



Doc#: 1432515024 Fee: \$56.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/21/2014 01:24 PM Pg: 1 of 10

**ASSIGNMENT OF RENTS AND
LEASES**

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made as of November 20, 2014 by **JWC 3636 LLC**, an Illinois limited liability company ("Assignor"), to **NORTH COMMUNITY BANK**, an Illinois banking corporation, its successors and assigns ("Assignee").

WITNESSETH:

Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, transfers, sets over, and assigns to Assignee, the entire interest in and to any and all leases and subleases (including all extensions and renewals thereof), now or hereafter existing (collectively the "Leases"), and any and all rents, issues, income, and profits of and from that certain real estate located in Cook County, Illinois, commonly known as 3636 West 26th Street, Chicago, Illinois, and legally described in **Exhibit A** attached hereto and made a part hereof, and all buildings, structures, and improvements now or hereafter constructed thereon (the "Premises").

THIS ASSIGNMENT OF RENTS IS GIVEN TO SECURE:

- (a) Payment by Assignor of the indebtedness evidenced by, and observance and performance by Assignor of, each and every one of the covenants, terms, conditions, and agreements contained in a certain Promissory Note of even date herewith (the "Note") in the principal sum of Two Million Seventy Thousand and No/100 Dollars (\$2,070,000.00) made by Assignor in favor of Assignee, and delivered to Assignee simultaneously with the execution and delivery of this Assignment; and
- (b) Observance and performance by Assignor of the covenants, terms, conditions, and agreements contained in this Assignment, the Note, the Mortgage Loan Agreement of even date herewith (the "Loan Agreement") between the Assignor and the Assignee, the Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "Mortgage") of even date herewith made by Assignor to Assignee and creating a first priority mortgage lien on the Assignor's fee simple interest in the Premises, and such other documents as are executed in connection with the Note (collectively, the "Loan Documents").

AND ASSIGNOR HEREBY COVENANTS, AGREES, REPRESENTS, AND WARRANTS AS FOLLOWS:

Box 400-CTCC

896 3345 D2 SCS JWC

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1. **Representations 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 has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the Leases, or any or all of the rents, issues, income, or profits assigned hereunder or 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; and
 - (c) Assignor has not heretofore executed any instrument or performed any act that may or might prevent Assignee from operating under any of the terms and provisions hereof or that would limit Assignee in such operation.
2. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:
 - (a) Assignor shall not enter into any Lease or approve, consent, or acquiesce to any sublease, written or oral, for all or any portion of the Premises, unless (i) such Lease has been reviewed and approved by Lender in writing, and (ii) such Lease contains only those conditions/contingencies as are reasonably acceptable to Lender, including a requirement that the tenant deliver to Lender a subordination, non-disturbance and attornment agreement and tenant estoppel certificate in form and substance acceptable to Lender. In the event Assignor desires to enter into any Lease, prior to entering into any Lease, Assignor shall submit to Assignee, for its approval, the proposed Lease which shall in any event include provisions relating to subordination and attornment reasonably satisfactory to Assignee, and a certificate from Assignor with each such Lease summarizing the key terms of such Lease and acknowledging its compliance with the terms of this Assignment.
 - (b) Assignor shall observe and perform all of the material covenants, terms, conditions, and agreements contained in the Leases to be observed or performed by the lessor thereunder, and shall not do or suffer to be done anything to materially impair the security thereof, or, without the express written consent of Assignee, (i) release the liability of any tenant thereunder; or (ii) permit any tenants thereunder to withhold the payment of rent or to make monetary advances and offset the same against future rentals; or (iii) permit any tenant thereunder to claim a total or partial eviction; or (iv) permit any tenant thereunder to terminate or cancel any Lease;
 - (c) Assignor shall not collect any of the rents, issues, income, or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

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- (d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all of the Leases, or any or all rents, issues, income, or profits assigned hereunder without the prior written consent of Assignee;
- (e) Assignor shall not alter, modify, or change the terms and provisions of any Lease on less favorable terms than the existing lease or give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease) or approval, required or permitted by such terms and provisions, or cancel or terminate any Lease without the prior written consent of Assignee;
- (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 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;
- (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 suffer to be done anything that would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;
- (h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;
- (i) Assignor shall enforce the Leases and all rights and remedies of the lessor thereunder in case of default thereunder by any tenant;
- (j) 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 of any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including attorneys' fees, in any such action or proceeding in which Assignee may appear;
- (k) Assignor shall give prompt notice to Assignee of any notice of any material default on the part of the lessor with respect to any Lease received from any tenant or guarantor thereunder; and
- (l) Assignor shall enforce the observance and performance of each and every material covenant, term, condition, and agreement contained in each and every Lease to be observed and performed by the tenant(s) thereunder.
3. **Rights Prior to Default**. So long as Assignor is not in default hereunder, Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance, of the date provided for the payment thereof, all rents, issues, income, or profits assigned hereunder (other than security or similar deposits), and to retain, use, and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

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4. **Events of Default.** An “Event of Default” shall occur under this Assignment upon the occurrence of (a) a breach by the 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 Loan Agreement or the Mortgage, or (b) any other Event of Default described in the Loan Agreement, the Note, the Mortgage or any of the other Loan Documents.
5. **Rights and Remedies upon Default.** Upon being granted possession of the Premises, Assignee may, at its option and without any obligation to do so, without in any way waiving such Event or Events of Default, without notice to or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor from any obligation hereunder, and with or without bringing any action or proceeding:
- (a) Enforce all rights and remedies available to Assignor under the Loan Documents secured thereby;
 - (b) Enter upon and take possession of the Premises, either in person or by an 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, and 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 or acts that Assignee deems necessary or proper;
 - (c) Upon taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income, or profits of or from the Premises, and pursue all remedies for enforcement of the Leases and all of the lessor’s rights therein or thereunder, provided that, for such purpose, 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 thereafter to pay all such rents and other amounts to Assignee and to comply 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 provided, further, that Assignor will facilitate in all reasonable ways Assignee’s collection of such rents, issues, income, or profits, and upon request will execute written notices to the tenants under the Leases thereafter to 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 or proper, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at an annual rate equal to the “Default Rate” (as defined in the Loan Agreement) and shall be secured by this Assignment.
6. **Application of Proceeds.** All sums collected and received by Assignee out of the rents, issues, income, or profits of the Premises following the occurrence of any one or more Events of Default shall be applied as follows:

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- (a) First, to reimbursement of Assignee for and of all expenses of taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income, or profits thereof or therefrom, including, without limitation, salaries, fees, or wages of a managing agent and such other employees as Assignee may deem necessary or proper, and attorneys' fees; operating and maintaining the Premises, including, without limitation, taxes, charges, claims, assessments, water rents, sewer rents, and other liens, and premiums for any insurance provided for in the Mortgage; and the cost of all alterations, renovations, repairs, or replacements of or to the Premises that Assignee may deem necessary or proper, with interest thereon at the Default Rate;
- (b) Second, to reimbursement of Assignee for and of all sums expended by Assignee pursuant to Section 5(d) hereof to make any payment or do any act required herein of Assignor, together with interest thereon at the Default Rate;
- (c) Third, to reimbursement of Assignee for and of all other sums with respect to which Assignee is indemnified pursuant to Section 7 hereof, together with interest thereon at the Default Rate;
- (d) Fourth, to reimbursement of Assignee for and of all other sums expended or advanced by Assignee pursuant to the terms and provisions of, or constituting additional indebtedness under, any of the Loan Documents, with interest thereon at the Default Rate;
- (e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Note;
- (f) Sixth, to the payment of the unpaid balance of the principal sum of the Note; and
- (g) Seventh, any balance remaining to Assignor, its successors and assigns.

7. **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 following the occurrence of any one or more Events of Default or from any other act or omission of Assignee in managing, operating, or maintaining the Premises following the occurrence of any one or more Events of Default. Assignee shall not be obligated to observe, perform, or discharge, nor does Assignee hereby undertake to observe, perform, or discharge any covenants, terms, conditions, or agreements 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, and Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of or from, any and all liability, loss, or damage that Assignee may or might incur under any Lease or under or by reason of this Assignment and of or from any and all claims and demands whatsoever that 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, or agreements contained in any Lease. 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 attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be

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secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management, or repair of the Premises or for the carrying out of any of the covenants, terms, conditions, or agreements contained in any Lease on Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed on 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.

8. **Non-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 the Note, the guaranties thereof, or 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.

9. **Further Assurances**. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, such 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.

10. **Security Deposits**. The Assignor acknowledges that the Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that the Assignee assumes no responsibility or liability for any security so deposited.

11. **Severability**. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision were not contained herein.

12. **Benefit**. This Assignment is binding on Assignor, its successors, and assigns, and the rights, powers, and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

13. **Written Modifications**. This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification, or supplement.

14. **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 evidenced or secured hereby and by the other Loan Documents.

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15. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

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

17. **Non-Recourse**. The non-recourse provisions of Section 13 of the Note are hereby incorporated herein by reference as if set forth in full.

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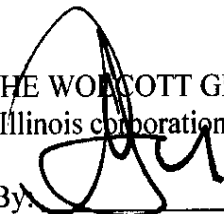
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IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first written above.

ASSIGNOR:

JWC 3636 LLC, an Illinois limited liability company

By: THE WOLCOTT GROUP, INC., an Illinois corporation, its Manager

By: 
Ari Golson, its President

Property of Cook County Clerk's Office

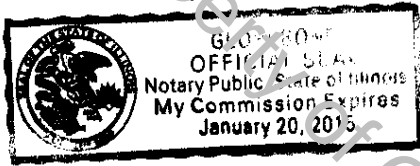
[Signature Page to Assignment of Rents and Leases]

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Ari Golson, the President of The Wolcott Group, Inc., an Illinois corporation, being the Manager of JWC 3636 LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, 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 company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 19th day of November, 2014.



Gloria Bonifant
NOTARY PUBLIC

My Commission expires:

January 20, 2015

[Notary Page to Assignment of Rents and Leases]

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

LOTS 42, 43, 44, 45, 46, 47 AND 48 ALL INCLUSIVE IN BLOCK 2 IN MILLARD AND DECKER'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

A TRACT OF LAND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH EAST CORNER OF LOT 48 IN BLOCK 2 IN MILLARD AND DECKER'S SUBDIVISION OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 48 EXTENDED A DISTANCE OF 7 FEET AND 1 3/8 INCHES MORE OR LESS TO NORTH LINE OF WEST 26TH STREET AS NOW LOCATED AND OCCUPIED, THENCE WEST ALONG NORTH LINE OF WEST 26TH STREET A DISTANCE OF 125 FEET 5 3/8 INCHES MORE OR LESS TO POINT OF INTERSECTION OF SAID NORTH LINE OF SAID WEST 26TH STREET WITH EAST LINE OF NORTH AND SOUTH ALLEY IN SAID BLOCK, THENCE NORTH ALONG THE EAST LINE OF NORTH AND SOUTH ALLEY A DISTANCE OF 7 FEET 1 3/8 INCHES MORE OR LESS TO A POINT OF INTERSECTION OF SAID EAST LINE OF SAID NORTH AND SOUTH ALLEY WITH SOUTH LINE OF SAID LOT 48 AFORESAID, THENCE EAST ALONG SOUTH LINE OF SAID LOT 48 A DISTANCE OF 125 FEET 5 3/8 INCHES MORE OR LESS TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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3636 WEST 26TH ST.
 CHICAGO, IL 60623