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This instrument was prepared by and upon recordation should be returned to:
John R. Grier
The Grier Law Firm
1000 Hillgrove Ave., Suite 250
Western Springs, IL 60558

Doc#: 1434304017 Fee: \$54.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 12/09/2014 11:42 AM Pg: 1 of 9

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Property of Cook County Clerk's Office

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (this "Assignment") is made and executed as of the 1st day of December, 2014 by **THE SHOPS AT KINGSBURY SQUARE, LLC**, an Illinois limited liability company ("Borrower"), whose mailing address is 710 Robert York Road, Unit D, Deerfield, IL 60015, to, in favor of and for the benefit of **STATE FARM LIFE INSURANCE COMPANY**, an Illinois corporation ("State Farm"), whose mailing address is One State Farm Plaza, Bloomington, Illinois 61710.

RECITALS

A. State Farm has made a loan to Borrower (the "Loan") which is evidenced by that certain Promissory Note executed by Borrower to and in favor of State Farm of even date herewith in the principal amount of Thirty Four Million and 00/100 Dollars (\$34,000,000.00) (the "Note").

B. The Note is secured by (i) a Mortgage and Security Agreement executed by Borrower to and in favor of State Farm of even date herewith (the "Mortgage") granting to State Farm, among other things, a first priority lien and encumbrance upon the Real Estate (as defined in the Mortgage) and Improvements (as defined in the Mortgage) legally described in Exhibit A attached to this Assignment (the "Secured Property"); and (ii) certain other Loan Documents (as defined in the Mortgage) also executed by Borrower to and in favor of State Farm of even date herewith.

C. As a material inducement to State Farm to make the Loan, Borrower makes this Assignment.

Loan No. 14252

Box 400-CTCC

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AGREEMENTS

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Assignment of Rents and Leases.

1.1. Definitions. For purposes of this Assignment, the following definitions shall apply:

1.1.1. "Major Leases": Leases that demise 20,000 square feet or more and have a lease term of at least 3 years, together with all extensions, renewals, amendments, modifications, replacements and substitutions therefor; provided, however, a replacement or substitution for a Major Lease shall in turn be deemed a "Major Lease" only if such replacement or substitution demises 20,000 square feet or more and has a lease term of at least 3 years. As of the date hereof, the Leases listed and described on Exhibit B attached to this Assignment constitute Major Leases and have been approved by State Farm.

1.1.2. "Minor Leases": Leases that are not Major Leases; provided, however, if any Minor Lease, after modification, meets the definition of a Major Lease, such Minor Lease shall thereupon become a Major Lease.

1.1.3. "Leases": All Major Leases and Minor Leases.

1.1.4. "Guaranties": Any and all guaranties of the payment of rent by and performance of all other obligations of the tenant(s) under the Leases.

1.2. Assignment of Rents. Subject to the terms and conditions of this Assignment, Borrower hereby absolutely, unconditionally and irrevocably transfers, conveys, assigns and grants to State Farm all of Borrower's right, title and interest in and to all rents, issues, profits, proceeds, income, revenues, royalties, advantages, avails, claims against guarantors, security and other deposits (whether in cash, letter of credit or other form), advance rentals, damages, insurance and condemnation proceeds and any and all other payments or benefits now or hereafter derived, directly or indirectly, from the Real Estate and Improvements, whether under the Leases or otherwise (collectively, the "Rents").

1.3. Assignment of Leases. Subject to the terms and conditions of this Assignment, Borrower hereby absolutely, unconditionally and irrevocably transfers, conveys, assigns and grants to State Farm all of Borrower's right, title and interest as landlord in, to and under all Leases, now or hereafter existing or entered into, together with any and all Guaranties.

1.4. Absolute Assignments. The foregoing assignments of Rents and Leases are present and absolute assignments and not assignments for or as security only. State Farm's right to the Rents and Leases is not contingent upon its possession of the Secured Property.

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1.5. License. State Farm hereby grants to and confers upon Borrower a license revocable in accordance with the terms of this Assignment only or by operation of law or court order (the "**License**") to collect and retain the Rents as the same become due and payable under the Leases, but not in excess of thirty (30) days in advance, so long as, and only so long as, no **Event of Default** (as defined below) exists under this Assignment. Upon the occurrence of an Event of Default under this Assignment, the License shall immediately and automatically be revoked, cease and terminate without notice.

Upon any such revocation and termination of the License, State Farm shall have the right to notify all tenants under the Leases to pay the Rents then due and thereafter coming due directly to State Farm. After such revocation and termination of the License, any and all Rents received by Borrower shall be remitted to State Farm not later than three (3) business days following Borrower's receipt of the same.

Borrower hereby authorizes and directs any tenant under the Leases, upon receipt of written notice from State Farm stating that an Event of Default has occurred or exists under this Assignment, to pay directly to State Farm the Rents then due and thereafter coming due under the Leases. Borrower agrees that any tenant shall have the right to rely upon any such notice from State Farm without any obligation, and without any right, to inquire as to whether any such Event of Default has actually occurred or exists and notwithstanding any claim of Borrower to the contrary. Borrower shall have no claim (and hereby waives any claim) against any tenant for the Rents paid by such tenant directly to State Farm following its receipt of any such notice from State Farm.

1.6 Covenants.

1.6.1. General. All Leases shall be written on Borrower's standard form of lease or on such other form of lease, each of which shall have been approved by State Farm. Borrower shall furnish State Farm with executed copies of all Leases entered into after the date hereof within fifteen (15) days after execution thereof. All proposed Leases and extensions, renewals, amendments or modifications of existing Leases shall (a) be at rental rates (including rental concessions) that are at least equal to those charged for comparable properties within the submarket area of the Secured Property; (b) have been negotiated at arm's length with bona fide independent third party tenants; and (c) in Borrower's prudent business judgment, not materially impair the value of the Secured Property. All Leases entered into after the date hereof shall state that they are subordinate to the Mortgage and shall include an agreement by the tenant to attorn to State Farm.

1.6.2. Negative Covenants. Borrower shall not, without the prior written consent of State Farm, (a) enter into any new Major Lease or extend, renew, amend or modify any Major Lease (other than extensions, renewals, amendments or modifications in accordance with the terms of a Major Lease previously approved by State Farm) such approval not to be unreasonably withheld, conditioned or delayed (approvals pursuant to Section 1.6.5 below shall be deemed not to be delayed); (b) consent to or permit the assignment or subletting of any

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Major Lease (other than assignments or subleases in accordance with the terms of a Major Lease previously approved by State Farm); (c) amend or modify any Minor Lease so as to cause such Minor Lease to become a Major Lease; (d) cancel or terminate any Lease; or (e) alter, amend, modify, change or terminate the terms of any guaranties of any Major Lease.

1.6.3. Affirmative Covenants. So long as no Event of Default is in existence under any of the Loan Documents and subject to Sections 1.6.1 and 1.6.2(c) and (d) above, Borrower may enter into, extend, renew, amend, modify or permit the assignment or sublease of any of the Minor Leases.

1.6.4. Major Leases. Any new Major Lease submitted for State Farm's consent shall be accompanied by (a) a lease abstract; (b) a then-current rent roll for the Secured Property; (c) the floor plan for the demised premises; and (d) tenant financial statements. State Farm shall require a tenant estoppel certificate and a subordination, non-disturbance and attornment agreement for new Major Leases on State Farm's then current form.

1.6.5. Consent. Any consent to be given or denied with respect to any Lease shall be given or denied no later than ten (10) business days after the actual receipt by State Farm of the Lease to be approved and any other additional information reasonably requested by State Farm regarding such Lease, or such consent shall be deemed given; provided, however, such ten (10) business day period shall commence only upon State Farm's receipt of all information reasonably necessary to make an informed decision about the Lease and a written notice from Borrower accompanying such Lease and additional information, which notice includes a statement in capitalized letters substantially as follows:

PURSUANT TO SECTION 1.6 OF THE ASSIGNMENT OF RENTS AND LEASES, STATE FARM HAS TEN (10) BUSINESS DAYS FROM THE RECEIPT OF THIS NOTICE TO APPROVE OR DISAPPROVE THE LEASE AND MATERIALS ACCOMPANYING THIS NOTICE OR SUCH LEASE AND MATERIALS SHALL BE DEEMED APPROVED.

1.6.6. Servicing Fees. State Farm shall have the right to impose a **Servicing Fee** (as defined in the Mortgage) in connection with the review of any documentation submitted for State Farm's approval hereunder. Borrower shall also be responsible for the payment of all fees and expenses of State Farm's outside counsel in the event State Farm, in its sole discretion, shall determine that the assistance of an attorney is necessary.

2. Default and Remedies.

2.1. Default.

2.1.1. It shall constitute an event of default (an "**Event of Default**") of and under this Assignment and under the other Loan Documents if Borrower shall fail to perform or

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observe any of the covenants, agreements or conditions of this Assignment and such failure shall remain uncured for thirty (30) days after notice to Borrower of the occurrence of such failure.

2.1.2. It shall constitute an Event of Default of and under this Assignment if there shall occur under the Note, Mortgage and other Loan Documents an "**Event of Default**" as defined in any of those Loan Documents.

2.2. **Remedies.**

2.2.1. Upon the occurrence of an Event of Default, the License shall automatically be revoked, cease and terminate without notice to Borrower and without regard to the adequacy or inadequacy of State Farm's security under this Assignment, the Mortgage or the other Loan Documents. Thereupon, State Farm shall be entitled to exercise any and all rights and remedies provided in this Assignment, the Mortgage and the other Loan Documents. The application of any Rents collected by State Farm shall be in accordance with the terms of the Mortgage.

2.2.2. The rights and remedies provided in this Assignment shall not be deemed exclusive of any rights or remedies granted to State Farm in the Mortgage or by law, but shall be deemed special and additional rights and remedies and shall be cumulative with those rights and remedies granted in the Mortgage or by law.

3. **Miscellaneous.**

3.1. **Perfection.** This Assignment shall be perfected upon its recordation in the official public records of Cook County, Illinois. Neither possession of the Rents nor the appointment of a receiver of the Secured Property shall be required for such perfection.

3.2. **Assignment.** State Farm may assign its rights in and under this Assignment to any subsequent holder of the Note and Mortgage and to any person acquiring title to the Secured Property through foreclosure of the Mortgage or otherwise.

3.3. **Obligations.** State Farm shall not be obligated to perform or discharge, nor, by its acceptance of this Assignment, does it undertake to perform or discharge, any obligation, duty or liability of Borrower, as landlord under the Leases, or otherwise. Nothing herein contained shall be construed as causing State Farm to be a "Mortgagee in Possession" and State Farm shall have no liability of a Mortgagee in Possession by exercising its rights under this Assignment, all such liability being expressly waived and released by Borrower.

3.4. **Ownership.** Borrower represents and warrants that (a) it is the absolute owner of the Rents and Leases with full right, power and authority to execute and deliver this Assignment; and (b) there is no outstanding assignment or pledge of the Rents or Leases or any one thereof.

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3.5. Notices. Any Notice required to be given hereunder shall be given in the manner specified in the Mortgage.

3.6. Conflict. In the event of a conflict between the provisions of this Assignment and any other Loan Documents, this Assignment shall control.

3.7. Cooperation. Borrower agrees to cooperate with any reasonable request of State Farm to implement the provisions of this Assignment.

3.8. Successors and Assigns. Whenever the word "Borrower" is used herein, it is agreed and understood that the same includes and shall be binding upon Borrower's successors and assigns and any party holding title to the Secured Property by, through or under Borrower. All of the rights, powers, privileges and immunities herein granted and assigned to State Farm shall also inure to its successors and assigns, including all holders of the Note and Mortgage.

3.9. Waiver of Trial by Jury. Borrower hereby waives, to the fullest extent permitted by Applicable Law (as defined in the Note), the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating, directly or indirectly, to this Assignment or any acts or omissions of Borrower in connection therewith or contemplated thereby.

[Signature Page follows]

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IN WITNESS WHEREOF, Borrower has executed this Assignment as of the day and year first above written.

THE SHOPS AT KINGSBURY SQUARE, LLC, an Illinois limited liability company

By: Kingsbury Boatyard, LLC, an Illinois limited liability company
Its: Manager

By: _____
Name: Charles R. Malk
Title: President

STATE OF ILLINOIS)
) SS:
COUNTY OF Lake)

Before me, a Notary Public in and for said state, personally appeared Charles R. Malk, the President of Kingsbury Boatyard, LLC, the manager of **THE SHOPS AT KINGSBURY SQUARE, LLC**, an Illinois limited liability company, who acknowledges that he did sign the foregoing instrument in his capacity as President, and that the same is his free act and deed this 24th day of November, 2014.

Lolly Blank

Notary Public

Commission Expiration: 7-23-17

[Seal]



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EXHIBIT A LEGAL DESCRIPTION

LOTS 1 THROUGH 12, INCLUSIVE, IN BLOCK 46 IN CHICAGO LAND COMPANY'S RESUBDIVISION OF BLOCKS 36, 37, 46, 47, 48, 55, 56, 62, 63, 70, 71, 74 AND 84 TOGETHER WITH LOT 1 IN BLOCK 50, ALL IN ELSTON ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD MAY 26, 1873 AND RECORDED JUNE 11, 1873 IN BOOK 4 OF PLATS ON PAGE 83 AS DOCUMENT NUMBER 104948, IN COOK COUNTY, ILLINOIS.

PINs: 17-05-212-001-0000
17-05-212-002-0000
17-05-212-003-0000
17-05-212-004-0000
17-05-212-005-0000
17-05-212-006-0000
17-05-212-007-0000
17-05-212-008-0000
17-05-212-009-0000
17-05-212-010-0000

Street Address: 1550 N. Kingsbury Street, Chicago, IL 60642

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EXHIBIT B
MAJOR LEASES

<u>Name of Tenant</u>	<u>Date of Lease</u>	<u>Total Square Footage</u>
WHOLE FOODS MARKET GROUP, INC.	February 6, 2006	79,180 plus 2,038 of Expansion Space

COOK COUNTY
 RECORDER OF DEEDS
 SCANNED BY _____

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