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Prepared by and after recording return to:

Adam B. Rome
Greiman, Rome & Griesmeyer, LLC
200 W. Madison St., Ste. 755
Chicago, IL 60606

Doc#: 1301018073 Fee: \$50.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/10/2013 02:27 PM Pg: 1 of 7

Record Against PIN:

13-27-301-008-0000
13-27-301-009-0000
13-27-305-010-0000
13-27-301-005-0000
13-27-301-011-0000
14-06-103-005-0000

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COLLATERAL ASSIGNMENT OF NOTE & MORTGAGE

GRANTOR: 4600 Schubert, LLC

TODAY'S DATE: January 9, 2013

ASSIGNOR: Shubert Development Partners, LLC
270 Saint Paul Street, Suite 300
Denver, CO 80206

ASSIGNEE: Bridgeview Bank Group
4753 North Broadway Avenue
Chicago, IL 60640

THIS COLLATERAL ASSIGNMENT OF NOTE & MORTGAGE (this "Assignment") made and executed as of January 9, 2013, by Shubert Development Partners, LLC, a Colorado limited liability company ("Assignor," sometimes referred to as "Borrower"), in favor of Bridgeview Bank Group, an Illinois banking corporation ("Assignee," sometimes referred to as "Lender").

WHEREAS, Borrower and Lender are parties to a Loan and Security Agreement dated as of even date herewith (the "Loan Agreement"), pursuant to which Lender has made a loan (the "Loan") to Borrower in the original principal amount US \$11,002,877.00, or so much thereof as may be advanced and be outstanding, together with interest at 5% per annum, plus the amount of any Protective Advances, Contingent Interest, and any accrued default interest and all other amounts payable pursuant to the Loan Documents (as hereinafter defined), including the Loan Agreement and a Promissory Note (the "Note") given by Borrower in favor of Lender dated as of even date herewith. The entire unpaid principal balance, all accrued and unpaid interest and all other amounts payable pursuant to the Loan Documents

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shall be due and payable on January 8, 2014. All initially capitalized terms not otherwise defined herein shall have the meaning attributed to such terms in the Loan Agreement.

NOW, THEREFORE, to secure the payment and performance of the Note and the associated Loan Documents, and for other good and valuable consideration the receipt of which is hereby acknowledged, Borrower hereby collaterally conveys, assigns, transfers and sets over unto Lender, with full recourse, as collateral security for the Note and associated Loan Documents, all of Borrower's right, title and interest in and to the following "Collateral":

1. Promissory Note dated August 1, 2009, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group in the original principal amount of \$6,569,160.00 (the "Substitute Note").
2. Amendment No 1 to Substitute Note dated April 5, 2011 given by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
3. Amendment No 2 to Substitute Note dated October 5, 2011 given by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
4. Promissory Note dated June 29, 2007, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group in the original principal amount of \$2,650,000.00 (the "Mezzanine Note").
5. Amendment No 1 to Mezzanine Note dated August 1, 2009 given by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
6. Amendment No 2 to Mezzanine Note dated April 5, 2011 given by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
7. Amendment No 3 to Mezzanine Note dated October 5, 2011 given by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
8. Guaranty of Payment and Completion dated June 29, 2007, made by Paul Leongas, Sheldon Kaufman and Glenn L. Udell in favor of Bridgeview Bank Group.
9. Confirmation, Reaffirmation and Amendment No. 1 of Guaranty of Payment and Completion. dated August 1, 2009 made by Paul Leongas, Sheldon Kaufman, and Glenn L. Udell in favor of Bridgeview Bank Group
10. Confirmation, Reaffirmation and Amendment No. 2 of Guaranty of Payment and Completion dated April 5, 2011 made by Paul Leongas, Sheldon Kaufman, and Glenn L. Udell in favor of Bridgeview Bank Group.
11. Confirmation, Reaffirmation and Amendment No. 3 of Guaranty of Payment and Completion dated October 5, 2011 made by Paul Leongas, Sheldon Kaufman, and Glenn L. Udell in favor of Bridgeview Bank Group.

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12. Confirmation, Reaffirmation and Amendment No. 4 of Guaranty of Payment and Completion dated November 28, 2011 made by Paul Leongas, Sheldon Kaufman, and Glenn L. Udell in favor of Bridgeview Bank Group.
13. Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated June 29, 2007, and recorded August 8, 2007 as document number 0722035411, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
14. Amendment No. 1 Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated August 1, 2009, and recorded March 28, 2011 as document number 1108729063, against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
15. Amendment No. 2 Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 23, 2011, and recorded December 21, 2011 as document number 1135531029, against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
16. Amendment No. 3 Construction Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated March 5, 2012, and recorded August 28, 2012 as document number 1224119150, against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
17. Assignment of Rents and Leases dated June 29, 2007, and recorded August 8, 2007 as document number 0722035412, against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
18. Amendment No. 1 to the Assignment of Rents and Leases dated August 1, 2009, and recorded March 28, 2011 as document number 1108729064, against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
19. Amendment No. 2 to the Assignment of Rents and Leases, Assignment of Rents and Leases and Fixture Filing dated January 5, 2012, and recorded August 28, 2012 as document number 1224119151, against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
20. Construction Loan Agreement dated June 29, 2007 by and between 4600 Schubert, LLC and Bridgeview Bank Group.

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21. Amendment No. 1 to the Construction Loan Agreement (undated) against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
22. Amendment No. 2 to the Construction Loan Agreement (undated) against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
23. Amendment No. 3 to the Construction Loan Agreement dated October 5, 2011, against the property commonly known as 4600 West Schubert Avenue, Chicago, Illinois, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
24. Mortgage and Security Agreement dated August 1, 2009, and recorded April 15, 2011 as document number 1110518047, made by the Devon Bank, not individually, but as trustee under trust agreement dated July 17, 1978 and known as trust number 3458 in favor of Bridgeview Bank Group.
25. Environmental Indemnity Agreement dated June 29, 2007, by and between 4600 Schubert, LLC, Paul Leongas, Sheldon Kaufman and Glenn L. Udell, on the one hand, and Bridgeview Bank Group, on the other hand.
26. Assignment of Plans, Specifications, Construction and Service Contracts, Licenses and Permits dated June 29, 2007, made by 4600 Schubert, LLC in favor of Bridgeview Bank Group.
27. Certificate of Representation, Warranties and Covenants dated June 29, 2007 made by 4600 Schubert, LLC, Paul Leongas, Sheldon Kaufman and Glenn L. Udell in favor of Bridgeview Bank Group.
28. The Forbearance Agreement dated June 30, 2009 made by 4600 Schubert, LLC, Paul Leongas, Sharise Leongas, Sheldon Kaufman, and Glenn L. Udell in favor of Bridgeview Bank Group; and
29. The Forbearance Agreement dated July 31, 2012 made by 4600 Schubert, LLC, Paul Leongas, Glenn Udell in favor of Bridgeview Bank Group.
30. Mortgage, Security Agreement, Assignment of Rents and Leases and Fixture Filing dated November 23, 2011, and recorded December 13, 2011 as document number 1134704017 against the property commonly known as 4645 West Diversey, Chicago, Illinois, made by Chicago Title Land Trust Company, as trustee uti dated 10/26/10 aka Trust No. 8002355973 and 4645 West Diversey, LLC in favor of Aldi Inc.
31. Purchase Money Note dated November 23, 2011 between Aldi Inc., an Illinois corporation, as Lender thereunder, and 4645 West Diversey, LLC, as beneficiary/borrower in the original principal amount of \$4,250,000 and Allonge thereto assigning the lender interest therein from Aldi Inc. to Bridgeview Bank Group, or its assignee.

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32. That certain Amendment to Purchase Money Note dated December 19, 2012 given by 4645 West Diversey, LLC in favor of Aldi Inc.
33. The General Assignment between Aldi Inc. and Bridgeview Bank Group dated December 31, 2012.
34. The Non-Recourse Loan Sale Agreement between Aldi Inc. and Bridgeview Bank Group dated December 31, 2012.
35. The Construction Loan Escrow Trust and Disbursing Agreement between Bridgeview Bank Group and 4600 Schubert, LLC held by Chicago Title and Trust Company as Escrow Trustee, dated August 9, 2012 as escrow trust number CCE 027049309 004.

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later;
- (B) All products and produce of any of the property described in this Collateral section;
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section;
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process;
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media; and
- (F) All other Collateral connected therewith collaterally assigned to Lender pursuant to the terms of the Note and Loan Agreement, together with all proceeds derived therefrom and other collateral delivered in substitution or replacement thereof.

Borrower hereby represents and warrants to Lender that the above referenced Collateral collaterally assigned hereby have not previously been collaterally assigned or otherwise transferred by Borrower and are held free and clear of all prior liens, security interests, charges and encumbrances whatsoever except for matters appearing of record or permitted in the Loan Agreement, the Loan Purchase Agreement of even date herewith by and between Borrower and Lender, the Business Loan Agreement of even date herewith by and between Borrower and Lender, or the Intercreditor Agreement of even date herewith by and between Lender and Borrower's Senior Lender (the "Intercreditor Agreement"). Borrower further covenants and agrees with Lender to maintain such note and Mortgage in good standing at all times in

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accordance with the terms thereof and not to take any action with respect to said note and Mortgage which may be prejudicial to the rights of Lender hereunder.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BORROWER MAY NOT COMMENCE ANY COLLECTION EFFORTS PURSUANT TO THE MORTGAGE, DESCRIBED ABOVE (INCLUDING, WITHOUT LIMITATION, ANY FORECLOSURE ACTION, COLLECTION OF RENTS, APPOINTMENT OF A RECEIVER, OR THE ACCEPTANCE OF A DEED-IN-LIEU OF FORECLOSURE) WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER, NOR SHALL BORROWER DO ANY OF THE FOLLOWING, WITHOUT THE PRIOR WRITTEN CONSENT OF LENDER: (A) WAIVE, RENEW, EXTEND, ACCELERATE, MODIFY, OR OTHERWISE CHANGE THE TIMES FOR OR TERMS OF PAYMENT OR PERFORMANCE OF THE OBLIGATIONS SECURED BY THE MORTGAGE, DESCRIBED ABOVE; OR (B) TO EXCHANGE, ENFORCE, WAIVE, OR RELEASE ANY SECURITY UNDER THE MORTGAGE, DESCRIBED ABOVE. ANY SUCH ACTIONS BY BORROWER WITHOUT THE EXPRESS WRITTEN APPROVAL OF LENDER SHALL BE VOID.

The execution and delivery of this Assignment shall not subject Lender to, or transfer or pass to Lender, or in any way affect or modify, the liability of Borrower or Underlying Obligor under and any note and Mortgage hereby assigned, it being understood and agreed that notwithstanding this Assignment or any subsequent collateral assignment, all of the obligations of the Underlying Obligor to the Borrower, in its capacity as lender, under such note and Mortgage shall be and remain enforceable by Borrower, in its capacity as lender, its successors and assigns, against Underlying Obligor and its successors and assigns, and that Lender has not assumed any of the obligations or duties of Borrower or Underlying Obligor under or with respect to each note and Mortgage.

Borrower hereby agrees and acknowledges that neither the acceptance of this Assignment by Lender nor the exercise of, or failure to exercise, any right, power or remedy in this instrument conferred upon Lender shall be deemed or construed to obligate Lender, or its successors or assigns, to pay any sum of money, take any action or incur any liability in connection with the note and Mortgage hereby assigned to Lender. It is further agreed and understood by Borrower that neither Lender nor its successors or assigns shall be liable in any way for any costs, expenses or liabilities connected with, or any charges or liabilities resulting from, such note and Mortgage.

If any provision of this Assignment is held to be illegal, invalid or unenforceable under present or future laws effective during the term thereof, such provision shall be fully severable, this Assignment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof or thereof, and the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision as similar in tenor to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

This Assignment shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

Notwithstanding anything herein to the contrary, Lender's rights and remedies herein are subject to the terms of the Intercreditor Agreement.

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IN WITNESS OF THESE AGREEMENTS, Borrower is executing this Collateral Assignment of Note and Mortgage to be effective as of the date first above written.

SHUBERT DEVELOPMENT PARTNERS, LLC
a Colorado limited liability company,

By: *Chris Manley*

Name: Chris Manley

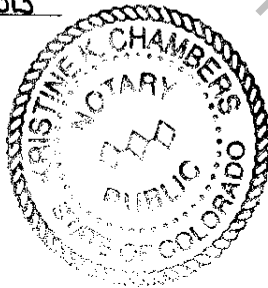
Title: Authorized Signatory

STATE OF COLORADO)
City: Denver)ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me, a notary public, on this 04 day of January, 2013 by Chris Manley as Authorized Signatory of Shubert Development Partners, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.

My Commission Expires: 12/11/2013



Kristine K. Chambers
Notary Public