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This instrument prepared by
and please return to:

Polsinelli Shughart PC
Attention: David Goldberg, Esq.
700 W. 47th Street, Suite 1000
Kansas City, MO 64112



Doc#: 1209316024 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2012 11:22 AM Pg: 1 of 6

COMMONLY KNOWN AS: 11 South LaSalle, Chicago, Illinois
P.I.N.: 17-16-204-001 and 17-16-204-003

COLLATERAL ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING STATEMENT

THIS COLLATERAL ASSIGNMENT OF MORTGAGE, ASSIGNMENT OF LEASES
AND RENTS, SECURITY AGREEMENT, FIXTURE FILING AND FINANCING
STATEMENT ("Assignment") is dated as of March 30, 2012, by N 9 LENDER MANAGER
LLC, a Delaware limited liability company ("Borrower"), in favor of PEMBROOK
COMMUNITY INVESTORS LLC, a Delaware limited liability company, (and together with
its successors and assigns, "Lender").

RECITALS:

The following recitals are a material part of this Assignment:

A. Borrower and Lender are entering into a certain Loan Agreement of even date herewith ("Loan Agreement") pursuant to which Lender will make a loan ("Loan") to Borrower in the maximum principal amount of \$15,000,000.00 in order to finance Borrower's purchase of the Collateral Loan (as defined in the Loan Agreement). The Loan also will be evidenced by Borrower's promissory note to Lender of even date herewith ("Note") and secured by, among other things, Borrower's assignment of the Mortgage, Assignment of Leases and Rents, Security Agreement, Fixture Filing and Financing Statement dated August 8, 2007, executed by Prime LaSalle/Madison Partners, LLC, an Illinois limited liability company ("Collateral Borrower") for the benefit of KBS Debt Holdings, LLC, a Delaware limited liability company ("Collateral Loan Seller"), and recorded on August 10, 2007, as Document No. 0722226213 in Cook County, Illinois (the "County"), as modified by the First Omnibus Modification of Mortgage Loan Documents dated March 26, 2010, executed by Collateral Borrower and Collateral Loan Seller (collectively, the "Collateral Mortgage"). Capitalized

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terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement.

B. Among other security, the Collateral Mortgage encumbers the real property owned by Collateral Borrower located in the County, such property being more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

C. Immediately prior hereto, Collateral Loan Seller transferred the Collateral Loan and all of the Collateral Loan Documents, including, without limitation, the Collateral Mortgage, to Borrower and Borrower is now the owner and holder of the Collateral Loan and all of the Collateral Loan Documents, including, without limitation, the Collateral Mortgage.

D. In order to induce Lender to make the Loan, Borrower has agreed to execute and deliver this Assignment to Lender.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and Lender hereby agree as follows:

1. Assignment; Security Interest. As security for the Obligations (as defined in the Loan Agreement), subject and pursuant to the terms and provisions of the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement), Borrower hereby assigns and sets over the Mortgage to Lender to have and to hold the same for so long as any part of the Obligations remains unpaid or unperformed. Without limiting the foregoing, until the occurrence of an Event of Default, but subject and pursuant to the terms and provisions of the Loan Agreement and the other Loan Documents, Borrower shall be entitled to exercise all rights and remedies available to an owner and holder of the Collateral Mortgage.

2. Warranties Representations Etc. Borrower hereby reaffirms all of its representations, warranties and covenants set forth in the Loan Agreement related to the Collateral Loan and Collateral Loan Documents (as defined in the Loan Agreement).

3. Events of Default. The occurrence of an Event of Default as defined in the Loan Agreement shall constitute an "Event of Default" hereunder.

4. Remedies. Upon the occurrence of any Event of Default, or if the Property is sold, Lender may pursue, in such order and manner as Lender may elect from time to time in its sole discretion, all rights and remedies available to it hereunder, under the terms of the Loan Documents, under applicable law (including but not limited to the UCC), or in equity.

5. Continuing Liability of Borrower. Notwithstanding any other provision of this Assignment, or any provision of any instrument executed in connection with the Obligations, and notwithstanding any failure on the part of Collateral Borrower to comply with, honor and perform its obligations under the Mortgage, Borrower agrees to pay and perform all of the Obligations of Borrower to Lender. If Borrower consists of more than one Person, each such Person shall be jointly and severally liable hereunder.

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6. Construction. The terms "include," "including" and similar terms used in this Assignment shall be construed as if followed by the phrase "without being limited to." The term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." Words of masculine, feminine or neuter gender shall mean and include the correlative words of the other genders, and words importing the singular number shall mean and include the plural number, and vice versa. Any reference in this Assignment or in the Loan Documents to this Assignment shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions and supplements hereto.

7. No Liability of Lender. Lender shall not be subject to any obligation or liability under the Mortgage, including any duty to perform any of the terms, conditions, provisions or agreements made by Borrower therein, but any and all such obligations and liabilities shall continue to be the obligations and liabilities of Borrower as though this Assignment had not been made. Lender shall have no obligation to exercise any of the rights, remedies, powers or privileges granted herein in any event.

8. CONSENT TO JURISDICTION. BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT SITTING IN CHICAGO, ILLINOIS OVER ANY ACTION OR PROCEEDING BASED HEREON AND BORROWER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN SUCH STATE OR FEDERAL COURT. BORROWER HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING. BORROWER IRREVOCABLY CONSENTS TO THE SERVICE OF ANY AND ALL PROCESS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES OF SUCH PROCESS, CERTIFIED MAIL RETURN RECEIPT REQUESTED, TO SUCH BORROWER AT ITS ADDRESS AS SPECIFIED HEREIN OR OTHERWISE IN THE RECORDS OF THE LENDER. BORROWER AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY OTHER JURISDICTION BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

BORROWER AGREES NOT TO INSTITUTE ANY LEGAL ACTION OR PROCEEDING AGAINST LENDER OR THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR PROPERTY THEREOF, IN ANY COURT OTHER THAN THE ONE HEREINABOVE SPECIFIED. NOTHING IN THIS SECTION SHALL AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION OR PROCEEDING AGAINST BORROWER OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTIONS.

9. WAIVER OF JURY TRIAL. BORROWER HEREBY, AND LENDER BY ITS ACCEPTANCE HEREOF, WAIVES THE RIGHT OF A JURY TRIAL IN EACH AND EVERY ACTION ON THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS, IT BEING ACKNOWLEDGED AND AGREED THAT ANY ISSUES OF

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FACT IN ANY SUCH ACTION ARE MORE APPROPRIATELY DETERMINED BY THE COURTS; FURTHER, BORROWER HEREBY CONSENTS AND SUBJECTS HIMSELF TO THE JURISDICTION OF COURTS OF THE STATE OF ILLINOIS AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE VENUE OF SUCH COURTS IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED.

10. Successors and Assigns; No Third Party Beneficiaries. This Assignment shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns, but is not intended to, and shall not be deemed or construed to, confer upon any person or entity other than the parties hereto and their respective heirs, executors, personal and legal representatives, successors or assigns any rights or remedies whatsoever.

11. Fees and Costs. If it becomes necessary for Lender to employ legal counsel or to bring an action at law or other proceeding to enforce any of the terms, covenants, provisions or conditions of this Assignment, Borrower shall pay all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by Lender in connection therewith.

12. No Implied Waivers; Remedies Cumulative. No failure or delay on the part of Lender in exercising any right, remedy, power or privilege hereunder, under any other Loan Document, at law or in equity shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or the further exercise of any other such right, remedy, power or privilege. The rights and remedies of Lender hereunder are cumulative and may be exercised by Lender either independently of or concurrently with any other right, remedy, power or privilege of Lender.

13. Further Documents, Etc. Borrower shall promptly take such actions and shall promptly execute and deliver and/or obtain and deliver to Lender such additional documents and instruments as Lender may require from time to time with respect to the assignment and security interest granted herein and the Collateral Loan Documents, including but not limited to financing statements, continuation statements and consents and/or estoppel certificates from the Collateral Borrower.

14. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and shall be binding upon any person or entity executing the same (whether or not all intended signatures hereon are obtained), and all of which together shall constitute one and the same instrument. Any facsimile, photocopied or other electronic signature of any party to this Assignment shall have the same force and effect for all purposes as an original signature.

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IN WITNESS WHEREOF, the undersigned hereby signs, seals and delivers this Assignment.

BORROWER:

N 9 LENDER MANAGER LLC,
a Delaware limited liability company

By: Michael Silberberg
Michael Silberberg, President

~~STATE OF ILLINOIS~~)
~~COUNTY OF COOK~~) SS
NEW YORK
COS. DPBA

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that Michael Silberberg, President of N 9 LENDER MANAGER LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal March 29, 2012.

Joyce A. Oriandella
Notary Public

JOYCE A. ORI ANDELLA
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ONTARIO COUNTY
REG. #17563/2
MY COMM. EXP. JULY 31, 2014

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EXHIBIT A

Description of the Land

PARCEL 1:

THE NORTH 90 FEET OF LOT 1 AND THAT PART OF THE NORTH 90 FEET OF LOT 2 IN SUBDIVISION (BY CHICAGO HYDRAULIC COMPANY) OF LOTS 1 AND 2 IN BLOCK 118 OF SCHOOL SECTION ADDITION TO CHICAGO, COOK COUNTY, ILLINOIS, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE EXTENDING SOUTH FROM A POINT ON THE NORTH LINE OF SAID LOT 2 WHICH IS 15.24 FEET WEST FROM THE NORTHEAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID LOT 2 WHICH IS 14.90 FEET WEST FROM THE SOUTHEAST CORNER THEREOF.

PARCEL 2:

ALSO LOT 3 AND THAT PART OF LOT 2 IN SUBDIVISION (BY CHICAGO HYDRAULIC COMPANY) OF LOTS 1 AND 2 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO, COOK COUNTY, ILLINOIS, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF A LINE EXTENDING SOUTH FROM A POINT ON THE NORTH LINE OF SAID LOT 2 WHICH IS 15.24 FEET WEST FROM THE NORTHEAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID LOT 2 WHICH IS 14.90 FEET WEST FROM THE SOUTHEAST CORNER THEREOF, EXCEPTING FROM THE AFOREMENTIONED PART OF LOT 2 THAT PORTION OF SAID PART LYING SOUTH OF THE NORTH 90 FEET OF LOT 2 AND FALLING WITHIN THE EAST 15 FEET OF LOT 2.

PARCEL 3:

TOGETHER WITH LOT 1 (EXCEPT THE SOUTH 2 FEET THEREOF) IN MAJOR'S SUBDIVISION OF SUB-LOTS 4, 5, 6 AND 8 AND THE WEST 15 FEET OF LOT 9 (EXCEPTING THEREFROM THAT PART OF SAID LOTS 6 AND 8 TAKEN FOR LA SALLE STREET) IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO COOK COUNTY, ILLINOIS, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS.

PIN: 17.16.204.001
17.16.204.003

CKA: 11 S. LASALLE
CHICAGO IL