Assignor hereby acknowledges that the foregoing recitals to this Assignment are true and correct, each are to be incorporated herein as an integral part hereof, and each shall be considered as substantive and not precatory language. Assignor also hereby recognizes and acknowledges that: (a) in entering into the Loan Agreement and accepting this Assignment, Assignee is expressly relying on the truth and accuracy of the recitals, warranties and representations set forth in this Assignment without any obligation to investigate the Premises and notwithstanding any investigation of the Premises by Assignee; (b) such reliance exists on the part of Assignee prior hereto; (c) such recitals, warranties and representations are a material inducement to Assignee in making the Loan and accepting this Assignment; and (d) that Assignee would not be willing to make the Loan to Borrower and accept this Assignment in the absence of any of such recitals, warranties and representations.

22. Assignor's Waivers; Jurisdiction; Venue. Assignor, having been represented by counsel, knowing, voluntarily and irrevocably:

a. AGREES THAT, SUBJECT TO BANK'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. ASSIGNOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID CITY AND STATE. ASSIGNOR HEREBY WAIVES ANY RIGHT IT MAY

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HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IN BY BANK;

b. WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING: (1) TO ENFORCE OR DEFEND ANY RIGHTS UNDER OR IN CONNECTION WITH THIS ASSIGNMENT, ANY OTHER AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION HEREWITH, OR ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT; OR (2) ARISING FROM ANY DISPUTE OR CONTROVERSY IN CONNECTION WITH, OR RELATED TO, THIS ASSIGNMENT OR ANY OTHER AGREEMENT DELIVERED, OR WHICH MAY IN THE FUTURE BE DELIVERED, IN CONNECTION HEREWITH; AND FURTHER AGREES THAT ANY SUCH ACTION OR PROCEEDING RELATED TO WITHER OF THE FOREGOING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR HEREBY AGREES THAT SERVICE UPON IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO ITS ADDRESS SET FORTH IN THE MORTGAGE SHALL CONSTITUTE SUFFICIENT NOTICE AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER MAILING; AND

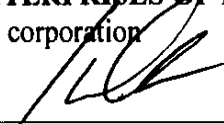
c. IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY BANK ON THIS ASSIGNMENT, ANY AND EVERY RIGHT ASSIGNOR MAY HAVE TO: (1) INJUNCTIVE RELIEF; (2) INTERPOSE ANY COUNTERCLAIM THEREIN; AND (3) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING.

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IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR: RMK ENTERPRISES OF ILLINOIS, INC.,
an Illinois corporation

By: 

Print Name: Roger Keaton

Its: President

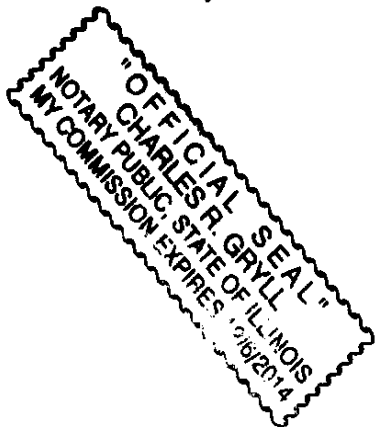
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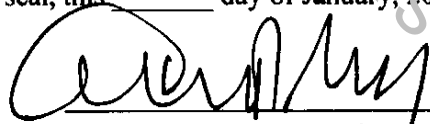
ACKNOWLEDGMENT

STATE OF ILLINOIS
COUNTY OF Cook

I, Charles R. Gryll, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Roger M. Keaton, being the pres of RMK ENTERPRISES OF ILLINOIS, INC., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me and acknowledged that he signed and delivered said instrument as his free and voluntary act, and the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 2 day of February, 2012.




Notary Signature

Print Name: _____

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SCHEDULE 1

RELATED AGREEMENTS

- I. Facility B Documents: (a) that certain Term Loan and Security Agreement of even date herewith, by and between the Bank, 2800 LC and R. Keaton; (b) that certain Promissory Note of even date herewith in the original principal amount of Two Million Two Hundred Fifty-Four Thousand Nine Hundred Seventy-Nine and 13/100ths Dollars (\$2,254,979.13), as executed by 2800 LC and R. Keaton and payable to Bank, and any note issued in extension or renewal thereof; (c) that certain Mortgage, Assignment of Rents and Security Agreement of even date herewith, executed by 2800 LC, in favor of Bank and encumbering the real property commonly known as 2800 West Lawrence Avenue, Chicago, Cook County, Illinois (the "**Facility B Property**"); and (d) that certain Assignment of Leases and Rents of even date herewith, executed by 2800 LC and encumbering the Facility B Property; as each of the foregoing may be amended modified or restated from time to time.
- II. Facility C Documents: (a) that certain Term Loan and Security Agreement of even date herewith, by and between the Bank, 3150 SCC and R. Keaton; (b) that certain Promissory Note of even date herewith in the original principal amount of One Million Nine Hundred Forty Thousand One Hundred Forty-Two and 91/100ths Dollars (\$1,940,142.91), as executed by 3150 SCC and R. Keaton and payable to Bank, and any note issued in extension or renewal thereof; (c) that certain Mortgage, Assignment of Rents and Security Agreement of even date herewith, executed by 3150 SCC, in favor of Bank and encumbering the real property commonly known as 3150 South Cicero Avenue, Chicago, Cook County, Illinois (the "**Facility C Property**"); and (d) that certain Assignment of Leases and Rents of even date herewith, executed by 3150 SCC and encumbering the Facility C Property; as each of the foregoing may be amended modified or restated from time to time.
- III. Facility D Documents: (a) that certain Term Loan and Security Agreement of even date herewith, by and between the Bank, GAK, 5114 SPC and R. Keaton; (b) that certain Promissory Note of even date herewith in the original principal amount of One Million Three Hundred Sixty-Seven Thousand Twenty-Five and 88/100ths Dollars (\$1,367,025.88), as executed by GAK, 5114 SPC and R. Keaton and payable to Bank, and any note issued in extension or renewal thereof; (c) that certain Mortgage, Assignment of Rents and Security Agreement of even date herewith, executed by 5114 SPC, in favor of Bank and encumbering the real property commonly known as 5114 South Pulaski Road, Chicago, Cook County, Illinois (the "**Facility D Property**"); and (d) that certain Assignment of Leases and Rents of even date herewith, executed by 5114 SPC and encumbering the Facility D Property; as each of the foregoing may be amended modified or restated from time to time.
- IV. Facility E Documents: (a) that certain Term Loan and Security Agreement to be entered into by and between the Bank, 3600 SKC and R. Keaton; (b) that certain Promissory Note in the original principal amount of Nine Hundred Four Thousand Six Hundred Ninety-Eight and 02/100ths Dollars (\$904,698.02) (or such other amount as may be agreed to by the parties), to be executed by 3600 SKC and R. Keaton and payable to Bank, and any note issued in extension or renewal thereof; (c) that certain Mortgage, Assignment of Rents and Security Agreement of

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even date herewith, to be executed by 3600 SKC, in favor of Bank and encumbering the real property commonly known as 3608 South Kedzie Avenue, Chicago, Cook County, Illinois (the "**Facility E Property**"); and (d) that certain Assignment of Leases and Rents of even date herewith, to be executed by 3600 SKC and encumbering the Facility E Property; as each of the foregoing may be amended modified or restated from time to time.

- V. Facility F Documents: (a) that certain Term Loan and Security Agreement of even date herewith, by and between the Bank and R. Keaton; and (b) that certain Promissory Note of even date herewith in the original principal amount of Five Hundred Thousand and No/100 Dollars (\$500,000.00), as executed by R. Keaton and payable to Bank, and any note issued in extension or renewal thereof.

Property of Cook County Clerk's Office

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EXHIBIT A

Real Estate

PARCEL 1:

Legal Description:

LOTS 14, 15, 18, 19, 22, 23, 24, 25, 26, 27, 28, 29 AND 30 IN BLOCK 3 IN ADAM MURRAY'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Common Address:

2477 South Archer Avenue, Chicago, Cook County, Illinois.

Permanent Index Number:

17-28-124-030-0000

PARCEL 2:

Legal Description:

THAT PART OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 AND 17 IN A. MURRAY'S SECOND SUBDIVISION OF 15 ACRES NORTH OF ARCHER AVENUE AND ADJACENT TO HALSTED STREET IN SECTION 28, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND LOT 19 IN A. MURRAY'S SUBDIVISION OF LOTS 15 AND 18 IN SAID MURRAY'S SECOND SUBDIVISION WHICH LIES SOUTHERLY OF AND ADJACENT TO THE RIGHT OF WAY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AND LOT 2 IN D. KREIGH'S SUBDIVISION OF LAND IN THE SOUTH FRACTION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF AFORESAID SECTION 28 AND LOTS 8, 9 AND 12 IN H.L. STEWARD'S AND OTHERS SUBDIVISION OF LOTS 11 TO 20 IN BLOCK 2 OF SOUTH BRANCH ADDITION TO CHICAGO, BEING SOUTHEAST FRACTION OF THE NORTHWEST 1/4 OF SECTION 28, EXCEPT 15 ACRES FROM THE WEST SIDE AND 8 ACRES FROM THE NORTH END THEREOF TOGETHER WITH THE ALLEYS WHICH THE AFORESAID RAILWAY COMPANY'S OR PREDECESSOR'S WERE GRANTED PERMISSION TO OCCUPY BY ORDINANCE PASSED BY THE CITY COUNCIL OF CHICAGO ON AUGUST 1, 1889 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON FEBRUARY 27, 1891 AS DOCUMENT 1425765, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF LOT 1 IN AFORESAID A. MURRAY'S SECOND SUBDIVISION 45.09 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 1; THENCE NORTH 59 DEGREES 52 MINUTES 27 SECONDS EAST A DISTANCE OF 306.66 FEET; THENCE NORTH 78 DEGREES 44 MINUTES 30 SECONDS EAST A DISTANCE OF 153.68 FEET TO THE INTERSECTION

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WITH THE NORTHERLY LINE OF SOUTH ARCHER AVENUE, SAID POINT OF INTERSECTION BEING 490.00 FEET NORTHEASTERLY OF THE SOUTHWEST CORNER OF AFORESAID LOT 1, AS MEASURED ALONG THE NORTHERLY LINE OF SOUTH ARCHER AVENUE; THENCE SOUTH 58 DEGREES 05 MINUTES 34 SECONDS WEST ALONG THE NORTHERLY LINE OF SOUTH ARCHER AVENUE, A DISTANCE OF 490.00 FEET TO THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 75.07 FEET TO THE POINT OF BEGINNING, EXCEPTING THAT PART OF LOT 1 TAKEN FOR THE CITY OF CHICAGO PURSUANT TO CONDEMNATION CASE 87L50785 DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 LYING SOUTHWEST HAVING A RADIUS OF 5.00 FEET, SAID ARC INTERSECTING THE WEST LINE OF SAID LOT 1 AT A POINT 9.50 FEET NORTH OF THE SOUTHWEST CORNER OF SAID LOT 1 AND 8.00 FEET NORTHEASTERLY OF SAID SOUTHWEST CORNER AS MEASURED ON THE SOUTHERLY LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS

Common Address:

2484 South Archer Avenue, Chicago, Cook County, Illinois.

Permanent Index Numbers:

17-28-111-041-0000; 17-28-111-042-0000, 17-28-111-043-0000 and 17-28-111-044-0000