

# UNOFFICIAL COPY

**This Instrument Prepared By And After  
Recording Return To:**

Anthony J. Zeoli, Esq.  
Ginsberg Jacobs LLC  
300 South Wacker Drive, Suite 2750  
Chicago Illinois 60606  
(312) 660-2206



Doc#: 1336529043 Fee: \$68.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 12/31/2013 12:44 PM Pg: 1 of 16

**Property Identification Number(s):**

17-17-214-002-0000  
17-17-214-003-0000  
17-17-214-004-0000  
17-17-214-009-0000  
17-17-214-013-0000

**Common Address(es):**

111-117 South Peoria Street  
Chicago, Illinois 60607

☎: 312-6119

[Above space reserved for recording information.]

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of December 26, 2013, by and from **CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO LAKESIDE BANK, AS TRUSTEE UNDER TRUST NO. 10-1747 AND DATED 03/11/1996 aka NORTH STAR TRUST COMPANY, AN ILLINOIS CORPORATION, SUCCESSOR TO LAKESIDE BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 11, 1996 AND KNOWN AS TRUST NO. 10-1747 ("Assignor")**, whose address is 10 S. LaSalle Street, Suite 2750, Chicago, Illinois 60603, to and for the benefit of **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois state chartered bank, its successors and assigns, with an address at 120 South LaSalle Street, Chicago, Illinois 60603 ("**Administrative Agent**"), as administrative agent for certain financial institutions (together with their respective successors and assigns, the "**Lenders**") and for the benefit of the Lenders.

### RECITALS:

- A. Assignor is the owner of certain real property located in Cook county, State of Illinois, more particularly described in Exhibit A attached hereto (the "**Premises**").
- B. Reference is made to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, modified, supplemented, restated and/or replaced

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from time to time, the "**Facility C Loan Agreement**"), by and among Assignor and those certain other "borrowers" made a party thereto (individually, collectively, jointly and severally the "**Facility C Borrower**"), those certain lending financial institutions made a party thereto (individually and collectively, the "**Facility C Lenders**"), and THE PRIVATEBANK AND TRUST COMPANY, as "administrative agent" for the Facility C Lenders, pursuant to which the Facility C Lenders have agreed to extend certain credit facilities to Facility C Borrower in the aggregate principal amount of FIFTEEN MILLION and No/100 Dollars (\$15,000,000.00) (the "**Facility C Loan**").

C. The Facility C Loan is evidenced by, among other things: (i) those certain Promissory Notes made by Facility C Borrower in favor of the Facility C Lenders in the aggregate maximum principal amount of FIFTEEN MILLION and No/100 Dollars (\$15,000,000.00) (individually and collectively, and as the same may be amended, modified, supplemented, restated and/or replaced from time to time, the "**Facility C Note**"); and (ii) the other "Loan Documents" (as such term is used and defined in the Facility C Loan Agreement). This Assignment, the Facility C Loan Agreement, the Facility C Note, and said other "Loan Documents" (including, without limitation, any and all "Rate Management Agreements" (as such term is respectively used and defined in the Facility C Loan Agreement)), as any or all of the foregoing may be amended, modified, supplemented, restated and/or replaced from time to time, are hereinafter sometimes referred to, individually and collectively, the "**Facility C Loan Documents**").

D. Reference is made to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, modified, supplemented, restated and/or replaced from time to time, the "**Facility A Loan Agreement**"), by and among HUNTER LINE LLC, an Illinois limited liability company, and those certain other "borrowers" made a party thereto (individually, collectively, jointly and severally the "**Facility A Borrower**"), those certain lending financial institutions made a party thereto (individually and collectively, the "**Facility A Lenders**"), and THE PRIVATEBANK AND TRUST COMPANY, as "administrative agent" for the Facility A Lenders, pursuant to which the Facility A Lenders have agreed to extend certain credit facilities to Facility A Borrower in the aggregate principal amount of TWELVE MILLION FIVE HUNDRED THOUSAND and No/100 Dollars (\$12,500,000.00) (the "**Facility A Loan**").

E. The Facility A Loan is evidenced by, among other things: (i) those certain Promissory Notes made by Facility A Borrower in favor of the Facility A Lenders in the aggregate maximum principal amount of TWELVE MILLION FIVE HUNDRED THOUSAND and No/100 Dollars (\$12,500,000.00) (individually and collectively, and as the same may be amended, modified, supplemented, restated and/or replaced from time to time, the "**Facility A Note**"); and (ii) the other "Facility A Loan Documents" (as such term is used and defined in the Facility C Loan Agreement). The Facility A Loan Agreement, the Facility A Note, and said other "Facility A Loan Documents" (including, without limitation, any and all "Rate Management Agreements" (as such term is respectively used and defined in the Facility A Loan Agreement)), as any or all of the foregoing may be amended, modified, supplemented, restated and/or replaced from time to time, are hereinafter sometimes referred to, individually and collectively, as the "**Facility A Loan Documents**").

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F. Reference is made to that certain Loan and Security Agreement dated as of even date herewith (as the same may be amended, modified, supplemented, restated and/or replaced from time to time, the "**Facility B Loan Agreement**"), by and among by and among OCEAN VIEW DEVELOPERS, LLC, a Florida limited liability company, and those certain other "borrowers" made a party thereto (individually, collectively, jointly and severally the "**Facility B Borrower**"), those certain lending financial institutions made a party thereto (individually and collectively, the "**Facility B Lenders**"), and THE PRIVATEBANK AND TRUST COMPANY, as "administrative agent" for the Facility B Lenders, pursuant to which the Facility B Lenders have agreed to extend certain credit facilities to Facility B Borrower in the aggregate principal amount of FOUR MILLION THREE HUNDRED FIFTY THOUSAND and No/100 Dollars (\$4,350,000.00) (the "**Facility B Loan**").

G. The Facility B Loan is evidenced by, among other things: (i) those certain Promissory Notes made by Facility B Borrower in favor of the Facility B Lenders in the aggregate maximum principal amount of FOUR MILLION THREE HUNDRED FIFTY THOUSAND and No/100 Dollars (\$4,350,000.00) (individually and collectively, and as the same may be amended, modified, supplemented, restated and/or replaced from time to time, the "**Facility B Note**"); and (ii) the other "Facility B Loan Documents" (as such term is used and defined in the Facility C Loan Agreement). The Facility B Loan Agreement, the Facility B Note, and said other "Facility B Loan Documents" (including, without limitation, any and all "Rate Management Agreements" (as such term is respectively used and defined in the Facility B Loan Agreement)), as any or all of the foregoing may be amended, modified, supplemented, restated and/or replaced from time to time, are hereinafter sometimes referred to, individually and collectively, as the "**Facility B Loan Document**".

H. For purposes of this Assignment: (i) the Facility A Loan, the Facility B Loan and the Facility C Loan, are hereinafter sometimes referred to, individually and collectively, as the "**Loans**"; (ii) the Facility A Note, the Facility B Note and the Facility C Note, are hereinafter sometimes referred to, individually and collectively, as the "**Notes**"; and (c) the Facility A Loan Documents, the Facility B Loan Documents and the Facility C Loan Documents, are hereinafter sometimes referred to, individually and collectively, as the "**Loan Documents**".

I. Facility A Borrower, Facility B Borrower and Facility C Borrower are an interrelated group of person/entities whose operations are interdependent with and benefit, each other. As a result Facility A Borrower and Facility B Borrower will directly and substantially benefit from the Facility C Lenders making the Facility C Loan to the Facility C Borrower.

J. As a condition precedent to making the Facility C Loan, the Administrative Agent and the Lenders have required, among other things, that the Assignor execute and deliver this Assignment to the Administrative Agent.

K. In order to induce the Lenders to make the Facility C Loan, and all other monies to be advanced under the Facility C Note, the Facility C Loan Agreement and the other Facility C Loan Documents, Assignor has agreed to execute and deliver this Assignment.

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## AGREEMENT:

**NOW, THEREFORE**, as an inducement to the Lenders to make the Loan, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

“Event of Default” means an Event of Default, as defined in the Facility C Loan Agreement.

“Leases” means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Premises, and includes: (a) any supplement, modification, amendment, renewal or extension of any Lease; and (b) any security or guaranty for any Lease.

“Lessees” means the lessees under the Leases or any subtenants or occupants of the Premises.

“Rents” means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

“Secured Obligations” means, individually and collectively as the case may be, the prompt payment (when and as due and payable) and performance (as applicable) of any and all:

(a) “Obligations” (as such term is respectively used and defined in the Facility C Loan Agreement) of Borrowers, including without limitation, all required payments of principal of, and interest on, the Facility C Note and/or the Facility C Loan, and all “Rate Management Obligations” (as such term is respectively used and defined in the Facility C Loan Agreement);

(b) covenants and agreements contained in this Assignment, the Facility C Loan Agreement, the Facility C Note and the other Facility C Loan Documents;

(c) “Obligations” (as such term is respectively used and defined in the Facility A Loan Agreement) of Facility A Borrower, including without limitation, all required payments of principal of, and interest on, the Facility A Note and/or the Facility A Loan, and all “Rate Management Obligations” (as such term is respectively used and defined in the Facility A Loan Agreement);

(d) covenants and agreements contained in the Facility A Loan Agreement, the Facility A Note and the other Facility A Loan Documents;

(e) “Obligations” (as such term is respectively used and defined in the Facility B Loan Agreement) of Facility B Borrower, including without limitation, all required payments of principal of, and interest on, the Facility B Note and/or the Facility B Loan,

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and all “Rate Management Obligations” (as such term is respectively used and defined in the Facility B Loan Agreement);

(f) covenants and agreements contained in the Facility B Loan Agreement, the Facility B Note and the other Facility B Loan Documents; and

(g) other indebtedness which this Assignment by its terms secures.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Facility C Loan Agreement.

2. **Assignment.** As security for the payment and performance of the Secured Obligations, Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Administrative Agent, for the benefit of Lenders, all present and future right, title and interest of Assignor in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Assignor under any of the Leases and all other rights and interests of Assignor under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Assignor to Administrative Agent, for the benefit of the Lenders, it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Except as hereinafter set forth, Assignor shall have a license to collect the Rents accruing under the Leases as they become due (“*License*”), but not in advance, and to enforce the Leases. The License shall automatically be revoked, at Assignee’s option, upon the occurrence of an Event of Default. Assignor covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Premises, and then to payment of the Secured Obligations.

4. **Representations and Warranties.** Assignor hereby represents and warrants to the Lenders that: (a) Assignor is the absolute owner of the entire lessor’s interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) the Leases are valid, enforceable and in full force and effect and have not been modified, amended or terminated; (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults under the provisions of the Leases on the part of the lessor and to Assignor’s knowledge, there are no existing defaults under the provisions of the Leases on the part of Lessees thereunder; (e) to Assignor’s knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Premises; (g) Assignor has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance except for security or similar deposits; and (h) all work required to be performed by Assignor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

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## 5. Covenants of Assignor.

a. New Leases and Lease Terminations and Modifications. Assignor shall not enter into, cancel, surrender or terminate (except as a result of a material default by Lessees thereunder and failure of such Lessee to cure the default within the applicable time periods set forth in the Lease), amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to the subordination of the interest of any Lessee in any Lease, or consent to any assignment by and Lessee or any subletting, without the prior written consent of Administrative Agent, which consent shall not be unreasonably withheld, delayed or conditioned. Any attempt to do any of the foregoing without the prior written consent of Administrative Agent (if such consent is required) shall be null and void.

b. Performance under Leases. 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. With respect to any Lease, Assignor shall not: (a) release the liability of any Lessee or any guaranty thereof; (b) consent to any Lessee's withholding of rent or making monetary advances and off-setting the same against future rentals; (c) consent to any Lessee's claim of a total or partial eviction; (d) consent to a termination or cancellation, except as specifically provided above; or (e) enter into any oral leases with respect to all or any portion of the Premises;

c. Collection of Rents. 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. Further Assignment. 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, except as specifically permitted by the Loan Documents;

e. Lease Guaranty. 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;

f. Waive Rental Payments. Assignor shall not waive or excuse the obligation to pay rent under any Lease;

g. Defending Actions. 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 Lessee or guarantor thereunder, and shall pay all costs and expenses of Administrative Agent, on behalf of the Lenders, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Administrative Agent may appear;

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h. Enforcement. Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by Lessees and guarantors thereunder;

i. Notice. Assignor shall immediately notify Administrative Agent of any material breach by a Lessee or guarantor under any Lease;

j. Subordination. 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; and

k. Bankruptcy of Lessee. If any Lessee 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 Administrative Agent, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Administrative Agent, on behalf of the Lenders. Assignor hereby assigns any such payment to Administrative Agent, for the benefit of the Lenders, and further covenants and agrees that upon the request of Administrative Agent, it will duly endorse to the order of Administrative Agent any such check.

6. Cancellation of Lease. In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Administrative Agent, on behalf of the Lenders, and if an Event of Default has occurred, shall be applied, at the election of Administrative Agent, to the Secured Obligations in whatever order Administrative Agent shall choose in its discretion or shall be held in trust by Administrative Agent, on behalf of the Lenders, as further security, without interest, for the payment of the Secured Obligations. Prior to such Event of Default, Assignor may use and apply such termination payments to expenses of the Premises.

7. Administrative Agent's Rights Upon Lessee Bankruptcy. Upon the occurrence of an Event of Default, and if a Lessee under a Lease files or has filed against it any petition in bankruptcy or for reorganization, or undertakes or is subject to similar action, Administrative Agent shall have, and is hereby assigned by Assignor, all of the rights which would otherwise inure to the benefit of Assignor in such proceedings, including, without limitation, the right to seek "adequate protection" of its interests, to compel rejection of any Lease, and to seek such claims and awards as may be sought or granted in connection with the rejection of such Lease. Unless otherwise consented to by Administrative Agent in writing, Assignee's exercise of any of the rights provided herein shall preclude Assignor from the pursuit and benefit thereof without any further action or proceeding of any nature. Assignee, however, shall not be obligated to make timely filings of claims in any bankruptcy, reorganization or similar action, or to otherwise pursue creditor's rights therein.

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## 8. Default of Assignor.

a. Remedies. Upon the occurrence of an Event of Default, Assignor's License to collect Rents shall immediately cease and terminate. Administrative Agent, on behalf of the Lenders, shall thereupon be authorized at its option to enter and take possession of all or part of the Premises, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Premises in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Assignee shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Assignor shall also pay to Administrative Agent, on behalf of the Lenders, promptly upon any Event of Default: (a) all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such Event of Default. Administrative Agent will, after payment of all proper costs, charges and any damages, apply the net amount of such Rents to the Secured Obligations. Administrative Agent shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

b. Notice to Lessee. Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from Administrative Agent of the occurrence of an Event of Default, to pay all Rents under the Leases to Administrative Agent. Assignor agrees that each Lessee shall have the right to rely upon any notice from Administrative Agent directing such Lessee to pay all Rents to Administrative Agent, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Administrative Agent.

c. Assignment of Defaulting Assignor's Interest in Lease. Administrative Agent shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Premises through foreclosure or otherwise. Such assignee shall not be liable to account to Assignor for the Rents thereafter accruing.

d. No Waiver. Administrative Agent's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Administrative Agent's and/or the Lenders' rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Administrative Agent and/or the Lenders have under the Facility C Loan Agreement, the Facility C Note, the Mortgage and any of the other Loan Documents. Administrative Agent's rights and remedies hereunder may be exercised as often as Administrative Agent deems expedient.



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e. Costs and Expenses. The cost and expenses (including any receiver's fees and fees) incurred by Administrative Agent and/or the Lenders pursuant to the powers contained in this Assignment shall be immediately reimbursed by Assignor to Administrative Agent and/or the Lenders on demand, shall be secured hereby and, if not paid by Assignor, shall bear interest from the date due at the Default Rate (as defined in the Facility C Note). Administrative Agent and/or the Lenders shall not be liable to account to Assignor for any action taken pursuant hereto, other than to account for any Rents actually received by Administrative Agent and/or the Lenders.

9. Indemnification of Assignee. Assignor hereby agrees to indemnify, defend, protect and hold Administrative Agent and the Lenders harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorneys' fees) that Administrative Agent and/or the Lenders may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Administrative Agent and/or the Lenders under the Leases or this Assignment. Nothing in this section shall be construed to bind Administrative Agent and/or the Lenders to the performance of any Lease provisions, or to otherwise impose any liability upon Administrative Agent and/or the Lenders, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Premises. This Assignment imposes no liability upon Administrative Agent and/or the Lenders for the operation and maintenance of the Premises or for carrying out the terms of any Lease before Administrative Agent has entered and taken possession of the Premises. Any loss or liability incurred by Administrative Agent and/or the Lenders by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Administrative Agent's request, be immediately reimbursed by Assignor. Such reimbursement shall include interest at the Default Rate provided in the Facility C Note, costs, expenses and reasonable attorney fees. Administrative Agent, on behalf of the Lenders, may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 9 shall survive repayment of the Secured Obligations and any termination or satisfaction of this Assignment.

10. Additions to, Changes in and Replacement of Secured Obligations. Administrative Agent, on behalf of the Lenders, may take security in addition to the security already given to the Lenders for the payment of the Secured Obligations or release such other security, and may release any party primarily or secondarily liable on the Secured Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Secured Obligations or the Mortgage and replacements thereof, which replacements of the Secured Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Secured Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Secured Obligations, without prejudice to any of its rights hereunder.

11. Power of Attorney. In furtherance of the purposes of this Assignment, Assignor hereby appoints Administrative Agent, on behalf of the Lenders, as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Administrative Agent at any time after the occurrence of an Event of Default, and in the name of Assignor or Administrative

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Agent, to: (a) collect, demand and receive the Rents and other amounts payable under any Lease; (b) bring suit and take other action to enforce the Leases; (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases; (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease; and (e) take such other action as Administrative Agent may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Administrative Agent under this Assignment.

12. **No Mortgagee in Possession; No Other Liability.** The acceptance by Administrative Agent, on behalf of the Lenders of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Premises by Administrative Agent, be deemed or construed to: (a) constitute Administrative Agent and/or any Lender as a mortgagee in possession nor place any responsibility upon Assignee for the care, control, management or repair of the Premises, nor shall it operate to make Administrative Agent and/or any Lender responsible or liable for any waste committed on the Premises by any Lessee, occupant or other party, or for any dangerous or defective condition of the Premises, nor thereafter at any time or in any event obligate Administrative Agent and/or any Lender to appear in or defend any action or proceeding relating to the Leases or to the Premises; (b) require Administrative Agent and/or any Lender to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Administrative Agent and/or any Lender to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Administrative Agent. Administrative Agent and/or any Lender shall not be liable in any way for any injury or damage to person or Premises sustained by any person in or about the Premises.

13. **Termination of Assignment.** Administrative Agent, on behalf of the Lenders, shall terminate and release this Assignment as to all or a portion of the Premises to the same extent as the Mortgage with respect to the Premises is released in whole or in part.

14. **Miscellaneous.**

a. **Time is of the Essence.** Time is of the essence of this Assignment.

b. **Captions and Pronouns.** The captions and headings of the various Sections of this Assignment are for convenience only, and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine and neuter shall be freely interchangeable.

c. **Assignor Not a Joint Venturer or Partner.** Assignor, the Administrative Agent and Lender acknowledge and agree that in no event shall the Administrative Agent and/or the Lenders be deemed to be a partner or joint venturer with Assignor.

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d. Waiver of Consequential Damages. Assignor covenants and agrees that in no event shall the Administrative Agent and/or the Lenders be liable for consequential damages, whatever the nature of a failure by the Administrative Agent and/or the Lenders to perform its obligation(s), if any, under the Loan Documents, and Assignor hereby expressly waives all claims that it now or may hereafter have against the Administrative Agent and/or the Lenders for such consequential damages.

e. 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: (i) this Assignment shall remain in full force and effect as to all other clauses, terms, and conditions; (ii) the subject clause, term, or condition shall be revised to the minimum extent necessary to render the modified provision valid, legal and enforceable; and (iii) the remaining provisions of this Assignment shall be amended to the 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.

f. Interpretation of Agreement. Should any provision of this Assignment require interpretation or construction in any judicial, administrative, or other proceeding or circumstance, it is agreed that the parties hereto intend that the court, administrative body, or other entity interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties hereto have fully participated in the preparation of all provisions of this Assignment, including, without limitation, all Exhibits attached to this Assignment.

g. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart. Copies of signatures transmitted by mail, facsimile, email or any other electronic method, shall be considered authentic and binding.

h. Joint and Several Obligations. If this Assignment is executed by more than one Assignor the obligations and liabilities of Assignor under this Assignment shall be joint and several and shall be binding upon and enforceable against each Assignor and their respective successors and assigns.

i. Complete Agreement. This Assignment, the Note and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and the Loan Documents may not be modified, altered or amended

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except by an agreement in writing signed by both Assignor and the Administrative Agent, on behalf of the Lenders.

j. Successors and Assigns. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Premises, and all subsequent holders of the Facility C Note and the Assignment, subject in all events to the provisions of the Assignment regarding transfers of the Premises by Assignor.

k. Expenses. Assignor shall pay on demand all costs and expenses incurred by Administrative Agent in connection with the review of Leases, including reasonable fees and expenses of Administrative Agent's outside counsel.

15. Governing Law and Consent to Jurisdiction.

a. Substantial Relationship. The parties agree that the State of Illinois has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.

b. Place of Delivery. Assignor agrees to furnish to Administrative Agent at Administrative Agent's office in Chicago, Illinois all further instruments, certifications and documents to be furnished hereunder, if any.

c. Governing Law. This Assignment and the obligations of Assignor hereunder that affect the Premises shall be governed by and interpreted and determined in accordance with the laws of the State of Illinois.

16. Rights, Powers and Remedies Cumulative. Each right, power and remedy of the Administrative Agent as provided for in this Assignment, or in any of the other Loan Documents or now or hereafter existing by Applicable Law, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Assignment, or in any of the other Loan Documents or now or hereafter existing by Law, and the exercise or beginning of the exercise by the Administrative Agent of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Administrative Agent of any or all such other rights, powers or remedies.

17. No Waiver by the Administrative Agent. No course of dealing or conduct by or among the Administrative Agent and Assignor shall be effective to amend, modify or change any provisions of this Assignment or the other Loan Documents. No failure or delay by the Administrative Agent to insist upon the strict performance of any term, covenant or agreement of this Assignment or of any of the other Loan Documents, or to exercise any right, power or remedy consequent upon a breach thereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude the Administrative Agent from exercising any such right, power or remedy at any later time or times. By accepting payment after the due date of any of the Obligations, the Administrative Agent shall not be deemed to waive the right either to require prompt payment when due of all other Obligations, or to declare an Event of Default for failure to make prompt payment of any such other Obligations. Neither Assignor nor any

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other Person now or hereafter obligated for the payment of the whole or any part of the Obligations shall be relieved of such liability by reason of: (a) the failure of the Administrative Agent to comply with any request of Assignor or of any other Person to take action to foreclose this Assignment or otherwise enforce any of the provisions of this Assignment; or (b) any agreement or stipulation between any subsequent owner or owners of the Premises and the Administrative Agent; or (c) the Administrative Agent 's extending the time of payment or modifying the terms of this Assignment or any of the other Loan Documents without first having obtained the consent of Assignor or such other Person. Regardless of consideration, and without the necessity for any notice to or consent by the holder of any subordinate Lien on the Premises, the Administrative Agent may release any Person at any time liable for any of the Obligations or any part of the security for the Obligations and may extend the time of payment or otherwise modify the terms of this Assignment or any of the other Loan Documents without in any way impairing or affecting the lien of this Assignment or the priority of this Assignment over any subordinate lien. The holder of any subordinate Lien shall have no right to terminate any Lease regardless of whether or not such Lease is subordinate to this Assignment. The Administrative Agent may resort to the security or collateral described in this Assignment or any of the other Loan Documents in such order and manner as the Administrative Agent may elect in its sole discretion.

18. JURISDICTION AND VENUE. EACH ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, OR THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS OR, IF THE ADMINISTRATIVE AGENT INITIATES SUCH ACTION, ANY COURT IN WHICH THE ADMINISTRATIVE AGENT SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. EACH ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY THE ADMINISTRATIVE AGENT AND/OR THE LENDERS IN ANY OF SUCH COURTS, AND HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS AND COMPLAINT, OR OTHER PROCESS OR PAPERS ISSUED THEREIN, AND AGREES THAT SERVICE OF SUCH SUMMONS AND COMPLAINT OR OTHER PROCESS OR PAPERS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO ASSIGNOR AT THE ADDRESS TO WHICH NOTICES ARE TO BE SENT PURSUANT TO THIS ASSIGNMENT. EACH ASSIGNOR WAIVES ANY CLAIM THAT CHICAGO, ILLINOIS OR THE NORTHERN DISTRICT OF ILLINOIS IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE MAILING THEREOF, ASSIGNOR, AS THE CASE MAY BE, SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY THE ADMINISTRATIVE AGENT AGAINST ASSIGNOR, AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY THE ADMINISTRATIVE AGENT OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY ADMINISTRATIVE AGENT AND/OR THE LENDERS OF ANY

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ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

19. Waiver of Jury Trial. ASSIGNOR, THE ADMINISTRATIVE AGENT, AND THE LENDERS HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG ASSIGNOR, THE ADMINISTRATIVE AGENT AND THE LENDERS ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, ANY OTHER LOAN DOCUMENT, OR ANY RELATIONSHIP AMONG ASSIGNOR, THE ADMINISTRATIVE AGENT AND/OR ANY LENDER. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE LENDERS TO PROVIDE THE FACILITY C LOAN DESCRIBED HEREIN AND IN THE OTHER LOAN DOCUMENTS.

20. Additional Waivers. ASSIGNOR EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY THE ADMINISTRATIVE AGENT AND/OR THE LENDERS ON THIS ASSIGNMENT, ANY AND EVERY RIGHT IT MAY HAVE TO: (A) INTERPOSE ANY COUNTERCLAIM THEREIN UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH COUNTERCLAIM MUST BE ASSERTED IN SUCH PROCEEDING; OR (B) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING UNLESS UNDER THE APPLICABLE RULES OF COURT SUCH SUIT, ACTION OR PROCEEDING MUST BE CONSOLIDATED WITH THE PROCEEDING BROUGHT BY THE ADMINISTRATIVE AGENT.

21. Trustee Exculpation. Notwithstanding anything to the contrary herein, it is expressly understood and agreed by and between the parties hereto that: (a) each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of CHICAGO TITLE LAND TRUST COMPANY as "Trustee" of the trust(s) made party hereto, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee, are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding the trust(s) made party hereto (and the property of said trust(s) described herein), and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and (b) that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREOF, Assignor has caused this ASSIGNMENT OF LEASES AND RENTS to be duly executed and delivered as of the date first above written.

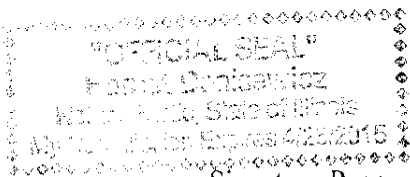
ASSIGNOR: CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO LAKESIDE BANK, AS TRUSTEE UNDER TRUST NO. 10-1747 AND DATED 03/11/1996 aka NORTH STAR TRUST COMPANY, AN ILLINOIS CORPORATION, SUCCESSOR TO LAKESIDE BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 11, 1996 AND KNOWN AS TRUST NO. 10-1747

By: Nancy A. Carlin  
 Print Name: Nancy A Carlin  
 Title: Trust Officer

STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Nancy A Carlin personally known to me to be the Trust Officer of CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TO LAKESIDE BANK, AS TRUSTEE UNDER TRUST NO. 10-1747 AND DATED 03/11/1996 aka NORTH STAR TRUST COMPANY, AN ILLINOIS CORPORATION, SUCCESSOR TO LAKESIDE BANK, NOT PERSONALLY BUT AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 11, 1996 AND KNOWN AS TRUST NO. 10-1747 whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20<sup>th</sup> day of December, 2013.



[Signature]  
 Notary Public

Signature Page – Assignment of Leases and Rents  
 111-117 S. PEORIA STREET, CHICAGO, IL 60621

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## EXHIBIT A

### LEGAL DESCRIPTION

#### Legal Description:

LOTS 3 AND 4 AND THE NORTH 18 FEET 7 INCHES OF LOT 5 AND LOTS 13 AND 14 IN BLOCK 9 IN DUNCAN'S ADDITION TO CHICAGO, A SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### Common Address:

111-117 South Peoria Street, Chicago, Illinois

#### Property Identification Number(s):

17-17-214-002-0000; 17-17-214-003-0000, 17-17-214-004-0000, 17-17-214-009-0000 & 17-17-214-013-0000